

SELECTMEN'S MEETING AGENDA

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Joint Meeting 5:00 P.M.

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, November 15, 2021

**As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. CALL TO ORDER

II. JOINT MEETING WITH THE BOARD OF SELECTMEN AND THE BOARD OF ASSESSORS

- A. Classification Workshop in preparation of the November 29, 2021 tax classification hearing

III. EXECUTIVE SESSION

- A. Pursuant to MGL,c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;
- B. Executive Session pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel;
- C. Pursuant to MGL c.30A, §21(6) to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position.

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Vote to approve the resignation of Elizabeth Watkins from the Treasure Chest Committee
- B. Vote to approve the chair to sign three Fire Department employee step increases per contract
- C. Vote to accept the grant to the Harwich Fire Department from the MediCenter Five, Inc- Brewster, Chatham, Eastham Harwich, Orleans Emergency Medical Service (MCV-BCEHO EMS) Fund of The Cape Cod Foundation in the amount of \$1,321.65 to be used for "Stop the Bleed" kits
- D. Vote to approve the Assistant Town Administrator's recommendation to grant permission of NSTAR Electric Company D/B/A Eversource Energy for the purpose to install 40' +/- of 1-3" conduit under the public road, the purpose of this construction would be to provide new underground service to 12 Sea Breeze Avenue, Harwich, as indicated on Plan No. 6266951

VII. NEW BUSINESS

- A. Annual Committee Meetings:
 - a. Board of Health
 - b. Community Center Facilities Committee
 - c. Council on Aging
- B. Town Administrator to present the Annual Town Meeting Budget Calendar for 2022 Annual Town Meeting
- C. Discussion and possible vote on Remote Participation policy per a request of a member of the Affordable Housing Trust

VIII. OLD BUSINESS

- A. Discussion and possible vote to support the Local Initiative Program (LIP) for Chloe's Path Affordable Housing Development
- B. Discussion and possible vote to approve the proposed Local Comprehensive Plan (LCP) committee charge
- C. Discussion and possible vote to approve the revised Monomoy regional agreement language as presented and request article be put on annual town meeting warrant
- D. Discussion and possible vote to merge the Bikeways and Traffic Safety Committees and update the Committee Charge
- E. Discussion continued by the Board on the Community Center Facility Committee

IX. CONTRACTS

- A. Discussion and possible vote to approve a contract with Specialty Vehicles, Inc. in the amount of \$378,257.00 for the purchase of a 2022 Life Line Emergency Vehicle as approved at the 2021 Special Town Meeting.
- B. Discussion and possible vote to approve a contract with VHB for on-call engineering services, including those associated with the MS4 Stormwater Permit requirements, not to exceed \$150,000.00
- C. Discussion and possible vote to approve a contract with OpenGov for the purchase of e-permitting subscription and deployment in the amount of \$82,400.00

X. TOWN ADMINISTRATOR'S REPORT

XI. SELECTMEN'S REPORT

XII. CORRESPONDENCE

XIII. ADJOURNMENT

**Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

Authorized Posting Officer:

Ellen Powell, Executive Assistant

Posted by: _____

Town Clerk

Date: _____

November 10, 2021

OLD BUSINESS

Law Office of Singer & Singer, LLC

26 Upper County Road
P. O. Box 67
Dennisport, Massachusetts 02639

Andrew L. Singer
Marian S. Rose

Tel: (508) 398-2221
Fax: (508) 398-1568
www.singer-law.com

Myer R. Singer (1938-2020)

November 9, 2021

Via Email

Harwich Select Board
732 Main Street
Harwich, MA 02645

Re: Chloe's Path, Harwich

Dear Members of the Board:

In connection with the proposed Local Initiative Program (LIP) Affordable Housing Community at the above property, I am writing in advance of our next meeting with the Board on November 15, 2021, with responses to comments discussed by the Board at its meeting on November 1, 2021.

The Applicant appreciates the Board's continued due diligence in reviewing this proposal over several meetings. As has the Board, the Applicant has attempted to be transparent in all of its dealings with the Town and the community. This has included several meetings with Town Staff and the Select Board as well as an open meeting held with members of the community and follow-up meetings and conversations with several individual neighbors. Whether this proposal continues as a LIP or not, the Applicant will remain available to speak with interested community members throughout the Board of Appeals Comprehensive Permit process.

As with any negotiated agreement, if one is reached, neither side will be able to achieve all of its initial desires. Compromise is the nature of such an Agreement. At the same time, the nature of M.G.L. Chapter 40B is that zoning laws in the Commonwealth of Massachusetts have historically constricted and prohibited the ability to construct needed affordable housing. As such, density is the principal driver for successfully increasing affordable housing stock in our communities. This is so because it is the market rate units in a development that subsidize the construction and operation of the deed-restricted units. Projects proposed by nonprofit organizations and public agencies can often provide increased affordability and more flexibility on size because the proponents have the ability to access grants and low-interest loans, which are subsidized by State and Federal Governments. By way of contrast, private parties proposing affordable housing through M.G.L. Chapter 40B must be able to commercially finance a project and make it economically feasible on their own. The economics of such proposals are fundamentally different.

As for the permitting order of such a development itself, we respectfully ask the Board members to recognize that a project has to start somewhere. This is inherent in the development process, and there is nothing nefarious about it. The requirements of each regulatory agency that has jurisdiction must be complied or a project does not get built. This means that if every regulator approves a project save one, the project does not get built. The approval of any one regulatory agency does not bind or prejudice any other body.

The following issue areas will be discussed herein in greater detail, per the concerns outlined by the Select Board members at their meeting of November 1, 2021:

1. Density, Affordability, Rents, and Local Preference;
2. Building Height;
3. Screening, Sidewalks, and Lighting;
4. Occupancy and Buildings;
5. Wastewater and DEP;
6. Wetland Protection, MESA, and Open Space; and
7. Traffic Study.

1. Density, Affordability, Rents, and Local Preference

While we recognize the desires of several to significantly reduce the scope of the proposal, the proposed ninety-six (96) units are needed in order to make this affordable housing development economically feasible. However, in addition to the twenty-four (24) deed-restricted 80% AMI units, **the Applicant is able and willing to commit to further restrict an additional eight (8) units as so-called workforce housing limited to households earning no more than 120% of AMI.** This will result in a new total of thirty-two (32), or one-third (33%), of the new housing units, being deed restricted as part of this proposal. This compromise to provide restricted affordability in excess of that required by M.G.L. Chapter 40B is in response to concerns raised while still enabling the project to remain viable.

As previously testified, there is also a strong demand for market rate rentals on Cape Cod generally and Harwich specifically. The proposed combination of 80% AMI units, 120% AMI units, and market rate units will help meet all of these demands. This development will benefit Harwich and Lower Cape residents.

The Applicant agrees to a condition that the development will remain rental housing and will not be converted to condominium form of ownership for individual unit sales.

The Applicant agrees to a condition that there will be a maximum 70% local preference for Harwich residents at the time of initial lease-up as allowed by State law.

There were several critical comments about the proposal being too luxury for Harwich. The provision of underground parking, on-site amenities, and a leasing office should be welcome for the quality of housing it will provide for all residents. This is not a short-term rental facility. By law, the deed-restricted units are limited to year-round housing. **The Applicant agrees to a condition that the remaining units will be limited to ten-to-twelve-month leases and further that there shall be no short-term, furnished rentals that would be similar in nature to Vacation Rentals By Owner (VRBO) or AirBNB rentals.**

The Commonwealth of Massachusetts is designated as the reviewer and approver of appraisals and the pro forma for Comprehensive Permit proposals. This is not within the jurisdiction of the Town. Notwithstanding this, the Applicant voluntarily shared its private market feasibility analysis with the Board and public. Market rents are market rents. No one knows what they will be in two-three years when this development will be operational. They might be higher. They might be lower. But in any event, they will be what the market will bear. This is axiomatic. Attached hereto is a Memorandum from Brian Bush further discussing rental philosophy.

From the very beginning, the Applicant decided to propose this development because they feel it responds to an urgent need. No one gets wealthy building affordable housing. Not only are profits capped by the Commonwealth of Massachusetts, but even approaching such maximum cap would be welcome news to most affordable housing developers. This development is an investment in the

future of Harwich and Cape Cod. It is compliant with the laws surrounding such developments and will be a win-win for all.

2. Building Height

The height of the buildings (three residential stories on top of the parking level and 42 ft. 10 in. at the main entrance/53 ft. 10 in. at the rear walkout) is compatible and comparable with the immediate neighborhood not only because the buildings will be set at a lower topography, surrounded by woods, and almost 100% screened from public ways as demonstrated by the perspective renderings, but also because they will be similar in height and massing with the adjacent Fire and Police Station complex (40 ft. and 39.3 ft., respectively, at their main entrances and taller at the rear walkouts) as well as the Elementary School (44 ft.) and Cultural Center (45.1 ft.) located directly across the street. In addition, by way of further reference in Harwich, if the property was located in the RH-3 Zoning District, which allows up to four stories and fifty feet of height, building height as calculated in the Harwich Zoning By-Law would be conforming. In this instance, a waiver for building height is warranted to be granted by the Board of Appeals as part of the Comprehensive Permit review.

3. Screening, Sidewalks, and Lighting

The Applicant is willing to construct a fence and/or plantings along the rear boundaries of the five abutting house lots on Sisson Road, if the owners so desire.

The Applicant is willing to make a reasonable contribution to the Harwich Sidewalk Fund. However, it is not reasonable for one applicant to reconstruct an ADA-compliant sidewalk along the entire, approximately 1.3-mile distance from Route 28 to Main Street in Harwich Center.

The Applicant will comply with all lighting requirements of the Town of Harwich, including shielded, down-lit, dark-sky-compliant fixtures with no light glare off site.

4. Occupancy and Buildings

The proposal is for a total of 144 bedrooms. Per MA regulations, this could result in a maximum occupancy on site of 288 people. This number, however, is never likely to be met, in part because most of the fifty-eight (58) one-bedroom units will likely have one person, not two, most of the time.

There has been a revolution in electric heat. It is no longer the money-sink that it used to be. In fact, many housing developments are now proposing electric heat because it is cost efficient and more environmentally friendly. Electric heat-pump technology is some of the most efficient heating available in single family homes and apartments. All energy types (coal, gas, oil, hydro, solar, wind) can be converted by power suppliers to electricity. Heating systems that rely on gas (propane or natural gas) and oil are fossil fuels that can only heat with those fuels which limit flexibility in energy sources and pollute more than clean energy technologies such as wind and solar. Electric heat is the responsible choice for heating of this type of building, and the Applicant is committed to this decision. In addition, the Applicant plans to incorporate roof-based solar equipment to take care of some of the building electricity needs.

The buildings will be sprinkled. The Fire Department owns equipment that can service the buildings as designed. There will be a hardened surface around the buildings providing 360-degree fire safety vehicle access.

5. Wastewater and DEP

This proposal will better protect the water quality of the Saquatucket Estuary than the permitted by-right development of seven homes on the property. This may seem counter-intuitive, but it is not. By

right, thirty (30) bedrooms can be built on the property with absolutely no requirement to treat for nitrogen. The seven homes would be served by conventional Title 5 septic systems. By contrast, this development requires approval of a Groundwater Discharge Permit from the MA DEP. MA DEP requires that there be no net new introduction of nitrogen in the estuary by the development. Thus, where the by-right development would result in fifty-three and a third (53.3) additional pounds of nitrogen annually entering the estuary, the proposed development will result in zero (0) additional pounds of nitrogen annually entering the estuary.

As required by law, **the Applicant will comply with all requirements of MA DEP.** Attached is a Memorandum from J.M. O'Reilly & Associates discussing this topic in more detail.

In addition and as previously testified, **the Applicant supports connecting to the future sewer on Sisson Road and will design the wastewater treatment facility to be easily connected up when available.**

6. Wetland Protection, MESA, and Open Space

Wetlands will be protected, and the on-site open space is proposed to create wildlife corridor space nearest the wetlands. As previously discussed, Lot 8 between the development and Forest Road was deeded to the Town of Harwich and is now conservation land.

The Applicant will comply with all requirements of MESA. The Applicant has been in conversation with MESA about a potential amendment to the conservation area as authorized by the prior restriction document. However, this process cannot be formally completed first because the Applicant is caught in a Catch-22. They cannot give up their current rights before knowing that they will have a replacement development. This is why conditional approvals are sought. Ironically, if the Applicant were to build the seven homes and seven septic systems on the property and then go back to MESA and DEP to change to the current proposal, they would receive a benefit in not having to improve wastewater to the level proposed.

7. Traffic Study

The Applicant will conduct a complete traffic study, including seasonal adjustments.

The Applicant respectfully submits that the Chloe's Path Housing proposal will be a positive development that will meet an urgent, unmet need for rental housing and that the proposal can be conditioned appropriately to address concerns raised. The Applicant appreciates your continued time and consideration and requests that the Board vote to support the LIP proposal.

Thank you.

Very truly yours,
Andrew L. Singer
Andrew L. Singer

ALS/a
Attachments

STATEMENT OF CONFIDENTIALITY

THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS E-MAIL IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL TO US AT BMOSSEY@SINGER-LAW.COM. THANK YOU.

IF YOU HAVE ANY QUESTIONS OR PROBLEMS WITH RECEPTION, PLEASE CALL (508) 398-2221.

Brian C. Bush
Heritage Properties
100 Merrimack Street #401
Lowell, MA 01852
978-458-0001 x 101
bbush@heritageprop.net

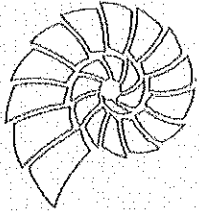
To: Harwich Select Board
From: Brian Bush
RE: Chloe's Path
Date: November 5, 2021

I am writing to clarify two issues that were voiced at the Board's meeting on November 1, 2021: 1. The sale of Matrix, Heritage Properties's 40b project in Hudson, MA, and 2. Market rents at a proposed 40b project in Brewster, as well as market rents in the mid and lower-Cape region.

1. Though not specifically relevant to this proposed development, the question was asked why we sold Matrix, our Hudson 40b project, and how long it took to develop. The project took 4 years to re-permit, build, and lease up. We sold the project in July 2018. Matrix was comprised of 176 apartment units, a leasing office, a community room, outdoor recreation space, and an indoor storage building. The principals in the project were myself, a developer I know who wanted to retire, and an investor. The investor and other developer had the right to force a sale in the event the investor could not be paid off within a certain time frame. The three of us originally intended to refinance the project to return some, or all, of the investor's capital, but bank interest rates were rising significantly during the winter of 2018, while capitalization rates remained stable. As a result, there was more value in a sale at that time than in a refinance. The other two principals opted for a sale and that's what happened. It was a good investment for all of us, though I had wished to keep the project if I had my choice. The Chloe's Path project will be different because it will be under my control and my intention is to own and manage it for a long time. As I've mentioned, that is our typical strategy, evidenced by ownership of the first apartment complex purchased by our company in 1978.
2. At a previous meeting, Chairman Michael MacAskill asked why there is disparity in proposed market rents for the Eastward Homes project in Brewster compared to our project at Chloe's Path. I reached out to the principal at Eastward Homes and I was provided some information. As Mr. MacAskill mentioned in the November 1st meeting, he and I did speak about what I found out about this proposed project in Brewster. In summary, the appraisal report indicates an extreme need for apartment housing due to a significant lack of housing availability on Cape Cod. The appraiser examined eight comparable properties, most of which were 28 to 48 units in size, all of them on the Cape, and most of them are well over 20 years old. Most of the projects had no amenities and none had under-building parking. The appraiser also frequently referenced the "lack of competitive supply on Cape Cod" and expressed the likely need to look off-Cape, particularly Plymouth, to get good market comparable product, especially for three-bedroom units, but the appraiser did not use that product to develop comparable rents. In short, the comparable properties used by Eastward's appraiser are not comparable to our

proposed project: they have no covered parking, no on-site management, little or no amenity space, and they're old.

As far as market rents go, we ultimately get what the market will bear, but in all cases, we need to rent the units. Our rent projections are based on our research of the market, as well as that of our consultant, Tracy Cross Associates. The projections are backed up by data, not "feelings" about affordability. Comparable rental properties are listed in the Tracy Cross report. At all of our apartments, we screen for income, credit-worthiness and criminal record. Rent can never be above 35% of a household's income, and the applicant needs to have good credit and a clean background. Our data indicates that there is a significant need for the housing we propose and, if you do the math, the hourly wage of people who can afford our market-rate units is between \$33.32 to \$54.52 per hour for single-earner households and \$16.67 to \$27.26 for two-earner households. These are not outrageously high wages. Our projections, based on actual data by the Federal government's Department of Housing and Urban Development, is that our market-rate units will be affordable to people making 111% to 153% of Area Median Income. This is not preposterous, it is attainable. If it is not attainable, we will lower the rents. It's that simple. I would not risk the capital cost of this project if I did not believe the project to be feasible.



J.M. O'REILLY & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, LAND SURVEYING & ENVIRONMENTAL SERVICES

Site Development • Property Line • Subdivision • Sanitary • Land Court • Environmental Permitting

MEMORANDUM

JMO-3812A

Date: November 4, 2021

RE: Wastewater
Chloe's Path – Affordable Housing
Harwich, MA

From: John O'Reilly, P.E., P.L.S.
J.M. O'REILLY & ASSOCIATES, INC.

J.M. O'REILLY & ASSOCIATES, INC. offers the following narrative of the status of the wastewater for the proposed affordable housing complex on Sisson Road, known as Chloe's Path. The proposed project calls for 144 bedrooms for a total wastewater flow of 15,840 gpd (110 gpd per bedroom).

The wastewater flow of 15,840 gpd triggers the requirement of a Groundwater Discharge Permit (GWDP) application to the Massachusetts Department of Environmental Protection (MADEP). The typical Title 5 Sanitary Regulations are not applicable to the project, once the wastewater exceeds 10,000 gpd.

The majority of the parcel is mapped to be within the Saquatucket Harbor Embayment. The remaining portion of the parcel, adjacent to Sisson Road, is mapped to be within the Herring River Estuary. Both the Saquatucket embayment and the Herring River embayment are identified as impaired embayments (excessive Nitrogen Load), as outlined in their respective Massachusetts Estuary Project Report.

In accordance with Massachusetts Regulation 314 CMR 4.00: Massachusetts Surface Water Quality Standard; if an embayment is identified as an Impaired waterbody, the issuance of a Groundwater Discharge Permit (314 CMR 5.00) can only be completed if the proposed project does not add any nitrogen to the impaired embayments. In order for the Project to receive a GWDP, the MADEP is going to require the proposed project demonstrate that there is a Zero-Net Nitrogen load to either embayment.

The first step in developing an application for a GWDP is to prepare a Hydrological Report of the parcel in which the characteristics of the groundwater is determined. The flow direction, groundwater elevations and quality are all determined during the Hydrological Report process. The installation of groundwater monitoring well network will be used to determine the groundwater characteristics as well as the location of the divide between the two embayments. Once the applicable embayment is determined, the project will need to offset the proposed nitrogen load within that specific embayment.

Once the Hydrological Report is completed and approved by MADEP, the applicable embayment will have been identified. At that point in the application process, the Applicant can then begin to determine how best to seek the Zero-Net Nitrogen can be accomplished. One approach the Applicant could take would be to seek to work with other property owners, within the applicable embayment, and remediate (treat) the wastewater being generated by the respective parcel, on such parcel.

In conclusion, for Chloe's Path to obtain the required GWDP, the project must demonstrate that the impaired embayment will NOT receive ANY additional nitrogen as a result of the wastewater from the project.

Thank you

Law Office of Singer & Singer, LLC

26 Upper County Road
P. O. Box 67
Dennisport, Massachusetts 02639

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www.singer-law.com

Myer R. Singer (1938-2020)

September 27, 2021

Via Email and Hand Delivery

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

Re: Chloe's Path Housing, Chloe's Path, Harwich



Dear Members of the Board:

I am writing in advance of our continued meeting with you on October 4, 2021, to update you on the proposal to create the Chloe's Path affordable housing community.

When we first met with you, several issues and areas of concern were raised. The Applicants and their consultants have met weekly since that time working to address those matters as much as possible at this stage in order to provide the Board with comfort that all matters are being reviewed seriously and with forethought as the review process takes shape for a Comprehensive Permit to develop the land.

Attached are the following supplemental materials for your review:

1. Project Benefits List (Singer & Singer);
2. Preliminary Traffic Review Memorandum (VHB);
3. Recorded Deed Restriction and Plan; and
4. Market Potential Analysis (Tracy Cross & Associates, Inc.).

All MADEP wastewater regulations will be satisfied, and the environment will be protected. All MESA/NHESP regulations will be satisfied, and sensitive habitat and species will be protected. All stormwater regulations will be satisfied, and the groundwater will be protected. The proponents will continue to work with MADEP, MESA/NHESP, and Town Departments on each of these issue areas throughout the regulatory process.

This is a proposed development with many moving parts. Because this is a Comprehensive Permit process, we cannot answer all questions at this time. We will be preparing and providing additional materials throughout the Zoning Board of Appeals review process based on continued input received from the Town and State. The Applicants' goal is to make this proposal a win-win-win for the residents of the property, the local community and Town, and the property owner.

Everyone talks about the urgent need for affordable housing, that we are in a crisis. Housing experts agree that density is required to make such housing practical. Chloe's Path Housing provides just such housing in a manner that will be aesthetically attractive, environmentally protective, and economically feasible.

Thank you for your time and consideration.

Very truly yours,
Andrew L. Singer
Andrew L. Singer

ALS/a
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Myer R. Singer (1938-2020)

Harwich Board of Selectmen

Proposed Chloe's Path Affordable, Mixed-Income Housing Development

Project Benefits List (September 27, 2021)

- Safe and convenient location within walking distance to multiple Town services
- Provide critically needed market rate and affordable, year-round rental opportunities in Harwich
- Will comply with MADEP discharge requirements in Saquatucket Estuary
- Will comply with recorded deed restriction for protected parcel of land along Forest Street
- Will comply with MESA/NHESP regulations and either seek an amendment to existing approval or redesign site layout. As previously required, the southeast field will be mowed to create turtle nesting habitat as allowed by the Commonwealth later in the Fall
- Will comply with all dimensional setback, building coverage, and site coverage requirements of Harwich Zoning By-Law
- Will comply with all stormwater regulations
- Will comply with all lighting regulations
- Will provide crosswalk at and bus stop along Sisson Road
- VHB completed a Preliminary Traffic Review Memorandum for peak summer conditions and calculates that the rental community will generate 46 weekday morning peak trips per hour and 57 weekday evening peak trips per hour. Further review and analysis will be completed during the permitting process



To: Mr. Gary Terry

Date: September 1, 2021

Memorandum

Project #: 15405.00

From: Randall Hart, Principal

Re: Preliminary Traffic Review
Chloe's Path Residential Development
Harwich, Massachusetts

VHB has prepared this preliminary traffic memo to evaluate the potential residential development proposed along Chloe's Path in Harwich, Massachusetts. Specifically, this assessment considers potential project traffic generation and for the project. The potential residential development is comprised approximately 96 apartment units. The following summarizes our findings.

Trip Generation

The ITE *Trip Generation Manual*¹ was used to estimate trips associated with the proposed residential development. The trip generation estimates for the proposed facility were calculated using Land Use Codes (LUC 220 Multifamily Housing, Low-Rise) for the apartments. The proposed vehicle trip estimates are presented in Table 1.

Table 1 Trip Generation Summary

	Apartments ^a
Weekday Daily	
Enter	342
<u>Exit</u>	<u>342</u>
Total	685
Weekday Morning Peak Hour	
Enter	11
<u>Exit</u>	<u>35</u>
Total	46
Weekday Evening Peak Hour	
Enter	36
<u>Exit</u>	<u>21</u>
Total	57

a Based on ITE LUC 220 (Multifamily Housing, Low-Rise) for 96 apartments

As demonstrated in Table 1, the proposed Chloe's Path residential project is expected to generate approximately 685 vehicle trips (342 entering and 342 exiting) on a daily basis, 46 vehicle trips (11 entering and 25 exiting) during the

¹ Trip Generation Manual, 10th Edition, Institute of Transportation Engineers, Washington, D.C., 2017

101 Walnut Street
PO Box 9151
Watertown, MA 02472-4026
P 617.924.1770

weekday morning peak hour, and 57 vehicle trips (36 entering and 21 exiting) during the weekday evening peak hour. The trip generation worksheets are provided as an attachment to this memorandum.

Attachments

Conceptual Site Plan

ITE Traffic Projection Backup Sheets

Conceptual Site Plan

ITE Trip Generation Worksheets

ITE TRIP GENERATION WORKSHEET
 (10th Edition, Updated 2017)

LANDUSE: Multi-Family Housing (Low-Rise - 1-2 Story)
 LANDUSE CODE: 220 Independent Variable — Number of Units
 SETTING/LOCATION: General Urban/Suburban
 JOB NAME: _____ 96 units
 JOB NUMBER: _____

WEEKDAY

RATES:	# Studies	R ²	Total Trip Ends			Independent Variable Range			Directional Distribution	
			Average	Low	High	Average	Low	High	Enter	Exit
DAILY	29	0.96	7.32	4.45	10.97	168	5	590	50%	50%
AM PEAK OF GENERATOR	36	0.91	0.56	0.34	0.97	161	5	495	28%	72%
PM PEAK OF GENERATOR	35	0.94	0.67	0.41	1.25	146	5	495	59%	41%
AM PEAK (ADJACENT ST)	42	0.90	0.46	0.18	0.74	199	5	650	23%	77%
PM PEAK (ADJACENT ST)	50	0.86	0.56	0.18	1.25	187	5	650	63%	37%

TRIPS:

	BY AVERAGE			BY REGRESSION		
	Total	Enter	Exit	Total	Enter	Exit
DAILY	703	351	351	685	342	342
AM PEAK (ADJACENT ST)	44	10	34	46	11	35
PM PEAK (ADJACENT ST)	54	34	20	57	36	21

SATURDAY

RATES:	# Studies	R ²	Total Trip Ends			Independent Variable Range			Directional Distribution	
			Average	Low	High	Average	Low	High	Enter	Exit
DAILY	5	0.93	8.14	3.36	11.40	89	48	148	50%	50%
PEAK OF GENERATOR	5	0.92	0.70	0.41	0.93	89	48	148	N/A	N/A

TRIPS:

	BY AVERAGE			BY REGRESSION			Caution - Small :
	Total	Enter	Exit	Total	Enter	Exit	
DAILY	781	391	391	823	412	412	Caution - Small :
PEAK OF GENERATOR	67	N/A	N/A	70	N/A	N/A	Caution - Small :

SUNDAY

RATES:	# Studies	R ²	Total Trip Ends			Independent Variable Range			Directional Distribution	
			Average	Low	High	Average	Low	High	Enter	Exit
DAILY	5	0.96	6.28	2.61	8.22	89	48	148	50%	50%
PEAK OF GENERATOR	5	0.93	0.67	0.36	0.93	89	48	148	N/A	N/A

TRIPS:

	BY AVERAGE			BY REGRESSION			Caution - Small :
	Total	Enter	Exit	Total	Enter	Exit	
DAILY	603	301	301	631	315	315	Caution - Small :
PEAK OF GENERATOR	64	N/A	N/A	67	N/A	N/A	Caution - Small :

DECLARATION OF RESTRICTION

1744 THIS DECLARATION OF RESTRICTION (hereinafter the "Declaration") is made this day of SEPTEMBER, 2016, by HFH Development, LLC with an address of 39 George Ryder Road, Chatham, MA 02633 (hereinafter the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain parcel of land located in the Town of Harwich, Barnstable County, Massachusetts (hereinafter the "Property"), shown on as Parcel B-1 on the plan entitled "Approval Not Required Plan of Land in Harwich, Massachusetts for Donovan Building Corporation" dated December 11, 2015, prepared by J.M. O'Reilly & Associates, Inc., and recorded in the Barnstable County District Registry of Deeds at Plan Book 666 as Plan 20-22 (the "Plan"); and

WHEREAS, the Property contains important habitat, breeding sites, and migration routes for wildlife including the Eastern Box Turtle (*Terrapene Carolina*) which at the time of this recording is listed as endangered pursuant to the Massachusetts Endangered Species Act (MESA) (G.L. c. 131A:3 and 321 CMR 10.23); and

WHEREAS, Declarant desires to protect a significant contiguous area of this rare species habitat as an integral part of the development of the Property; and

WHEREAS, the Property is subject to the terms and provisions of MA Endangered Species Act [G.L. c. 131A]; and

WHEREAS, Declarant desires and agrees that Parcel B-1, which contains approximately 40,000 square feet as shown on said Plan, shall be maintained in perpetuity as habitat and open space, subject to the Prohibited Acts and Uses and Reserved Rights set forth below;

NOW, THEREFORE, Declarant hereby voluntarily declares and imposes in perpetuity upon the Parcel the following covenants, conditions and restrictions for the benefit of Declarant, the Town of Harwich [hereinafter the "Town"], and the Commonwealth of Massachusetts Division of Fisheries and Wildlife [hereinafter the "Division"], and said Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

1. **Prohibited Acts and Uses.** Subject to the exceptions set forth in Section 2 below, the following acts and uses are prohibited in the Parcel:
 - A. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility in, on, above or below said Parcel.
 - B. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit.

- C. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance of material whatsoever or the installation of underground storage tanks.
 - D. Cutting, removing or otherwise destroying trees, grasses or other vegetation or disturbance of shrubs, ground, forest floor or leaf litter.
 - E. The use of motorized vehicles of any kind, except as required by the police, fire department or any other governmental agents in carrying out their lawful duties.
 - F. Activities substantially detrimental to drainage, flood control, water conservation, erosion control or soil conservation.
 - G. Any other use of or activity on the Parcel which would materially impair significant conservation interests thereon unless necessary for the protection of the conservation interest that are the subject of this restrictive covenant.
2. Reserved Rights. Notwithstanding any provisions herein to the contrary, Declarant reserves to itself and its successors and assigns the right to:
- A. establish, enforce, waive, alter and amend such additional rules, regulations, covenants, conditions and restrictions governing use of the Parcel as are not otherwise prohibited by this Declaration of Restriction as agreed to in writing by the Division and allowed by applicable federal, state or local law or regulation, and
 - B. conduct or permit the following activities in the Parcel if such acts do not materially impair significant conservation interests:
 - 1) Selective cutting or pruning of trees and vegetation to maintain access to and over existing footpaths located thereon and for protection of persons and property from imminent risks of harm or damage to persons and structures.
 - 2) Construct fences or necessary boundary markers on the Parcel upon written consent by the Division, such consent not to be unreasonably withheld.
 - 3) Habitat management activities, including forestry, may be permissible with prior written approval from the Natural Heritage and Endangered Species Program of the Division of Fisheries and Wildlife (the "Division"), its successors and assigns;
3. Monuments and Signage. The Declarant and the Declarant's Successors shall maintain in good condition any, bounds, monuments, markers and signs shown on the Plan,

demarcating the boundaries of the Parcel, and shall repair and or replace said monuments and signage on an as needed basis.

4. **Term - Binding Effect In Perpetuity.** This Declaration of Restriction and its provisions herein set forth shall run with the Parcel as shown on said Plan in perpetuity from the date of recordation in the Barnstable County Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Parcel or claiming to have an interest with respect to said Parcel as tenants, invitees, licenses or otherwise, and all of the respective heirs, successors, grantees, mortgages, assigns, agents, contractors, subcontractors and employees of the foregoing.

This Declaration of Restriction is hereby intended and declared to be in perpetuity and no re-recordation of this Declaration of Restriction under G.L. c. 184, ss. 23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Parcel, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restriction.

Notwithstanding anything inconsistent or to the contrary set forth above, the Town and the Division are hereby authorized, jointly and severally, to record and file any notices and/or instruments that the Town and/or the Division deem appropriate to assure the legal validity and enforceability in perpetuity of this Declaration of Restriction and the Declarant, on behalf of itself and its successors and assigns, hereby appoints the Town and the Division as its and their attorney-in-fact to jointly or severally execute, acknowledge, deliver and record any such notice or instrument on its and/or their behalf. Without limiting the forgoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the Town or the Division.

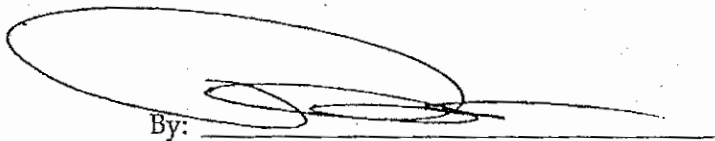
5. **Enforceability.** The Town and the Division, jointly and severally, shall have the authority and right to enforce this Declaration of Restriction and are a benefitted parties.

The Town and the Division, jointly and severally, shall have the right to enter the Parcel, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the Parcel to determine compliance with this Declaration of Restriction; (ii) enforcing this Declaration of Restriction; and (iii) taking any other action which may be necessary or appropriate.

The Town and the Division, jointly and severally, shall have the right to bring proceedings at law or equity against any party or parties violating or attempting to violate the terms of this Declaration of Restriction to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Parcel adversely affected, after providing written notice to such party or parties and all mortgagees of record if the names and addresses of such parties and mortgagees have been provided in writing to the Town and the Division.

6. Severability. If any court or other tribunal of competent jurisdiction determines that any provision of this Declaration of Restriction is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.
7. Non-Waiver. Any election by the Town and/or the Division as to the manner and timing of its right to enforce this Declaration of Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
8. Access. This Declaration of Restriction does not grant to the Town, the Division, the general public, or to any other person or entity any right to enter upon the Parcel except the right of the Town and the Division to enter the Parcel at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and enforcing this Declaration of Restriction as set forth in Section 5 above.
9. Incorporation Into Deeds, Mortgages, Leases and Instruments of Transfer. Declarant and Declarant's successors and assigns, including all subsequent owners of the Parcel, shall incorporate this Declaration of Restriction, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Parcel. Any such deed, mortgage or other interest purporting to convey any portion of the Parcel without including this Declaration of Restriction in full or by reference shall be deemed and taken to include said Declaration of Restriction in full even though said Declaration of Restriction is not expressly described or referenced therein.
10. Recordation/Registration. Declarant shall record and/or register this Declaration of Restriction with the appropriate Registry of Deeds and/or Land Registration Office within thirty (30) days of its date of execution.
11. Amendment and Release. No amendment or release of this Declaration of Restriction shall be effective unless it has been approved in writing by the Division [hereinafter the Division Approval] and said amendment or release and the requisite Division Approval has been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

IN WITNESS WHEREOF, PETER B. DONOVAN, Manager of HFH Development, LLC has caused these presents to be signed, acknowledged and delivered in its name and behalf this 18th day of SEPT., 2016.

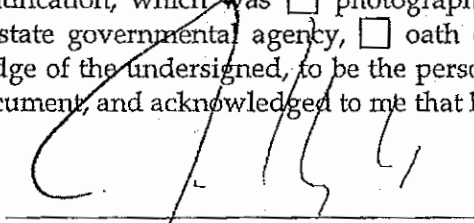


By: _____
Peter B. Donovan, Manager

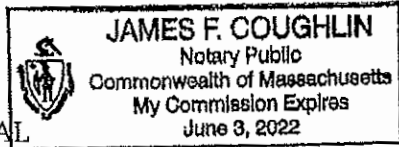
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. 9/19, 2016

On this day before me, the undersigned notary public, personally appeared(name), proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



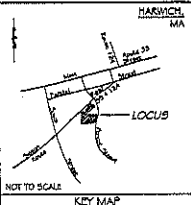
Notary Public



SEAL

My Commission Expires: 6/3/22

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register



OWNERS OF RECORD:

PARCEL A
ARTHUR F. DOANE, JR.
160 FOREST STREET
HARWICH, MA 02645
DEED BOOK 1412 PAGE 465
PLAN BOOK 372 PAGE 46
ASSESSORS MAP 31, PARCEL D-5
TOTAL AREA 154,420 SF OR 3.58 AC
UPLAND AREA 97,110 SF OR 2.23 AC
WETLAND AREA 57,310 SF OR 1.32 AC

PARCEL B
LOUIS J. DOMINAKA, JR., TRUSTEE
CLYDE ROCK REALTY TRUST
P.O. BOX 1218
SOUTH DENNIS, MA 02566
DEED BOOK 17402 PAGE 70
PLAN BOOK 353 PAGE 21
ASSESSORS MAP 31, PARCEL D-4
TOTAL AREA 375,440 SF OR 8.59 AC
UPLAND AREA 419,610 SF OR 9.61 AC
WETLAND AREA 177,630 SF OR 4.06 AC

ADJUTERS
A) DAKA L. DONNELLY
DEED BOOK 27685 PAGE 55
ASSESSORS MAP 31 PARCEL A-1
B) WALTER FOSTER
DEED BOOK 12304 PAGE 310
ASSESSORS MAP 31 PARCEL A-2
C) GARY J. ZELCH
ELIZABETH D. ZELCH
DEED BOOK 4841 PAGE 112
ASSESSORS MAP 31 PARCEL A-3
D) KATHLEEN H. MULLISSA SOUTHWORTH
DEED BOOK 22503 PAGE 262
ASSESSORS MAP 31 PARCEL A-4
E) THOMAS H. CANAL TIBBERT
DEED BOOK 22754 PAGE 122
ASSESSORS MAP 31 PARCEL A-5

ZONING CLASSIFICATION
ZONE R1 (RESIDENTIAL LOW DENSITY)
MINIMUM AREA 40,000 SF
MINIMUM FRONTAGE 120 FEET
FRONT YARD SETBACK 25 FEET
SIDE AND REAR YARD SETBACK 20 FEET
MAXIMUM BUILDING COVERAGE 15%
MAXIMUM BUILDING HEIGHT 30 FEET
MAXIMUM DENSITY FACTOR .22

AREA OF NEW LAND PARCEL A-1 AND REMAINDER OF B-1
APPROXIMATE TOTAL AREA = 375,320 SF OR 8.58 AC
APPROXIMATE UPLAND AREA = 409,190 SF OR 9.26 AC
APPROXIMATE WETLAND AREA = 172,130 SF OR 3.93 AC

NOTE
PARCELS A-1 AND B-1 CONTAIN INSUFFICIENT AREA AND FRONTAGE TO COMPLY WITH ZONING REGULATIONS AND SHALL BE CONVEYED TO ADJUTERS. PARCEL B-1 SHALL BECOME AND REMAIN A PART OF THE REMAINDER OF PARCEL A. PARCEL A-1 SHALL BECOME AND REMAIN A PART OF THE REMAINDER OF PARCEL B.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT REQUIRED

DATE OF APPLICATION January 13, 2016

NO DETERMINATION OF COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR IS INTENDED.

HARWICH PLANNING BOARD

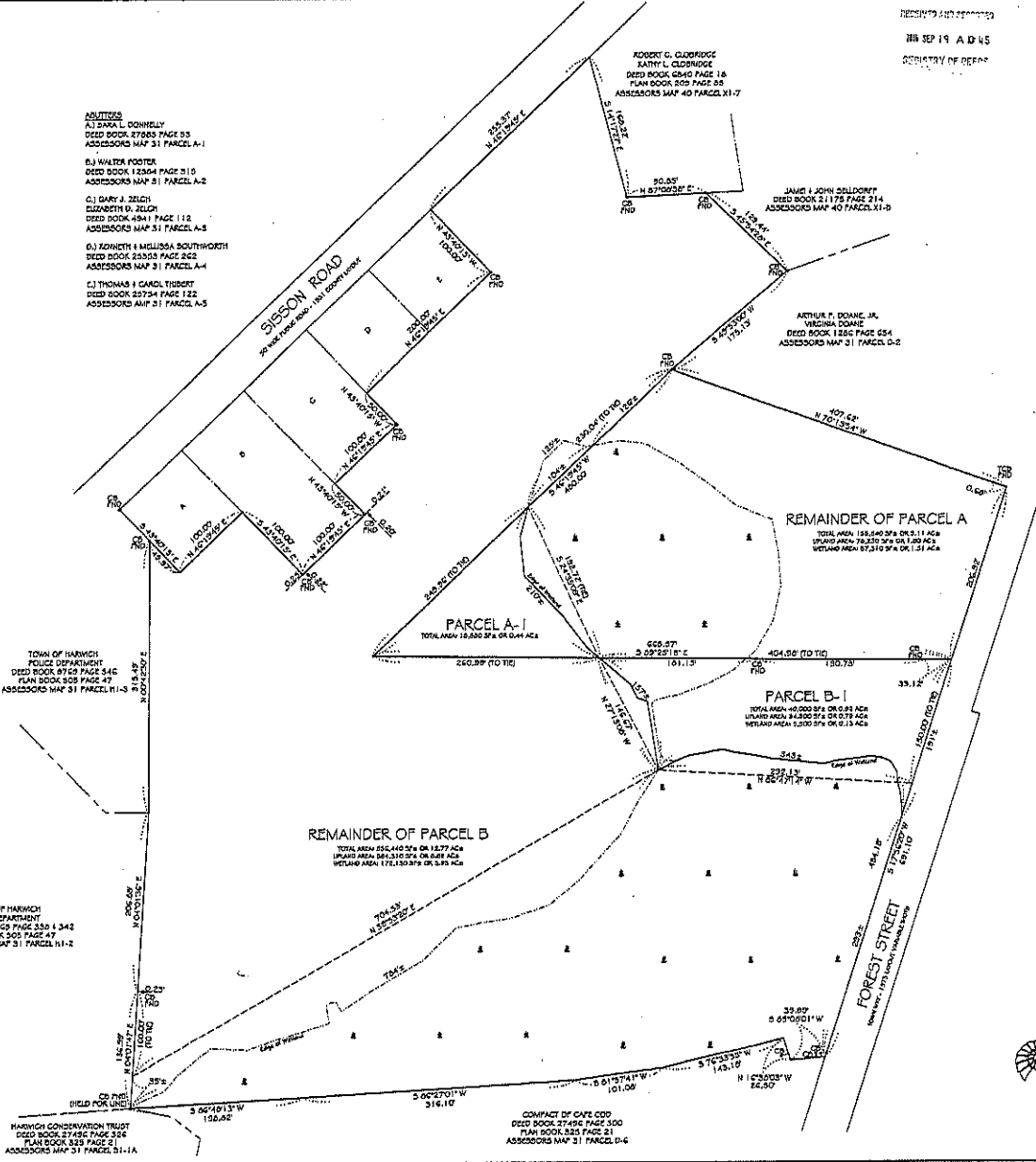
DATE February 23, 2016

[Signatures]

TOWN OF HARWICH
FIRE DEPARTMENT
DEED BOOK 8752 PAGE 542
PLAN BOOK 305 PAGE 47
ASSESSORS MAP 31 PARCEL H1-3

HARWICH CONSERVATION TRUST
DEED BOOK 27452 PAGE 256
PLAN BOOK 325 PAGE 21
ASSESSORS MAP 31 PARCEL S1-1A

COMPACT OF CAFE COO
DEED BOOK 27496 PAGE 300
PLAN BOOK 325 PAGE 21
ASSESSORS MAP 31 PARCEL D-6



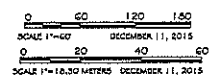
RECORD TO BE RETURNED
ON SEP 19 A D 45
DEPARTMENT OF REVENUE

FOR REGISTRY USE ONLY
I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS EFFECTIVE JANUARY 1, 1976 AND AMENDED JANUARY 7, 1998.

DATE 2-23-16



APPROVAL NOT REQUIRED
PLAN OF LAND
IN
HARWICH, MASSACHUSETTS
FOR
HFH DEVELOPMENT, LLC



J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services
1573 Main Street - Route 6A
P.O. Box 1773
Brewster, MA 02601
(508) 898-8801
(508) 898-8802

666 19

An Analysis of the Market Potential
For Apartment Development
--- Sisson Road Apartments ---
Harwich, Massachusetts

Prepared on behalf of:

Heritage Properties
100 Merrimack Street, Suite 401
Lowell, MA 01852

April 14, 2021



TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS
1375 E. WOODFIELD ROAD, SUITE 520
SCHAUMBURG, IL 60173
t 847.925.5400 f 847.925.5415
www.tcrossinc.com



TRACY CROSS & ASSOCIATES, INC.

INTRODUCTION

At the request of Heritage Properties, Tracy Cross & Associates, Inc. evaluated the market potential for residential development in Harwich, Barnstable County, Massachusetts. Specifically, this analysis addresses the marketability of moderate-density market rate apartments within an approximate 7.7-acre portion of a 13.21-acre parcel aligning Sisson Road immediately southwest of Forest Street. The property is situated 1.5 miles south of US 6/Mid-Cape Highway and roughly one-half mile north of MA 28, principal commutation and commercial corridors of the Lower Cape area.

**GEOGRAPHIC DELINEATION: SISSON ROAD PROPERTY
-- HARWICH, MASSACHUSETTS --**



Source: Heritage Properties and Google Maps

Overall, this analysis establishes the following:

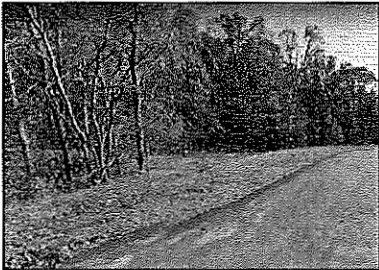
- Conclusions regarding the depth of the Harwich area for new construction market rate multifamily development during the 2021-2025 forecast period based upon pertinent economic, demographic, and residential construction trends which define the marketplace.
- Conclusions regarding the marketability of moderate-density market rate apartments to be developed under Mass General Law Ch. 40b guidelines and distributed within a series of multi-story residential buildings to include private structured parking. These conclusions are based upon factors associated with the location of the property, the performance of proximate newer market rate apartment developments of scale, and the near term outlook for apartment development in Harwich and its environs.

- Detailed product development guidelines for apartment housing forms that have measurable market support, together within a benchmark rent strategy and associated absorption forecast to competitively position a prototype development in the marketplace.

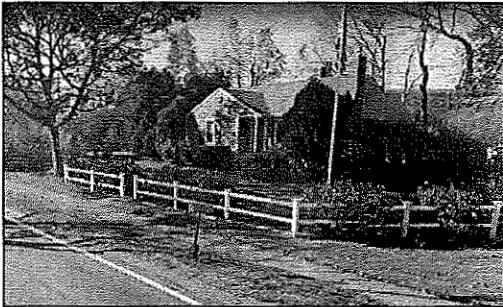
- Alternative benchmark rent strategies and attendant absorption forecasts to enable further financial modeling.

THE SUBJECT PROPERTY AND ITS ENVIRONS

The subject property is a 13.21-acre parcel aligning Sisson Road immediately southwest of Forest Street in Harwich, Massachusetts. Formerly planned for residential duplex development, temporary roadway and other infrastructure improvements are in-place. Approximately 5.5 acres of the overall assemblage consists of dedicated wetlands along with native vegetation which will be preserved. The property is directly northeast of the Town of Harwich Police and Fire Department campus, while established residential neighborhoods align Sisson Road and Forest Street. The property is also proximate to the Grass Pond Bird Sanctuary, a popular nature area aligning Forest Street and within minutes of the many beaches, boardwalks, and nature trails of the Cape Cod National Seashore.



The Sisson Road Property



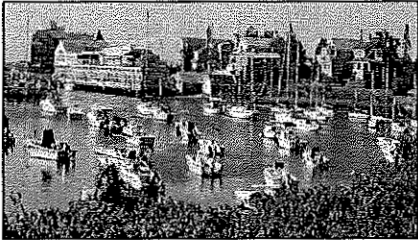
Representative Neighborhood – Harwich, MA



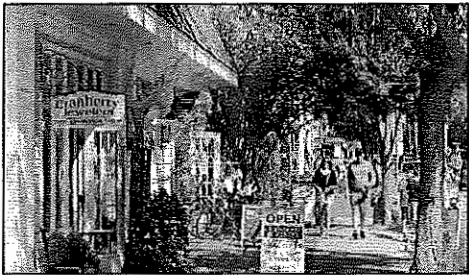
Cape Cod National Seashore

Sisson Road will afford future residents of the community ease of access to grocery, pharmacy, auto services, banking facilities and other daily consumer services within minutes of the subject site. Residentially, the immediate area is characterized by established neighborhoods of homes built primarily during the 1960s through the 1990s where single family home values today range from the high-\$300,000s to the \$800,000 mark inland, with coastal area home values extending well beyond \$1.0 million. The modicum of townhome, duplex and/or older condominium developments currently support values extending from the high-\$200,000s to the mid-\$400,000s. The general area is also beginning to experience a measure of teardown/replacement single family development.

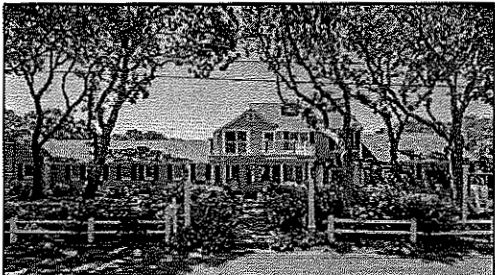
Harwich is a picturesque harbor town in the Lower Cape area of Cape Cod long been recognized as a seasonal destination for tourism and (particularly) boating enthusiasts. The town supports numerous shops, art galleries, and a variety of dining establishments, along with variety of established bed and breakfast inns and resorts. Apart from its seasonal attraction, however, US 6 and MA 28 afford residents ease of access to concentrations of employment throughout Barnstable County, as well as sources of employment throughout Plymouth County to the west which are all within an approximate 30- to 45 minute drive of Harwich.



Wychmere Harbor – Harwich, MA



Harwich Village Center



The Commodore Inn – Harwich, MA

Emergency services for residents are provided by Cape Cod Healthcare hospital campuses in Hyannis and Falmouth, which also provides affiliated diagnostic and urgent care facilities in Harwich. This health system also represents a major regional employer. While it is not expected that the proposed development would attract a significant family segment, the property is served by the well regarded Monomoy School District's Harwich Elementary and Monomoy Regional High School which are within one-half mile west and northeast of the site, respectively.

Overall, the site occupies an **excellent** location relative to regional employment, healthcare, and established ancillary services, while its alignment with Sisson Road will provide a strong marketing window for Heritage Properties.

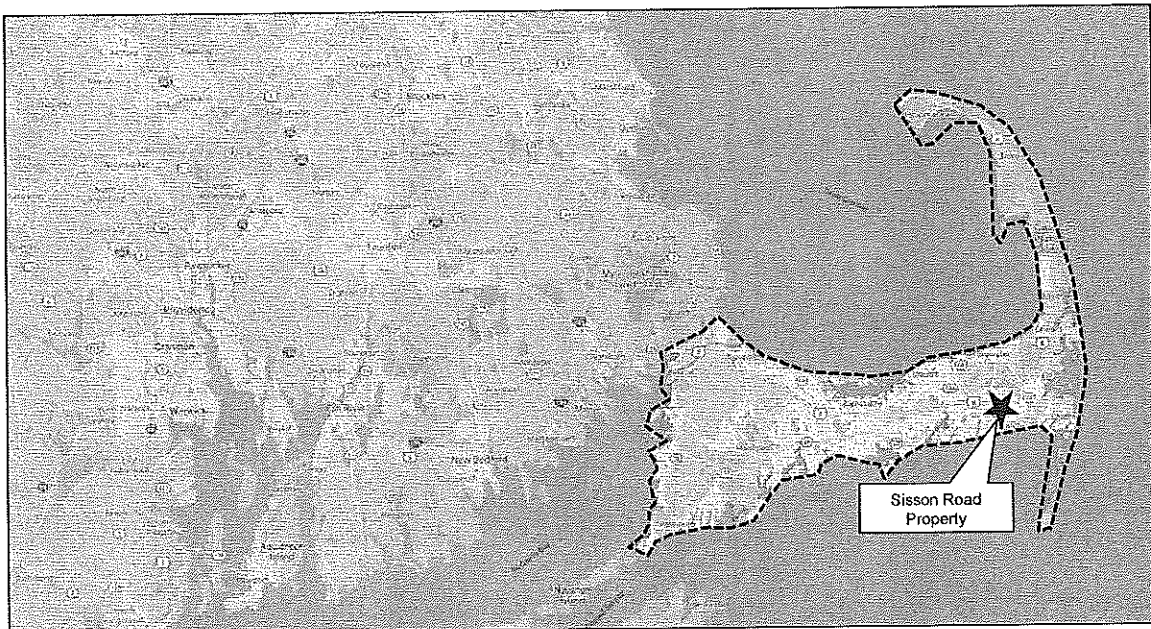
THE PROPOSED DEVELOPMENT

As conceptualized, the Sisson Road Apartments envisions up to 100 moderate-density market rate apartments to be distributed among a series of multi-story residential buildings to (potentially) include private structured parking within a wooded, lifestyle-oriented enclave living environment. The purpose of this analysis is to forward recommendations for those apartment housing forms which have measurable market support, blend harmoniously with adjoining residential, civic, and recreational areas, and can maximize land values and overall financial return. Pending approval, construction of the proposed development is expected to commence in late-2021 or 2022 in anticipation of initial occupancies in 2023.

THE MARKET AREA

The geographic area from which primary demand support for apartment development within the Sisson Road property will emanate consists of the host Barnstable County in its entirety. Encompassing 1,306 square miles in southeastern Massachusetts, this defined *Barnstable County Market Area* consists of the Cape Cod peninsula and its associated islands, and forms a homogeneous region defined by its dependence upon like sources of employment and transportation systems, socio-economic similarities in demographic and household composition, and the alignment and location of rental developments which will serve as sources of competitive influence.

GEOGRAPHIC ORIENTATION: BARNSTABLE COUNTY MARKET AREA



Source: Google Maps and Tracy Cross & Associates, Inc.

CONCLUSION

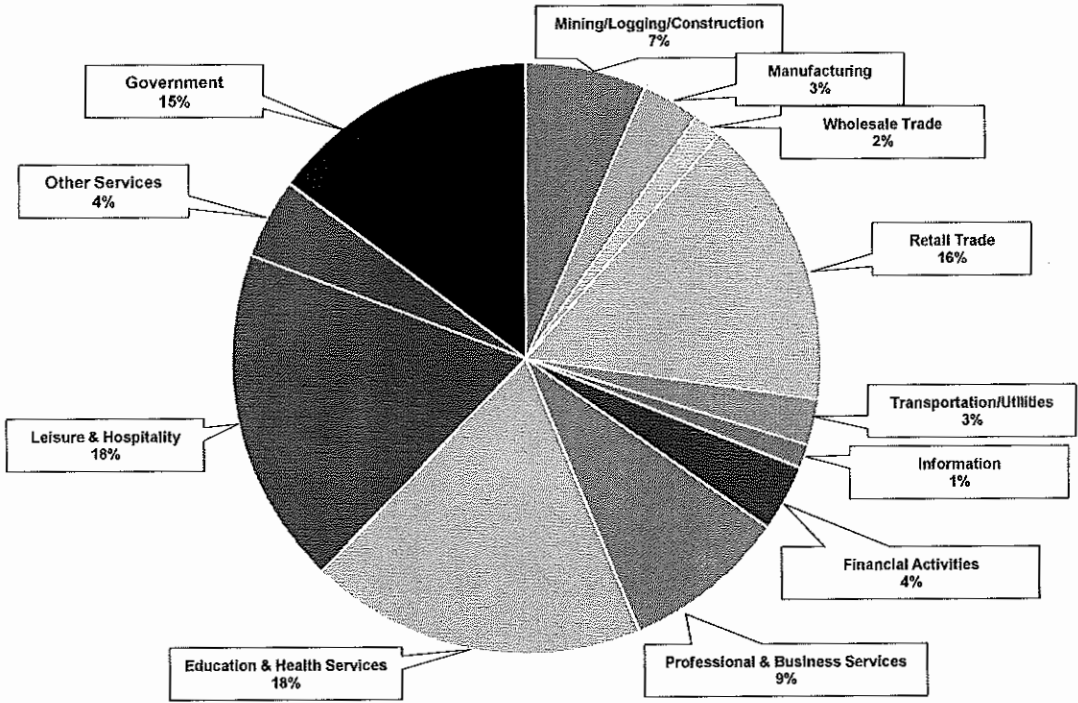
The market potential for rental apartment development within the Sisson Road property is viewed as **strong** based upon the property's location proximate to significant concentrations of employment, healthcare, and ancillary services, access to regional transportation systems and sustaining demand for market rate rental apartment construction through the 2021-2025 forecast period and beyond. This conclusion also considers the expectation of *measured* economic growth during the 2021-2025 timeframe, summarized as follows:

EMPLOYMENT TRENDS

Barnstable County defines the Barnstable Town, MA MSA, a region rooted in tourism and hospitality, education/health services, engineering, and professional/business services. Major regional employers include (among others) Cape Cod Health Systems, Cape Cod Potato Chips, Savant Systems, Seikagaku America, Sencorpwhite, Inc., Teledyne Benthos, and Arcor Epoxy Coatings. Government, as well, plays a

major role in the region, including the U.S. Coast Guard and the Oceanographic Institute, along with federal, state, county and municipal public and school administrations. According to the U.S. Department of Labor, the MSA supported a total nonfarm employment base of 107,100 in 2019, with a combined 33.0 percent of all nonfarm workers employed in education, healthcare, and government (36,000 jobs), followed by leisure/hospitality with an 18.0 percent representation (19,700 jobs) and professional/business services (9.0 percent or 9,400 workers). Wholesale and retail trade and manufacturing also play key roles in the region, supporting a combined 22,100 jobs or 21.0 percent of total employment.

**2019 NONFARM EMPLOYMENT BY INDUSTRY SECTOR
-- BARNSTABLE TOWN, MA MSA⁽¹⁾ --**

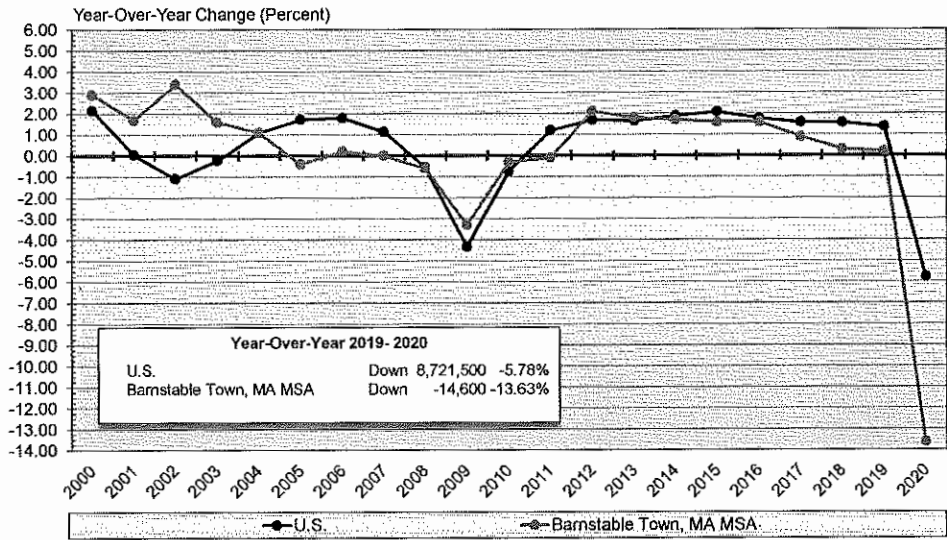


⁽¹⁾ Defined as Barnstable County, Massachusetts.
Source: U.S. Department of Labor, Bureau of Labor Statistics

Employment growth in the Barnstable Town, MA MSA has generally mirrored national trends over the last two decades. For example, while statistics must be viewed in context, between 2000 and 2019 the MSA averaged 611 payroll additions yearly, reflecting an annual growth rate of 0.6 percent during the 19-year period. This compares with a national average of 0.7 percent during the same timeframe. Moreover, Barnstable County benefitted from *strong* levels of employment growth in the aftermath of the Great Recession (2010-2015) when payroll additions averaged 1,400 yearly and annual growth rates averaged 1.7 percent. The pace of employment growth moderated during the subsequent 2015-2019 timeframe, averaging 775 yearly or an annualized 0.3 percent growth rate, attributed at least in part to trade imbalance issues impacting regional technology and manufacturing industries. Refer to Appendices A1 and A2 for detailed employment statistics.

It must also be noted that the region has been hard hit by the COVID-19 pandemic and ensuing economic constraints. Specifically, the Barnstable Town MSA experienced year-over-year job losses of 14,600 in 2020 or 13.6 percent of total employment. This compares with a 5.8 percent employment contraction witnessed nationwide during the year. As might be expected, the majority of job losses occurred during the April-July 2020 period when (collectively) payroll losses totaled 348,100 jobs or an average of 87,025 per month, largely impacting the region's leisure/hospitality, retail trade and education/healthcare sectors of industry.

NONFARM EMPLOYMENT GROWTH COMPARISONS
-- BARNSTABLE TOWN, MA MSA AND THE U.S. --



Source: U.S. Department of Labor, Bureau of Labor Statistics

In tandem with initial federal stimulus efforts and a coordinated reboot of the national economy, however, the *pace* of job contractions nationally began to moderate in the 3rd Quarter 2020, reflected in national GDP growth which outpaced expectations, advancing by a substantial 33.4 percent during the 3rd Quarter 2020. Continued discernible growth nation-wide resulted in GDP growth at an annual pace of 4.3 percent during the 4th Quarter 2020, although the rebound in the second half of 2020 could not overcome the economic shock earlier in the year, with the national economy contracting by 5.8 percent in 2020.

Realistically, the overall impact of the pandemic and ensuing economic restrictions will vary *dramatically from region to region* and could potentially also result in *intra-regional* shifts in levels of demand. Home sales (in particular) have begun to respond with new and existing for-sale housing sectors gaining traction through the end of 2020 and expected to achieve tangible growth during the 2021-2025 forecast period, especially given today's mortgage interest climate and expected favorable conditions for at least the next 24 to 36 months. It must also be reiterated that, in 2020, there were some 92,500 *private sector* jobs in Barnstable County, representing major employers across a broad base of industry sectors. Hence, despite today's rather bleak economic picture, our favorable conclusion considers the expectation of tangible yet reserved regional economic growth beginning in mid-2021 and continuing through the 2025 forecast period in concert with potential introduction of the Sisson Road Apartments in 2023 or later.

DEMOGRAPHICS

The following paragraphs summarize demand-related market fundamentals which inform the benchmark rent strategy and absorption forecast:

□ As summarized in Appendix A3, positive employment will continue to foster relatively steady rates of household growth during the 2021-2025 forecast period. Specifically, estimates derived from the 2010 Census carried forward to 2020 indicate that the Barnstable County Market Area currently supports a household base of 96,397. Largely reflecting turbulent economic periods experienced during much of the decade, household growth in the market area averaged a modest 64 additions yearly during the 2010 decade. Looking forward Census estimates indicate household growth advancing to an average of 241 yearly through 2025. However, these estimates are based primarily upon the generally built-out character of the market area, coupled with shifting demographics and transitioning lifecycle patterns of maturing resident families. **Census estimates do not reflect potentials in redevelopment initiatives** set forth by constituent municipalities including not only Harwich, but also Chatham, Hyannis, Falmouth, Orleans, and others to repurpose under-utilized properties, as a diminishing supply of land available for residential development of scale throughout Barnstable County effectively *limits* new construction to infill and/or redevelopment sites such as the subject Sisson Road initiative.

□ Tenure estimates in the Barnstable County Market Area favor ownership which accounts for 77.5 percent of all occupied units. Not to be dismissed, however, an estimated 21,734 households or 22.5 percent are renters, despite a definitive lack of rental construction and (particularly) market rate rental construction in the county over the last two decades. In Harwich itself, 19.7 percent of residents are renters (1,140 households). Renter household additions reflect increased occupancies among existing, older rental developments generally built prior to 1985, elevated participation in ownership inventory (both attached and detached) brought to the market as rentals, coupled with a modicum of workforce and/or affordable rental construction of late.

□ Also consistent with the proposed lifestyle development initiative, as detailed in **Exhibit 1**, market area householders reflect a median age of 61.5 years. Specifically, 9.2 percent of current market area households are under the age of 35, while 61.4 percent are aged between 45 and 74, representing the strongest age categories for rental and/or lifestyle-oriented housing forms. Moreover, Census estimates of household composition reveal that three-quarters of resident market area households represent those *without children under the age of 18*, primarily reflecting persons living alone or in two-person arrangements, consistent typical renter and/or lifestyle profiles.

HOUSEHOLD COMPOSITION: 2020
-- BARNSTABLE COUNTY MARKET AREA --

Attribute	Barnstable County Market Area		Town of Harwich	
	Number	Percent	Number	Percent
Total Households	96,397	100.0	5,795	100.0
1-Person Household	32,364	33.6	2,056	35.5
2-Person Household	37,182	38.6	2,286	39.4
3-Person Household	12,699	13.2	684	11.8
4-Person Household	8,963	9.3	518	8.9
5-Person Household	3,582	3.7	175	3.0
6-Person Household	1,190	1.2	63	1.1
7 or More Person Household	417	0.4	13	0.2
Total 1- and 2-Person Households	69,546	72.1	4,342	74.9

Source: Environics Analytics

□ Rental apartment development within the Sisson Road property is also consistent with socio-economic characteristics of market area residents. For example, households throughout the market area support an estimated 2020 median annual income of \$78,583. As summarized in the following text table and detailed in Appendices A3 and A4, 2020 median incomes in Harwich were

HOUSEHOLDS BY TYPE AND AGE OF HOUSEHOLDER: 2020
 -- THE BARNSTABLE COUNTY MARKET AREA --

Attribute	Barnstable County Market Area		Town of Harwich	
	Number	Percent	Number	Percent
2020 Households by Type				
Total Households	96,397	100.0	5,795	100.0
Average Household Size	----- 2.17 -----		----- 2.09 -----	
Households with Children	21,408	22.2	1,171	20.2
Married Couple	14,385	14.9	821	14.2
Other Family	6,772	7.0	339	5.8
NonFamily	251	0.3	11	0.0
Households without Children	74,989	77.8	4,624	79.8
Married Couple	32,179	33.4	2,037	35.2
Other Family	5,783	6.0	346	6.0
NonFamily	37,027	38.4	2,241	38.7
2020 Households by Age of Householder				
Total Households	96,397	100.0	5,795	100.0
Under 25	1,364	1.4	81	1.4
25 - 34	7,494	7.8	418	7.2
35 - 44	9,528	9.9	470	8.1
45 - 54	13,417	13.9	765	13.2
55 - 64	22,101	22.9	1,215	21.0
65 - 74	23,753	24.6	1,578	27.2
75 - 84	12,781	13.3	861	14.9
85 and Over	5,959	6.2	407	7.0
<i>Median</i>	----- 61.5 Years -----		----- 63.6 Years -----	
<i>Households Under 35</i>	8,858	9.2	499	8.6
<i>Households 35 - 54</i>	22,945	23.8	1,235	21.3
<i>Households 55 - 74</i>	45,854	47.6	2,793	48.2

Source: Environics Analytics and Tracy Cross & Associates, Inc.

estimated at \$83,287. Further, based upon typical renter profiles and most germane to quality new market rate rental development, these exhibits also reveal that not fewer than two-thirds of resident households under the age of 35 and aged 45 to 74 earn *at least* \$58,000 annually, incomes requisite to support rental rates for quality, new construction market rate apartments complying with Ch. 40b development guidelines. Refer to Appendix A5 for delineation of Ch. 40b qualifying methodology.

**HOUSEHOLD AGE AND INCOME CHARACTERISTICS: 2020
-- BARNSTABLE COUNTY MARKET AREA --**

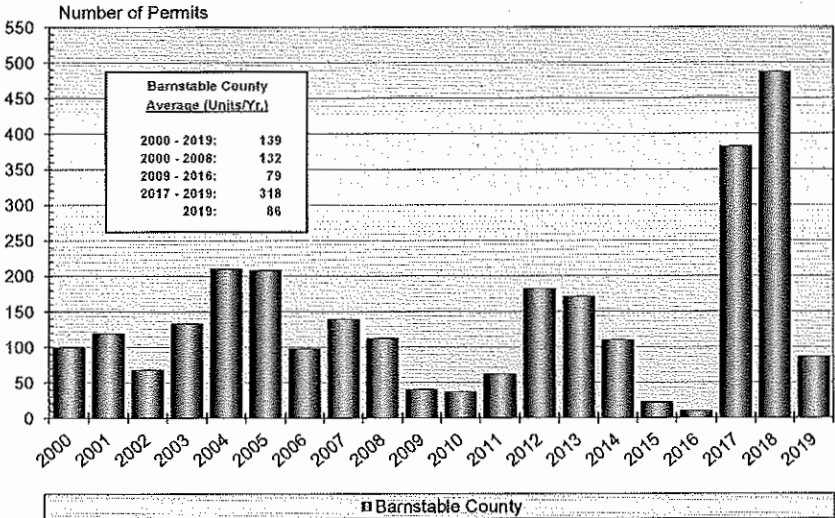
Attribute	Total Households					
	Barnstable County Market Area			Town of Harwich		
	Number	Percent	Median	Number	Percent	Median
Total Households	96,397	100.0	\$78,583	5,795	100.0	\$83,287
Under 25 Years	1,364	1.4	55,065	81	1.4	87,360
25 - 34 Years	7,494	7.8	75,000	418	7.2	86,463
35 - 44 Years	9,528	9.9	96,896	470	8.1	100,583
45 - 54 Years	13,417	13.9	105,942	765	13.2	107,161
55 - 64 Years	22,101	22.9	93,784	1,215	21.0	94,558
65 - 74 Years	23,753	24.6	77,780	1,578	27.2	81,958
75 - 84 Years	12,781	13.3	54,764	861	14.9	56,951
85 Years and Over	5,959	6.2	39,688	407	7.0	36,119
Total Households Under 35 Years	8,858	9.2	\$71,930	499	8.6	\$86,609
With Incomes of \$58,000 or More	5,449	61.5	---	361	72.3	---
With Incomes of \$75,000 or More	4,263	48.1	---	325	65.1	---
Total Households Aged 35 to 54 Years	22,945	23.8	\$102,186	1,235	21.3	\$104,658
With Incomes of \$58,000 or More	17,048	74.3	---	960	77.7	---
With Incomes of \$75,000 or More	14,615	63.7	---	866	70.1	---
Total Households Aged 55 to 74 Years	45,854	47.6	\$85,494	2,793	48.2	\$87,439
With Incomes of \$58,000 or More	30,854	67.3	---	1,888	67.6	---
With Incomes of \$75,000 or More	25,377	55.3	---	1,585	56.7	---

Source: Environics Analytics and Tracy Cross & Associates, Inc.

RESIDENTIAL CONSTRUCTION TRENDS

Lending support to apartment development within the Sisson Road property, there has been only limited and sporadic apartment construction in the whole of Barnstable County over the last *two-plus* decades. Specifically, as detailed in Appendix A6, since 2000 and through 2019 market area multifamily authorizations have averaged a modest 139 yearly, representing only 15.7 percent of total residential construction activity over the last 20 years. The strongest recent period of multifamily construction occurred during the 2000-2007 timeframe when an average of 134 units were permitted annually, for the most part reflecting a modicum of condominium development during the housing boom period, together with a limited number of senior housing and/or income-qualifying affordable rental development. During the subsequent 2008-2016 timeframe, multifamily issuances fell to an annual average of 83 yearly. During the more recent 2017-2019 period, however, authorizations spiked, averaging 318 yearly. These recent authorizations reflect development of condominium projects such as Old Wharf Village in Chatham and Ocean Heights in Dennis Port; the 202-unit Everleigh Cape Cod active adult apartments in Hyannis; a number of affordable and/or workforce housing communities such as Yarmouth Commons in Barnstable, Village at Nauset Green in Eastham, Little Pond Place in Falmouth, Village Green in Hyannis, and Clay Pond Cove/Canal Bluffs in Bourne. However, the only non age-restricted *market rate* apartments to be authorized recently include the 29-unit Carriage House Apartments in Barnstable and the 22-unit 319 Main Street Apartments now under construction in downtown Hyannis.

MULTIFAMILY PERMIT TRENDS: BARNSTABLE COUNTY, MA



Source: U.S. Bureau of the Census: C-40 Construction Reports and Tracy Cross & Associates, Inc.

RENTAL CONSTRUCTION OUTLOOK

In tandem with anticipated regional economic growth, coupled with noted demographic and socio-economic trends, over the 2021-2025 forecast period, the defined Barnstable County Market Area could support construction of up to 180 new *market rate* rental units annually (or a total of 900 units through 2025) without creating market weakness. Moreover, *new construction requirements could potentially double during any given year if supply were made available and competitive rents were maintained.* This new construction requirement balances Census estimates of household growth over the five-year forecast period with anticipated phased implementation of various mixed-use and/or infill redevelopment initiatives, multifamily construction trends over the past two decades, along with a measure of replacement demand. This derived annual new construction requirement is sufficient to support development of the proposed Sisson Woods Apartments during the forecast period.

**ANNUAL RENTAL CONSTRUCTION REQUIREMENT SUMMARY: 2020 - 2025
-- BARNSTABLE COUNTY MARKET AREA --**

Attribute	Number
Expected Annual Household Growth	241
Expected Annual Renter Household Growth @ 40.0 Percent of Total ⁽¹⁾	95
Annual Vacancy Requirement to Maintain Balance in the Market ⁽²⁾	30
Annual Replacement Demand @ 0.25 Percent of 2020 Rental Inventory	55
Derived Annual Rental Construction Requirement	180

⁽¹⁾ Determined by applying the expected percentage of new renter households to the expected number of new household additions from 2020 through 2025.
⁽²⁾ A balanced marketplace generally requires vacancies in the range of 5.0 to 6.0 percent; represents annualized estimate applied to total market area renter households over the five-year forecast period.

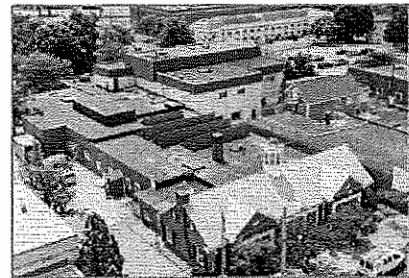
Source: Tracy Cross & Associates, Inc.

THE APARTMENT MARKETPLACE

As noted, only limited and sporadic new market rate apartment construction has occurred throughout Barnstable County over the last two decades. In fact, most localized rental alternatives represent smaller-scale, privately-managed developments built in the 1980s or earlier, together with a measure of adaptive residential conversion of former commercial properties. Hence, in order to evaluate the competitive environment within which the proposed Sisson Road Apartments would exist, our firm expanded the investigative area to encompass portions of the neighboring Plymouth and Bristol counties, generally focusing upon areas aligning the I-495/195 and MA 3 corridors south of US 44, as developments in these areas share commonalities in terms of transportation systems and/or sources of employment.

This section of our report therefore summarizes trends from a *regional* perspective, focusing upon newer construction market rate alternatives viewed as more representative of conventional sources of competitive substitution. Defined for purposes of this analysis as the *Harwich Competitive Market Area* or *CMA*, 13 developments and a collective 1,356 apartments built in 2004 or later constitute the representative competitive base. Most represent two or three-story, elevator-served developments of 100 units or less. Six of the 13 provide structured enclosed or attached or detached garage parking for an incremental fee, with the remaining seven developments offering only surface parking. The two representative age-restricted/active adult developments which are largely or solely designated as affordable to low income households have been excluded from this analysis. **Exhibit 2** provides a geographic orientation of the 13 representative developments, together with future projects announced and/or now under construction throughout the expanded CMA. The following paragraphs, in turn, briefly characterize competitive conditions in the marketplace which inform our conclusions and recommendations.

- ❑ As summarized in **Exhibit 3**, as of February 2021, posted base rents among the representative newer projects averaged \$2,342 monthly for a 1,018 square foot apartment home. Posted base rents translate to a value ratio of \$2.30 per square foot. Excluding the two workforce housing developments in Eastham and Hyannis, market rate rents range from average highs of \$2,539 or \$2.43 per square foot in Plymouth to a low of \$1,895 or \$1.80 in the town of Barnstable.
- ❑ As Exhibit 3 also reveals, despite the challenges of the last year, vacancies among *stabilized* CMA developments which stood at a very tight 3.0 percent at the close of February 2021, with only 30 of 1,008 stabilized units unoccupied. Notably, in Barnstable County, stabilized market rate and workforce developments are *fully occupied* and report waiting lists for occupancy. For perspective market balance generally requires vacancies in the range of 5.0 to 6.0 percent to allow for movement between developments. As might be expected, discounts and other lease incentives are negligible, typically seen in the waiving of administrative fees or reduced security deposits for select applicants.
- ❑ The newest market rate apartment project in Barnstable County is **319 Main Street**, a 22-unit adaptive residential conversion development now under construction in downtown Hyannis. Plan offerings include a variety of one, one bedroom and den, two and two bedroom and den plan styles which range in unit size from 655 to 1,471 square feet. Corresponding posted rents extend from \$1,800 to \$2,700 and average \$2,152 monthly for a 994 square foot unit. Posted rents yield a value ratio of \$2.16 per square. The resident is responsible for all utilities. Community amenities are limited to a fitness studio and private storage lockers. Marketing of 319 Main Street began in February 2021 in anticipation of initial occupancies in May. At the close of February, three apartments had been pre-leased. No lease incentives or discounts are currently being marketed.



**GEOGRAPHIC ORIENTATION:
REPRESENTATIVE NEWER/PLANNED APARTMENT DEVELOPMENTS
-- HARWICH CMA --**

Subject Property

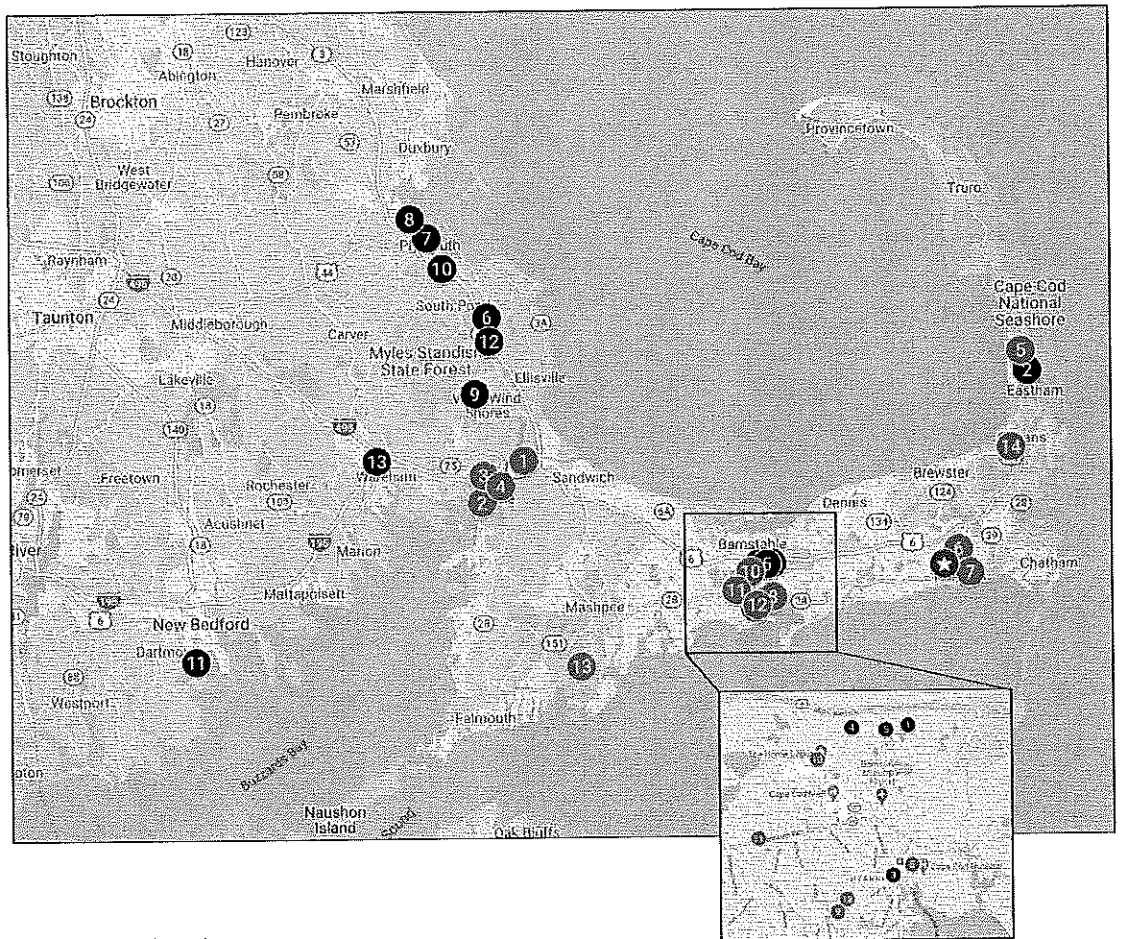
- Sison Road Apartments

Apartment Developments

- ① Carriage House
- ② Vllge at Nauset Green-Wkfr
- ③ 319 Main Street
- ④ Everleigh Cape Cod-AA
- ⑤ Village Green-Workforce
- ⑥ Avalon at the Pinehills
- ⑦ Copper Cove Village
- ⑧ Harborwalk at Plymouth Stn
- ⑨ Redbrook
- ⑩ Pointe 1620
- ⑪ Amelia-AA
- ⑫ Marq at the Pinehills
- ⑬ 35 Rosebrook Way

Future Developments

- ⑭ Jasper's Landing
- ⑮ TBD (Mixed-Use)
- ⑯ Bay Motor Inn Conv
- ⑰ The Tides at Bourne-AA
- ⑱ TBD (Mixed Use)
- ⑲ The Royal Apartments
- ⑳ Stone Horse Dorm Conv
- ㉑ Sea Captains Row
- ㉒ TBD (Twin Brooks Golf)
- ㉓ TBD (fmr Cape Cod Health)
- ㉔ TBD (Mixed-Income)
- ㉕ TBD Workforce
- ㉖ TBD (40B)
- ㉗ Orleans Cape Cod



Source: Google Maps and Tracy Cross & Associates, Inc.

COMPOSITE SUMMARY: REPRESENTATIVE NEWER APARTMENT DEVELOPMENTS
 -- HARWICH CMA⁽¹⁾ --

Municipality/ Development	Year Built/ Renovated	Number of Units	Number Vacant	Percent Vacant	Average Unit Size (Sq. Ft.)	Rent Characteristics				Stabilized Developments ⁽²⁾		
						February 2021				Number of Units	Number Vacant	Percent Vacant
						Average Proctor		Average Effective				
\$	\$/Sq.	\$	\$/Sq. Ft.									
Harwich CMA Total / Average:	---	1,356	240	18.0	1,078	\$2,342	\$2.30	\$2,335	\$2.29	1,008	30	3.0
Barnstable County												
Barnstable (Town)	---	29	0	0.0	1,052	\$1,895	\$1.80	\$1,895	\$1.80	29	0	0.0
Carriage House	2018	29	0	0.0	1,052	1,895	1.80	1,895	1.80	29	0	0.0
Eastham												
Village at Nauset Green (Workforce)	---	58	0	0.0	894	\$1,404	\$1.57	\$1,404	\$1.57	58	0	0.0
	2020	58	0	0.0	894	1,404	1.57	1,404	1.57	58	0	0.0
Hyannis												
319 Main Street ⁽³⁾	---	344	97	28.1	955	\$2,167	\$2.29	\$2,167	\$2.29	120	0	0.0
Everleigh Cape Cod-AA ⁽⁴⁾	2019	22	NA	NA	994	2,152	2.16	2,152	2.16	---	---	---
Village Green (Workforce)	2015	202	97	48.0	960	2,812	2.93	2,812	2.93	---	---	---
		120	0	0.0	940	1,140	1.21	1,140	1.21	120	0	0.0
Bristol County												
South Dartmouth	---	55	0	0.0	1,061	\$1,929	\$1.82	\$1,929	\$1.82	55	0	0.0
Amelia-AA ⁽⁵⁾	2018	55	0	0.0	1,061	1,929	1.82	1,929	1.82	55	0	0.0
Plymouth County												
Plymouth												
Avalon at the Pinehills	---	805	143	17.8	1,044	\$2,539	\$2.43	\$2,526	\$2.42	681	30	4.4
Copper Cove Village	2004	192	10	5.2	1,288	2,823	2.17	2,817	2.17	192	10	5.2
Harborwalk at Plymouth Station ⁽⁶⁾	2017	38	0	0.0	926	2,411	2.60	2,411	2.60	38	0	0.0
Marq at the Pinehills	2019	124	113	91.1	902	2,419	2.68	2,346	2.60	---	---	---
Pointe 1620	2016	220	11	5.0	996	2,614	2.62	2,614	2.62	220	11	5.0
Redbrook ⁽⁷⁾	2018	51	3	5.9	1,104	2,531	2.29	2,531	2.29	51	3	5.9
	2019	180	6	3.3	938	2,256	2.41	2,256	2.41	180	6	3.3
Wareham												
35 Rosebrook ⁽⁸⁾	---	65	0	0.0	1,093	\$2,115	\$1.94	\$2,115	\$1.94	65	0	0.0
	2018	65	0	0.0	1,093	2,115	1.94	2,115	1.94	65	0	0.0

⁽¹⁾ Defined as Barnstable County in its entirety together with areas of southern Plymouth County and coastal areas of eastern Bristol County.
⁽²⁾ Excludes rental programs currently undergoing renovation and/or new programs undergoing initial absorption.
⁽³⁾ Adaptive conversion. Leasing commenced February 2021; initial occupancy anticipated May 2021. Three (3) units pre-leased at close of February.
⁽⁴⁾ Age-restricted/Active Adult community; Leasing commenced January 2019; initial occupancy May 2019. Absorption rate of 4.5 units per month reflects 97 units occupied as of February 2021.
⁽⁵⁾ Age-restricted/Active Adult community; Leasing commenced October 2019; initial occupancy January 2020. Stabilized September 2020 at an overall absorption rate of 5.8 units per month.
⁽⁶⁾ Leasing commenced June 2019; initial occupancy November 2019. Absorption rate of 7.2 units per month reflects 113 units occupied as of February 2021.
⁽⁷⁾ Leasing commenced March 2019; initial occupancy July 2019. Stabilized February 2021 at an overall absorption rate of 9.1 units per month.
⁽⁸⁾ Leasing commenced September 2018; initial occupancy November 2018. Stabilized October 2019 at an overall absorption rate of 5.5 units per month.

Source: Tracy Cross & Associates, Inc.

- It is again noted that throughout Barnstable County, the average market rate apartment is now some 40 years old and lacks today's energy-efficient construction technologies and contemporary design elements and offers little (if any) form of community amenities. For perspective, Appendix A7 delineates pertinent feature and amenity characteristics and summarizes the range of leasing requirements and other incremental fees currently in effect among the representative sampling of newer developments found in more urbanized areas of Plymouth County. These feature and amenity characteristics are consistent with standard finishes and community amenities anticipated to be provided by the Sisson Road Apartments.

A FRAMEWORK FOR PLANNING

Within the context of the envisioned residential community and adhering to MA Ch. Law 40b development guidelines, **Exhibit 4** summarizes a suggested product matrix and benchmark rent strategy to competitively position a *prototype* 96-unit development in context with new construction alternatives throughout the CMA. This prototype matrix envisions two (2) four-story, elevator-served buildings, each consisting of three (3) residential floors over one level of structured parking at grade or (given topography) partially exposed. Structured parking is expected to accommodate +/-72 enclosed/structured single parking stalls together with +/-88 surface parking spaces, facilitating a market-consistent parking ratio of 1.67 parking spaces per residential unit. It is noted that the prototype development size is forwarded for financial planning only. Based upon land planning and approvals, total unit count could vary by +/-10.0 percent without material impact upon absorption potentials. It is further assumed that ten (10) percent of all units will represent three bedroom styles and 25.0 percent of all units (+/-24 units) will be designated for households earning not more than 80.0 percent of area median income (AMI). In establishing rents for these designated workforce units, we have adhered to the currently available MassHousing 2020 Income and Rent Limits effective April 1, 2020 and 2020 Utility Allowance Guidelines per bedroom type. For analytical purposes, we have also assumed that the mandated distribution will be proportionate among all plan offerings as detailed in **Exhibit 5**.



As outlined, the recommended unit types include a variety of one, two and three bedroom plan styles providing between 550 and 1,350 square feet of living area. Overall, the recommended development matrix provides 82,400 net leasable square feet, with the average apartment residence containing 858 square feet of living area, exclusive of patio or balcony. As outlined in Exhibits 4 and 5, benchmark posted **base** rents for the 72 *market rate* units extend from \$1,255 to \$3,150, and average \$2,390 for an 858 square foot apartment. Benchmark rents, which are presented in March 2021 dollars, **do not include** premiums for floor, corner-unit orientation or enhanced views. Nor do they include incremental revenues derived from optional enclosed parking, pet fees, administrative fees, or other landlord-provided services. For clarity, posted base rents represent the lowest rent available for a particular plan type and are established on the first residential floor of the prototype buildings. Benchmark posted base market rate rents yield a current dollar value ratio of \$2.77 per square foot.

Benchmark *net* rents for the 24 designated workforce units, in turn, extend from \$1,255 to \$1,735 and average \$1,358 monthly or \$1.61 per square foot – again, after estimated utility allowances are factored.

Benchmark rents assume quality interior appointments and community amenities as outlined on Exhibit 4. This exhibit also forwards a range of suggested market-consistent premiums and other fees for consideration. It is reiterated that the prototype development size is forwarded for financial planning only. Based upon land planning and approvals, total unit count could vary by +/-10.0 percent without material impact upon absorption potentials.

A BENCHMARK DEVELOPMENT STRATEGY^(1:4): SISSON ROAD APARTMENTS
 -- HARWICH, MASSACHUSETTS --



Three (3) Elevator-Served Residential Floors over Structured Parking: 96 Units / +/-72 Structured Parking Stalls and +/-88 Surface Parking Spaces

Plan Designation	One Bedroom	Two Bedroom	Three Bedroom
Number of Units:	62	24	10
Percent Distribution:	64.6	25.0	10.4
Bedrooms:	1	2	3
Baths:	1.0	2.0	2.0
Plan Size Range (Sq. Ft.):	550 - 800	1,000 - 1,200	1,350
Average:	685	1,100	1,350
Benchmark Posted <i>Base/Net</i> Rent Range ⁽¹⁾ :	\$1,255 - \$2,195	\$1,505 - \$2,975	\$1,736 - \$3,150
Average:	\$1,861	\$2,523	\$2,867
Per Sq. Ft.:	\$2.72	\$2.29	\$2.12

Community Summary ^(1:4)	Absorption at Benchmark
Total Number of Units: 96	Average Absorption to Stabilization: 7.6 (In Units per Month)
Total Net Leasable Square Feet: 82,400	Months to Stabilization: 12.0 (91 Total Units at 95% Occupancy)
Weighted Average Unit Size (Sq. Ft.): 858	
Avg. Posted Base Market Rate Rent⁽¹⁾: \$2,390	
Market Rate Rent/Sq. Ft.⁽¹⁾: \$2.77	
Average Designated 80.0% AMI Rent: \$1,358	
Rent/Sq. Ft.⁽²⁾: \$1.61	

Benchmark Standard Features / Community Amenities / Suggested Premiums⁽³⁾

- | | |
|--|--|
| <ul style="list-style-type: none"> ■ Programmable Thermostat ■ Internet/Cable/Smart Technology Connectivity ■ Nine-Foot Ceiling Height ■ Designer Finishes Throughout ■ Plank-Style Laminate Flooring in Kitchen/Living Areas ■ Carpeted Bedrooms and Bedroom-wing Hallways ■ Walk-In Master Bedroom Closet; Adequate Secondary Closets ■ Designer Baths with Laminate or Ceramic Flooring, Quartz/Granite Vanity Top, Frameless Shower Doors (per plan), Solid-Surface Surround w/Accessory Niche ■ Designer Kitchen Cabinetry and Lighting ■ Quartz/Granite Kitchen Countertop/Island ■ Energy-Efficient Stainless Steel Appliances <ul style="list-style-type: none"> - Range - Dishwasher - Refrigerator - Microwave/Hood Vent - Full-Size Washer and Dryer ■ Undermount Stainless Steel Sink with Garbage Disposal ■ Balcony | <ul style="list-style-type: none"> ■ Non-Smoking Environment; Secured Reception Lobbies ■ Secured Mail/Package Room with Technology Concierge ■ E-Lounge Café, Zoom/Co-Work Rooms or Nooks, Meeting/Dining Room ■ Great Room with Service Kitchen and Game Area ■ Fitness Center with On-Demand Training and Yoga/Pilates/Spin Studio ■ Furnished Terrace with Outdoor Kitchen/Grill Station and Fireside Lounge ■ Walking Paths or Trail System Aligning Conservancy Areas ■ Dedicated Pet Park; Pet Grooming Room/Spa ■ Secured Bicycle Storage ■ Tenant Paid Water/Refuse or Resident Billing System; Individually Metered Utilities ■ On-Site Leasing/Management Office <p style="text-align: center;">Suggested Premiums/Incremental Fees⁽³⁾</p> <ul style="list-style-type: none"> ■ View Premium: \$25 to \$50 (Assumes maximum of 15% or +/-14 Units) ■ Corner-Unit Premium: \$50 ■ Floor Premium: Floors 3 @ \$10; Floor 4 @ \$20 ■ Pet Fees (Deposit/Mo. Rent): \$350 / \$50 ■ Enclosed Single Parking Space: \$145 Assigned |
|--|--|

⁽¹⁾ Benchmark base *market rate* rents are presented in March 2021 dollars. They *do not include* premiums for floor, corner-unit orientation or enhanced views. Nor do they include incremental revenues derived from optional enclosed parking, utility fees (if applicable), pet fees, administrative fees or other landlord-provided services. Benchmark base rents established on Floor 1.

⁽²⁾ Estimated designated MA Ch. Law 40b rents, which are presented in March 2021 dollars, reflect MassHousing 2020 Income and Rent Limits effective 4/1/2020 for households earning not more than 80.0 percent AMI. They *do not include* incremental revenues for *optional* enclosed parking, pet fees, administrative fees and/or other landlord-provided services. It is assumed for analytical purposes that the mandated 25.0 percent allocation is distributed proportionately across all plan types.

⁽³⁾ Incremental floor, corner-unit and view premiums apply to 72 *market rate units* only; utilized for analytical purposes.

⁽⁴⁾ Benchmark rents and absorption forecast *assume a minimum* of 160 parking spaces distributed between +/-72 enclosed/structured single stalls and +/-88 surface parking spaces. Parking allocation yields a more than adequate overall parking ratio of 1.67 parking spaces per residence.

BENCHMARK RENT STRATEGY^(1,3): DETAILED BY PLAN TYPE AND PRODUCT DESIGNATION
 -- SISSON ROAD APARTMENTS - HARWICH, MASSACHUSETTS --

Plan Designation	Number of Units	Bedrooms/ Baths	Plan Size (Sq. Ft.)	Designated Maximum 80.0% AMI ⁽¹⁾					Market Rate Units ⁽²⁾		
				Number of Units @ 25%	Gross Rent ⁽²⁾	Est. Utility Allowance ⁽²⁾	Net Rent ⁽²⁾		Number of Units	Benchmark Base Rent ⁽³⁾	
							\$	\$/Sq. Ft.		\$	\$/Sq. Ft.
Three (3) Elevator Served Residential Floors over Structured Parking: 96 Units / +/-84 Enclosed Single Stalls and 86 Surface Parking Spaces											
Plan Type - One Bedroom	62		685	16	\$1,450	\$195	\$1,255	\$1.84	46	\$2,072	\$3.02
Plan A1	14	1 / 1.0	550	4	\$1,450	\$195	\$1,255	\$2.28	10	\$1,925	\$3.50
Plan A2	16	1 / 1.0	650	4	1,450	195	1,255	1.93	12	2,030	3.12
Plan A3	16	1 / 1.0	725	4	1,450	195	1,255	1.73	12	2,115	2.92
Plan A4	16	1 / 1.0	800	4	1,450	195	1,255	1.57	12	2,195	2.74
Plan Type - Two Bedroom	24	--	1,100	6	\$1,740	\$235	\$1,505	\$1.37	18	\$2,863	\$2.60
Plan B1	8	2 / 2.0	1,000	2	\$1,740	\$235	\$1,505	\$1.51	6	\$2,755	\$2.76
Plan B2	8	2 / 2.0	1,100	2	1,740	235	1,505	1.37	6	2,860	2.60
Plan B3	8	2 / 2.0	1,200	2	1,740	235	1,505	1.25	6	2,975	2.48
Plan Type - Three Bedroom	10	--	1,350	2	\$2,010	\$274	\$1,736	\$1.29	8	\$3,150	\$2.33
Plan C	10	3 / 2.0	1,350	2	\$2,010	\$274	\$1,736	\$1.29	8	\$3,150	\$2.33
Grand Total/Average:	96	--	858	24	\$1,569	\$212	\$1,358	\$1.61	72	\$2,390	\$2.77

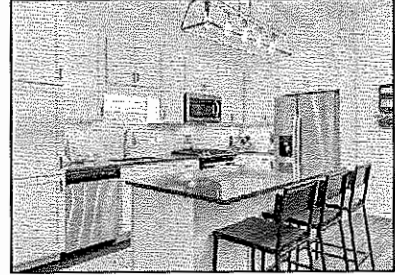
⁽¹⁾ Benchmark unit distribution and plan types reflect MA Ch. Law 40b requirement of 10.0 percent three bedroom styles and 25.0 percent distribution of units designated for households earning not more than 80.0 percent AMI.

⁽²⁾ Estimated designated MA Ch. Law 40b rents, which are presented in March 2021 dollars, reflect Mass-Housing 2020 Income and Rent Limits effective 4/1/2020 for households earning not more than 80.0 percent MI. They do not include incremental revenues for enclosed parking, pet fees, administrative fees or other landlord-provided services. It is assumed for analytical purposes that the mandated 25.0 percent allocation is proportionate across all plan types.

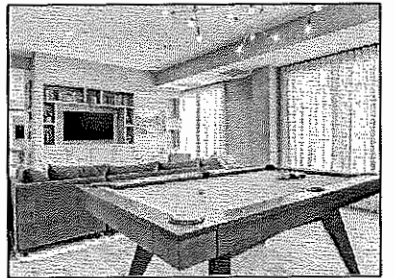
⁽³⁾ Benchmark rents for market rate units are presented in March 2021 dollars and established on Floor 1. They do not include premiums for floor, corner-unit orientation or enhanced views, or incremental revenues derived from optional enclosed parking, pet fees, administrative fees or other landlord-provided services. It is assumed that premiums will apply to market rate units only.

Source: Heritage Properties Concept Schematic dated 9/1/2020 and Tracy Cross & Associates, Inc.

As noted, all apartments are expected to feature quality interior appointments commensurate with new construction apartment development throughout the region. Typically, these include nine-foot ceiling height, plank-style laminate flooring in kitchens and living areas, with carpeted bedrooms and bedroom-wing hallways; designer kitchens with quartz/granite countertops and islands, ceramic tile backsplash, stainless steel undermount sinks, energy-efficient stainless steel kitchen and laundry appliances; walk-in master bedroom closets; and designer baths with laminate or ceramic tile flooring, quartz/granite vanity tops, solid-surface shower surrounds and frameless glass shower doors. All apartments will provide internet/cable connectivity, some level of Smart technology, and adequate secondary closeting. For analytical purposes, it is assumed that all utilities will be billed directly to the resident.



As also outlined on Exhibit 4, community amenities should be commensurate with the scale of the prototype development and include secured reception lobbies, along with on-site leasing and management offices, a secured mail/package room with technology concierge, a Resident Club with e-lounge café, social and game areas, service kitchen with private dining/meeting room, a co-work library with private "nooks" or "Zoom Rooms", a fitness center with On-Demand training and spin/yoga studio. Outdoor socializing areas should include a landscaped and furnished terrace with outdoor kitchen/grill stations, a multi-use lawn court for bocce ball or the like, walking paths or trail system aligning conservancy areas, and a dedicated pet area. A pet spa/grooming room as well as secured bicycle storage should be provided in the parking garage.



A FORECAST OF ABSORPTION

Given the overall lack of new market rate apartment construction, coupled with the tight overall conditions, assuming market introduction in 2023 and a continuous construction and leasing schedule, at benchmark 2021 rents it is expected that the 96-unit prototype development would achieve stabilization at 95.0 percent occupancy (or 91 units occupied) within a 12.0-month timeframe from initial occupancy, or consistent with the development's release schedule. This overall marketing period translates to an overall absorption rate of 7.6 units per month. This leasing period assumes extensive marketing commence with site improvements and three- to six months of lease reservations prior to initial deliveries. Also, while it is understood that unit counts may vary with final design and approvals, it is strongly suggested that a *proportionate ratio of unit types and plan sizes be maintained* in order to achieve the forecasted rate of absorption.

COMPETITIVE POSITIONING

Rationale for the recommended rental development strategy is summarized in the following paragraphs:

- The suggested apartment matrix *fully addresses* current and expected trends in the residential marketplace and is representative of the newest lifestyle apartment offerings in the region. Moreover, the benchmark rent strategy is established to enable the prototype development to appropriately align *with the gradual upward movement of incomes* in the marketplace. Further, the suggested plan offerings and lifestyle amenities will appeal across a broad spectrum of consumer segments including not only younger professional singles and childless couples, but also more mature consumers desirous of a lifestyle environment. To this latter point, lifestyle rental

**Residential Market Analysis
Heritage Properties
Sisson Road Apartments
Harwich, Massachusetts**

alternatives are generating interest among consumers between the ages of 45 and 74 given, in most cases, the high level of amenities and/or concierge services available to residents. Lending support to projected absorption potentials, it is reiterated that at least three-quarters of higher-income market area householders align age categories of 45 to 74, while American Community Survey/Census estimates reveal that roughly 35.0 percent of the market area's *existing renters* also reflect these profile age categories.

**UNIT MIX ANALYSIS: SELECTED NEWER APARTMENT DEVELOPMENTS
-- HARWICH CMA - FEBRUARY 2021 --**

Unit Type	Sisson Road Apartments - Prototype				Selected Newer Apartments ⁽¹⁾			
	Total Units		Plan Size (Sq. Ft.)		Total Units		Plan Size (Sq. Ft.)	
	Number	Percent	Range	Average	Number	Percent	Range	Average
Studio	---	---	---	---	1	0.1	729	729
Convertible/JR-1	---	---	---	---	---	---	---	---
One Bedroom	62	64.6	550 - 800	685	347	37.7	655 - 984	826
One Bedroom+Den	---	---	---	---	77	8.4	832 - 1,005	851
Two Bedroom	24	25.0	1,000 - 1,200	1,100	358	38.9	1,003 - 1,488	1,164
Two Bedroom+Den	---	---	---	---	44	4.8	1,093 - 1,471	1,124
Two Bedroom Loft	---	---	---	---	45	4.9	1,593 - 1,826	1,719
Three Bedroom	10	10.4	1,350	1,350	34	3.7	1,063 - 1,366	1,161
Three Bedroom Loft	---	---	---	---	15	1.6	1,877	1,877
Total/Averages:	96	100.0	550 - 1,350	858	921	100.0	655 - 1,877	1,042

⁽¹⁾ Includes developments identified in Exhibits 2 through and 7.

Source: Tracy Cross & Associates, Inc.

- It is important to also recognize that in addition to adequate market area construction requirements over the forecast period, the projected absorption pace can be supported by turnover in the market area's existing rental stock. As noted, some 21,734 Barnstable County Market Area householders are renters. Of these, approximately 11,000 will move annually, with at least 50 percent of these mobile households remaining renters, staying in the local area, and thus representing part of the subject development's pool of prospective residents. Hence, the 72 *market rate* Sisson Road Apartments need capture a mere 2.0 percent of *aggregate* new construction requirements and turnover potentials to achieve stabilization within the projected twelve month construction and leasing cycle.
- Similarly, as summarized in the following text table, based upon the number of Barnstable County households at qualifying incomes not to exceed 80.0 percent AMI, the 24 workforce/40b units need capture a fractional 0.4 percent of eligible households to achieve *full occupancy*.

PENETRATION REQUIREMENTS: SISSON ROAD 40B APARTMENTS
-- HARWICH, MA --

Households Aged Under 75 and within Affordability Limits of:	Barnstable County Market Area			Town of Harwich		
	Number of Units	Eligible Households	Penetration Rate	Number of Units	Eligible Households	Penetration Rate
70.0 to 80.0 AMI	24	6,427	0.4	24	392	6.1

Source: MassHousing 2020 Income and Rent Limits; Environics Analytics; and estimates by Tracy Cross & Associates, Inc.

- Exhibits 6 and 7 illustrate the competitive benchmark positioning of the suggested market rate units (in both whole dollars and for comparable footage) relative to similar newer market rate communities in the CMA. For example, on a *comparable footage* basis, benchmark posted base rents appropriately position the prototype apartments a nominal \$88 monthly above the market average among the newest developments in the CMA and well below current rents at Everleigh Cape Cod which is arguably the only other amenity-enhanced market rate development of scale in Barnstable County. The benchmark competitive positioning balances the expected quality new construction alternative with variances in location, project scale and lifestyle environs.
- The 7.6-unit per month overall absorption forecast is consistent with the *average* 6.8-unit monthly absorption level generated by newer CMA projects of similar scale during their respective stabilization periods. The projected absorption rate weighs today's very tight market conditions among stabilized developments with the expectation of measured economic growth through the forecast period, consistencies in project scale, plan types and unit sizes among these competing newer developments and, importantly, the definitive lack of new quality market rate rental development of scale in the immediate area.

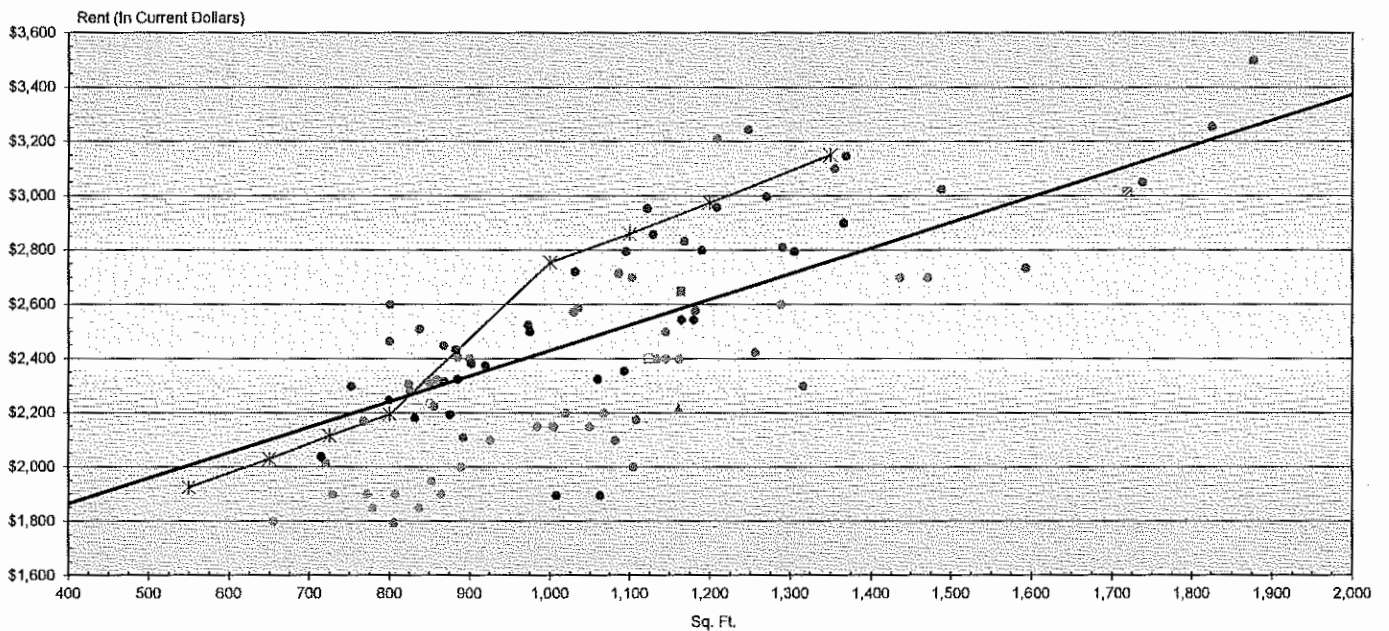
ABSORPTION TRENDS: SELECT APARTMENTS BUILT IN 2017 OR LATER
-- HARWICH CMA - MARCH 2021 --

Development/Location	Total Units	Initial Occupancy (Month/Year)	Stabilization @ 95% Occupancy (Month/Year)	Average Absorption Rate (Units/Month) ⁽¹⁾
35 Rosebrook / Wareham	65	November 2018	October 2019	5.5
Redbrook / Plymouth	180	July 2019	February 2021	9.1
Amelia-AA / South Dartmouth	55	January 2020	September 2020	5.8
Total Units/Average Unit Absorption^(1:2):	300	---	---	---
Average Development Size:	100	---	---	6.8

⁽¹⁾ Starting at first month of occupancy.

Source: Tracy Cross & Associates, Inc.

Rent/Value Analysis
Representative Newer Market Rate Apartments
 Harwich CMA
 February 2021



Program (Vacancy/Absorption)

◆ Studio	● One Bedroom	□ One Bedroom & Den	■ Two Bedroom
□ Two Bedroom & Den	■ Two Bedroom Loft	▲ Three Bedroom	▲ Three Bedroom Loft
● Carriage House (0.0)	○ 319 Main Street (NA)	● Avalon at Pinehills (5.2)	● Copper Cove Village (0.0)
● Harborwalk at Plymouth Station (7.2/Mo.)	● Marq at Pinehills (5.0)	● Pointe 1620	● Redbrook (3.3)
● 35 Rosebrook (0.0)	— Gisbon Road-Market Rate	— Market Line	

Rent/value analysis uses a scatter diagram to graphically represent a set of observations found in today's marketplace, specifically the square footage of units offered and their associated rent levels. Regression analysis is then used to fit a line through the set of market observations that represent the "best fit" or average market line. This market line can then be used to predict the performance of a new, untested product line or offer explanations regarding the occupancy/absorption rates of currently available product lines.

Rent/Value Analysis
 Representative Newer Market Rate Apartments
 Harwich CMA
 February 2021

Plan Size (Sq. Ft.)	Average Market Rent	Development/Location	Year Built	Total Units	Average Plan Size (Sq. Ft.)	Average Posted Rent		Average Market Rent	Variance From Market	Vacancy Rate / Absorption (Units/Mo.)
						Dollars	Rent per Sq. Ft.			
600	\$2,054	(2) Everleigh Cape Cod-AA/Hyannis	2019	202	960	\$2,812	\$2.93	\$2,393	+\$419	(4.5/Mo.)
700	2,148	Marq at Pinehills/Plymouth	2016	220	996	2,614	2.62	2,427	+187	5.0
800	2,242	Avalon at Pinehills/Plymouth	2004	192	1,298	2,823	2.17	2,710	+113	5.2
900	2,336	(1) Sisson Road-MR Bnmk Base	2023	72	864	2,390	2.77	2,302	+88	7.6/Mo. Fcst
1,000	2,430	(3) Harborwalk at Plymouth Station/Plymouth	2019	124	902	2,419	2.68	2,338	+81	(7.2/Mo.)
1,100	2,524	(3) Copper Cove Village/Plymouth	2017	38	926	2,411	2.60	2,361	+50	0.0
1,200	2,618	(3) Pointe 1620/Plymouth	2018	51	1,104	2,531	2.29	2,528	+3	5.9
1,300	2,712									
1,400	2,806	--- Market Average ---	2017	921 / 102	1,042	2,470	2.37	2,470	0	3.9 / (7.2/Mo.)
1,500	2,900									
1,600	2,994	(3) Redbrook/Plymouth	2019	180	938	2,256	2.41	2,372	-116	3.3
1,700	3,088	(4) 319 Main Street/Hyannis	2021	22	994	2,152	2.16	2,425	-273	NA
1,800	3,182	35 Rosebrook/Wareham	2018	65	1,093	2,115	1.94	2,518	-403	0.0
1,900	3,276	(2) Amelia-AA/South Dartmouth	2019	55	1,061	1,929	1.82	2,488	-559	0.0
2,000	3,370	Carriage House/Barnstable	2018	29	1,052	1,895	1.80	2,479	-584	0.0

(1) Unit count reflects *market rate units only*; assumes 24 designated units at 80.0 percent AMI; utilized for analytical purposes only.

(2) Age-restricted/active adult development; not included in derivation of market line.

(3) Statistics exclude designated affordable/workforce units.

(4) Adaptive conversion of former commercial building; occupancies anticipated May 2021.

Slope: \$0.94 per sq. ft.

- To reiterate, there has been no market rate multifamily development of *scale* in Barnstable County in more than two decades. In fact, most market rate developments in the general area are now (on average) some 40 years old and lack the energy-efficient construction technologies afforded by new construction. Moreover, most are of small scale (i.e., less than 50 units) and provide little (if any) level of community amenities such as in-unit laundry appliances, elevator-served buildings, clubhouse, fitness center and/or options for enclosed parking. Yet, despite the age and condition of existing market rate developments, all are fully leased and report waiting lists for residency. While replacement demand *alone* lends support to the development of the Sisson Road Apartments, anticipated measured economic growth during the forecast period, coupled with tight vacancies among older developments suggests strong levels of pent-up demand for a new construction alternative. Finally, the projected absorption rate within a short twelve months of initial deliveries, can also be supported from a case study perspective of developments introduced in markets of similar size throughout the New England region where accelerated absorption rates have been noted, leading to stabilization in tandem with construction and delivery schedules.

- Finally, the benchmark development strategy also considers a competitive environment marked by periods of accelerated apartment construction – a pattern of development expected to continue for the foreseeable future and (potentially) intensify short term. As summarized in Appendix A8, there are currently 14 *announced* rental projects and not fewer than 1,311 new apartment units in various stages of the planning pipeline in Barnstable County. However, only two of the announced developments are now under construction and expected to begin lease-up within the next 12- to 18 months. These include the 46-unit *Sea Captains Row* apartments in Hyannis which are expected to begin leasing in the next three months, together with the 120-unit *Tides At Bourne* active adult development in Bourne which is expected to open in 2022. Nonetheless, as it is unlikely that the derived Barnstable County Market Area rental construction/turnover potentials will be met during the 2021-2025 forecast period, introduction of the 96-unit prototype Sisson Road Apartments will merely serve to alleviate some measure of market constraint and help to bring the Barnstable County marketplace closer to balance.

ALTERNATIVE BENCHMARK RENT STRATEGIES

To reiterate, benchmark strategies are established to provide a competitive position in the marketplace and allow for an acceptable absorption period for the prototype development. As these lease rates may differ from Heritage Properties' financial objectives, the following text table outlines alternative benchmark *posted base rent* strategies and attendant absorption forecasts *specific to the 72-unit market rate component* to assist in continued pro forma financial modeling.

ALTERNATIVE RENT/ABSORPTION SCENARIOS: SISSON ROAD APARTMENTS
-- HARWICH, MASSACHUSETTS --

A 72-Unit Prototype Market Rate Development						
Benchmark Posted Rent ⁽¹⁾ for a Market Rate 864 Sq. Ft. Apartment		Variance From Benchmark	Anticipated Monthly Absorption		Average Monthly Absorption Rate ⁽²⁾	Months to Stabilization @ 95% Occupancy (68 Units)
\$	\$/Sq. Ft.		First 12 Months of Occupancy	Thereafter		
\$2,490	\$2.88	+\$100	4.8	3.6	4.6	14.8
2,465	2.85	+75	5.0	3.8	4.8	14.1
2,440	2.82	+50	5.2	4.2	5.0	13.4
2,415	2.80	+25	5.4	4.6	5.4	12.7
2,390	2.77	Benchmark	5.6	---	5.6	12.0

(1) Benchmark posted rents are presented in March 2021 dollars. They do not include premiums for floor, corner-unit orientation, enhanced views, or other incremental revenue sources.

(2) Starting at the first month of occupancy. Marketing and lead list generation assumed to commence with site improvements. Lease reservations, which are anticipated to begin at least three (3) months prior to initial occupancies, are factored into this forecast.

Source: Tracy Cross & Associates, Inc.

It is again noted that benchmark base rents and associated absorption potentials are presented in March 2021 dollars. Given current and anticipated market conditions, for pro forma comparisons and barring additional unforeseen economic turmoil, it is therefore *strongly suggested* that posted benchmark rents **be held constant through at least 2021**, with modest annual rent appreciation in the range of 1.5 to 2.0 percent applied to pro forma financial models *beginning in 2022*.

CLOSING REMARKS

In the aftermath of the COVID-19 experience, it is very likely that consumers across-the-board and (particularly) among profile mature lifestyle segments will prioritize health and wellness factors in their housing choices. Incorporating this anticipated shift in lifestyle behaviors in the planning of interior appointments and communities, coupled with the energy-efficient technologies of new construction, will enable Heritage Properties to establish a strong competitive position in the marketplace of tomorrow. In this regard, provided below are a few items for consideration:

- The type and style of furniture and accessories in all common areas or amenity spaces, while being tastefully appointed, should be made of materials that can be easily (and readily) cleaned and disinfected.
- In the Resident Club area, consideration should be given to establishing privacy areas (both internal and external) that are more personalized for an individual, related couple or a small group gathering.

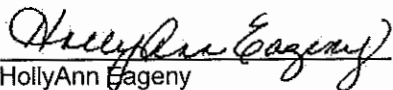
- In the fitness centers, privatizing or compartmentalizing the work-out machines would go a long way in maximizing the appeal of these facilities.

Again, these are but three examples of the planning mindset that should guide the implementation of the Sisson Road Apartments development initiative.

CERTIFICATION AND SIGNATURE

This analysis represents our objective and independent opinion regarding the market potential for rental apartment development within the Sisson Road property located in Harwich, Barnstable County, Illinois as certified below:

TRACY CROSS & ASSOCIATES, INC.
An Illinois Corporation

By: 
HollyAnn Eageny

Its: Vice President

Date: April 14, 2021



A1

TRENDS IN NONFARM WAGE & SALARY EMPLOYMENT
- BARNSTABLE TOWN, MA MSA -

Employment Sector	All Employees in Thousands ⁽¹⁾																			
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Total Nonfarm Employment	97.1	98.7	100.3	101.4	101.0	101.2	101.2	100.6	97.3	97.0	96.9	98.9	100.7	102.4	104.0	105.7	106.6	106.9	107.1	92.5
Mining, Logging, & Construction	5.2	5.4	5.7	6.0	6.2	6.2	6.0	5.7	4.7	4.6	4.6	4.8	5.2	5.5	5.8	6.2	6.5	6.9	7.1	6.5
Manufacturing	4.1	3.7	3.4	3.3	3.3	3.3	3.2	3.2	3.0	2.9	2.9	3.0	3.0	3.2	3.3	3.3	3.4	3.3	3.4	3.2
Wholesale Trade	1.8	1.8	1.9	1.9	1.8	1.9	1.9	1.9	1.8	1.7	1.7	1.8	1.8	1.8	1.8	1.7	1.8	1.7	1.7	1.8
Retail Trade	17.6	18.0	18.2	18.5	18.0	17.9	17.7	17.5	16.5	16.4	16.5	16.9	16.9	16.9	17.1	17.2	17.2	17.1	17.0	14.6
Transportation and Utilities	2.7	2.7	2.7	2.7	2.7	2.6	2.7	2.7	2.6	2.5	2.6	2.6	2.4	2.5	2.7	2.7	2.8	2.8	2.7	2.6
Information	2.3	2.2	2.1	2.0	1.9	1.9	1.8	1.7	1.7	1.7	1.7	1.9	1.6	1.8	1.5	1.4	1.5	1.5	1.4	1.3
Financial Activities	4.7	4.7	4.7	4.6	4.5	4.4	4.1	4.1	3.9	3.7	3.6	3.6	3.7	3.7	3.8	3.8	3.8	3.8	3.6	3.6
Professional & Business Services	9.1	9.4	9.6	9.5	9.2	9.1	9.2	9.0	8.3	8.3	8.4	8.6	8.7	8.8	9.0	9.2	9.1	9.4	9.6	8.1
Education & Health Services	15.4	15.8	16.5	17.1	17.6	17.9	18.1	18.4	18.8	18.8	19.0	19.3	19.4	19.6	19.8	20.0	20.3	20.1	19.8	18.0
Leisure & Hospitality	16.3	16.8	17.0	17.1	16.7	16.6	17.0	17.1	16.9	17.1	17.0	17.6	18.2	18.6	18.8	19.5	19.8	19.7	19.8	13.8
Other Services	3.6	3.7	3.8	3.8	3.9	4.1	4.1	4.0	3.9	3.9	3.9	4.0	4.3	4.6	4.7	4.7	4.6	4.6	4.7	3.9
Government	14.4	14.5	14.7	14.9	15.2	15.4	15.4	15.4	15.3	15.4	15.0	15.2	15.6	15.9	16.0	15.9	15.8	15.9	15.9	15.0

⁽¹⁾ Totals may not add due to rounding.

Source: U.S. Department of Commerce, Bureau of Labor Statistics

TRENDS IN NONFARM EMPLOYMENT: 2000 - 2020
 -- UNITED STATES AND THE BARNSTABLE TOWN, MA MSA --

Year	United States			Barnstable Town, MA MSA			
	Annual Change			Annual Change			Percent of U.S.
	Total	Number	Percent	Total	Number	Percent	
2000	132,011,000	---	---	95,500	---	---	---
2001	132,073,000	62,000	0.05	97,100	1,600	1.7	2.58
2002	130,634,000	-1,377,000	-1.0	98,700	3,200	3.4	-0.23
2003	130,331,000	-303,000	-0.2	100,300	1,600	1.6	-0.53
2004	131,769,000	1,438,000	1.1	101,400	1,100	1.1	0.08
2005	134,034,000	2,265,000	1.7	101,000	-400	-0.4	NEG
2006	136,435,000	2,401,000	1.8	101,200	200	0.2	0.01
2007	137,981,000	1,546,000	1.1	101,200	0	0.0	0.00
2008	137,224,000	-757,000	-0.5	100,600	-600	-0.6	NEG
2009	131,296,000	-5,928,000	-4.3	97,300	-3,300	-3.3	NEG
2010	130,345,000	-951,000	-0.7	97,000	-300	-0.3	NEG
2011	131,914,000	1,569,000	1.2	96,900	-100	-0.1	NEG
2012	134,157,000	2,243,000	1.7	98,900	2,000	2.1	0.09
2013	136,364,000	2,207,000	1.6	100,700	1,800	1.8	0.08
2014	138,940,000	2,576,000	1.9	102,400	1,700	1.7	0.07
2015	141,825,000	2,885,000	2.1	104,000	1,600	1.6	0.06
2016	144,336,000	2,511,000	1.8	105,700	1,700	1.6	0.07
2017	146,608,000	2,272,000	1.6	106,600	900	0.9	0.04
2018	148,908,000	2,300,000	1.6	106,900	300	0.3	0.01
2019	150,939,000	2,031,000	1.4	107,100	200	0.2	0.01
2020	142,218,000	-8,721,000	-5.8	92,500	-14,600	-13.6	NEG
Annual Average Change							
2000 - 2019	---	996,211	0.7	---	611	0.6	0.20
2000 - 2010	---	-166,600	NEG	---	150	0.1	0.20
2010 - 2015	---	2,296,000	1.7	---	1,400	1.7	1.40
2015 - 2019	---	2,278,500	1.6	---	775	0.3	0.80

Source: U.S. Department of Commerce, Bureau of Labor Statistics

A3

POPULATION, HOUSEHOLDS, TENURE, AND INCOME: 2020
 -- BARNSTABLE COUNTY MARKET AREA --

Attribute/Year	Barnstable County Market Area	Town of Harwich	Attribute/Year	Barnstable County Market Area	Town of Harwich
Population			Households		
2000	222,232	12,372	2000	94,816	5,463
2010	215,888	12,243	2010	95,755	5,623
2020	213,090	12,277	2020	96,397	5,795
2025	214,400	12,731	2025	97,604	6,060
Average Annual Change			Average Annual Change		
2000 - 2010	-634	-13	2000 - 2010	94	16
2010 - 2020	-280	3	2010 - 2020	64	17
2020 - 2025	262	91	2020 - 2025	241	53
2020 Household Tenure			2020 Household Income		
Total Housing Units	162,038	10,465	Total Households	96,397	5,795
Total Occupied	96,397	5,795	Under \$25,000	13,054	828
Owner Occupied	74,663	4,655	25,000 - 34,999	7,417	459
Percent	77.5	80.3	35,000 - 49,999	9,711	491
Renter Occupied	21,734	1,140	50,000 - 74,999	15,973	826
Percent	22.5	19.7	75,000 - 99,999	13,020	877
Vacant	65,641	4,670	100,000 and Over	37,222	2,314
Percent	40.5	44.6	Median	\$78,583	\$83,287
2020 Household Size			2020 Housing Units by Year Built		
Total Population	213,090	12,277	Total Housing Units	162,038	10,465
In Group Quarters	4,190	176	Built in 2014 or Later	3,508	251
In Households	208,900	12,101	Built 2010 to 2013	1,390	94
Total Households	96,397	5,795	Built 2000 to 2009	13,115	921
			Built 1990 to 1999	16,294	1,069
			Built 1960 to 1989	85,083	5,036
			Built 1959 or Earlier	42,648	3,094
Average Persons Per Household	2.17	2.09	Median Year Structure Built	1976	1975

Source: U.S. Department of Commerce, Bureau of the Census: *Census 2000, 2010*; Envirionics Analytics; and Tracy Cross & Associates, Inc.

HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER: 2020 ESTIMATE
-- BARNSTABLE COUNTY MARKET AREA --

Age of Householder	2020 Income												Total	Median
	Under \$25,000		\$25,000 - 34,999		\$35,000 - 49,999		\$50,000 - 74,999		\$75,000 - 99,999		\$100,000 and Over			
	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households		
Barnstable County Market Area														
15 - 24 Years	347	0.36	162	0.17	135	0.14	204	0.21	412	0.43	104	0.11	1,384	\$55,065
25 - 34 Years	857	0.89	629	0.65	818	0.85	1,443	1.50	1,073	1.11	2,674	2.77	7,494	75,000
35 - 44 Years	896	0.93	538	0.56	807	0.84	1,390	1.44	1,289	1.34	4,608	4.78	9,528	96,896
45 - 54 Years	951	0.99	827	0.86	932	0.97	1,989	2.06	1,598	1.66	7,120	7.39	13,417	105,942
55 - 64 Years	2,383	2.47	1,516	1.57	1,776	1.84	3,386	3.51	2,610	2.71	10,430	10.82	22,101	93,784
65 - 74 Years	3,002	3.11	1,592	1.65	2,601	2.70	4,221	4.38	3,853	4.00	8,484	8.80	23,753	77,780
75 - 84 Years	2,692	2.79	1,396	1.45	1,791	1.86	2,366	2.45	1,555	1.61	2,981	3.09	12,781	54,764
85 Years & Over	1,926	2.00	757	0.79	851	0.88	974	1.01	630	0.65	821	0.85	5,959	39,688
Total	13,054	13.64	7,417	7.69	9,711	10.07	15,973	16.57	13,020	13.51	37,222	38.61	96,397	\$78,583
Town of Harwich														
15 - 24 Years	6	0.10	3	0.05	4	0.07	3	0.05	51	0.88	14	0.24	81	\$87,360
25 - 34 Years	73	1.26	19	0.33	19	0.33	47	0.81	114	1.97	146	2.52	418	86,463
35 - 44 Years	54	0.93	8	0.14	20	0.35	43	0.74	108	1.86	237	4.09	470	100,583
45 - 54 Years	34	0.59	66	1.14	56	0.97	88	1.52	101	1.74	420	7.25	765	107,161
55 - 64 Years	112	1.93	124	2.14	100	1.73	149	2.57	158	2.73	572	9.87	1,215	94,558
65 - 74 Years	206	3.55	100	1.73	145	2.50	272	4.69	221	3.81	634	10.94	1,578	81,958
75 - 84 Years	198	3.42	85	1.47	100	1.73	159	2.74	87	1.50	232	4.00	861	56,951
85 Years & Over	145	2.50	54	0.93	47	0.81	65	1.12	37	0.64	59	1.02	407	36,119
Total	828	14.29	459	7.92	491	8.47	826	14.25	877	15.13	2,314	39.93	5,795	\$83,287

Source: Environics Analytics and Tracy Cross & Associates, Inc.

**INCOME-QUALIFYING METHODOLOGY
-- SISSON ROAD 40B APARTMENTS --**

Proposed Unit Types	Maximum Income @ 80.0% AMI
<p>One Bedroom</p> <p>Maximum Income Limit for a Two-Person Household</p> <p>MassHousing Maximum Gross Rent (including utility allowance)</p> <p>Proposed Maximum Monthly Gross Rent⁽¹⁾</p> <p>Gross Annual Rent</p> <p>Minimum Required Income</p> <p style="padding-left: 40px;">@ 30.0 Percent Affordability Threshold</p>	<p>\$61,850</p> <p>\$1,450</p> <p>\$1,450</p> <p>\$17,400</p> <p>\$58,000</p>
<p>Two Bedroom</p> <p>Maximum Income Limit for a Three-Person Household</p> <p>MassHousing Maximum Gross Rent (including utility allowance)</p> <p>Proposed Maximum Monthly Gross Rent</p> <p>Gross Annual Rent</p> <p>Minimum Required Income</p> <p style="padding-left: 40px;">@ 30.0 Percent Affordability Threshold</p>	<p>\$69,600</p> <p>\$1,740</p> <p>\$1,740</p> <p>\$20,880</p> <p>\$69,600</p>
<p>Three Bedroom</p> <p>Maximum Income Limit for a Five-Person Household</p> <p>MassHousing Maximum Gross Rent (including utility allowance)</p> <p>Proposed Maximum Monthly Gross Rent⁽¹⁾</p> <p>Gross Annual Rent</p> <p>Minimum Required Income</p> <p style="padding-left: 40px;">@ 30.0 Percent Affordability Threshold</p>	<p>\$83,500</p> <p>\$2,010</p> <p>\$2,010</p> <p>\$24,120</p> <p>\$80,400</p>

Source: Massachusetts 2020 Schedule of *Maximum Annual Income Limits* and *Maximum Gross Rents* effective April 1, 2020.








A6

RESIDENTIAL BUILDING PERMIT TRENDS: BARNSTABLE COUNTY MARKET AREA
2000 - 2019

Year	Barnstable County Market Area			Town of Harwich					
	Total	Single Family	Multi-Family	Total	Percent of Market Area	Single Family	Percent of Market Area	Multi-Family	Percent of Market Area
2000	1,882	1,782	100	118	6.3	118	6.6	0	0.0
2001	1,619	1,500	119	170	10.5	105	7.0	65	54.6
2002	1,393	1,325	68	98	7.0	98	7.4	0	0.0
2003	1,228	1,095	133	66	5.4	66	6.0	0	0.0
2004	1,475	1,265	210	85	5.8	81	6.4	4	1.9
2005	1,360	1,152	208	55	4.0	55	4.8	0	0.0
2006	886	788	98	54	6.1	52	6.6	2	2.0
2007	818	679	139	42	5.1	42	6.2	0	0.0
2008	559	447	112	28	5.0	28	6.3	0	0.0
2009	377	337	40	52	13.8	50	14.8	2	5.0
2010	418	381	37	37	8.9	37	9.7	0	0.0
2011	404	342	62	45	11.1	37	10.8	8	0.0
2012	592	410	182	40	6.8	40	9.8	0	0.0
2013	596	425	171	36	6.0	36	8.5	0	0.0
2014	640	530	110	43	6.7	43	8.1	0	0.0
2015	572	550	22	43	7.5	43	7.8	0	0.0
2016	505	495	10	52	10.3	52	10.5	0	0.0
2017	871	489	382	55	6.3	55	11.2	0	0.0
2018	1,005	518	487	42	4.2	40	7.7	2	0.4
2019	513	427	86	24	4.7	24	5.6	0	0.0
Annual Average									
2000 - 2019	886	747	139	59	6.7	55	7.4	4	3.0

Sources: U.S. Department of Commerce, Bureau of the Census, C-40 Construction Reports and Tracy Cross & Associates, Inc.

DEVELOPMENT PROFILE SUMMARY: REPRESENTATIVE NEWER MARKET RATE APARTMENTS
-- HARWICH CMA - FEBRUARY 2021 --

Attribute							
Project Name	CARRIAGE HOUSE BARNSTABLE	319 MAIN HYANNIS (1938) 2021	VILLAGE GREEN-WKFC HYANNIS	HARBORWALK-PLYM STA PLYMOUTH	POINTE 1620 PLYMOUTH	COPPER COVE VILLAGE PLYMOUTH	35 ROSEBROOK WAREHAM
Location	BARNSTABLE	HYANNIS	HYANNIS	PLYMOUTH	PLYMOUTH	PLYMOUTH	WAREHAM
Year Built	2018	(1938) 2021	2015	2019	2018	2017	2018
Units	29	22	120	124	51	38	65
Project Type/Number of Floors	MIDRISE / 3 FLOORS	ADPT CONV / 2 FLOORS	MIDRISE / 3 FLOORS	MIDRISE / 4 FLOORS	MIDRISE / 4 FLOORS	GARDEN / 2 FLOORS	MIDRISE / 4 FLOORS
Average Unit Size	1,052	994	940	902	1,104	926	1,093
Average Posted Base Rent	\$1,895	\$2,152	\$1,140	\$2,419	\$2,531	\$2,411	\$2,115
Average Rent/Sq. Ft.	\$1.80	\$2.16	\$1.21	\$2.68	\$2.29	\$2.60	\$1.94
PARKING / UTILITIES / INCREMENTAL FEES							
Parking⁽¹⁾							
Structured Assigned/General	NA / NA	NA / NA	NA / NA	NA / \$150	\$125 / NA	\$100 / NA	NA / NA
Shared Car/Charging Station	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Attached/Detached Garage	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Carport/Surface Assigned	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Utilities⁽¹⁾⁽²⁾							
Water/Refuse Collection	TENANT	TENANT	INCL	TENANT	TENANT	INCL	INCL
Gas	TENANT	TENANT	INCL	TENANT	TENANT	TENANT	TENANT
Electric	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
Cable/Internet	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
Premiums⁽¹⁾							
Floor	NA	NA	NA	VARIES	\$50	NA	\$55 - \$100
View	NA	NA	NA	VARIES	NA	NA	NA
Other Fees⁽¹⁾							
Administrative/Application	NA / NA	NA / NA	NA / \$20	NA / NA	NA / \$22	NA / NA	NA / NA
Security Deposit	ONE MONTH	\$5,700 - \$8,100	ONE MONTH	\$500 - ONE MONTH	ONE MONTH	ONE MONTH	ONE MONTH
Pet Deposit/Pet Rent	NA / \$50	TBD / TBD	NA / \$25-\$35	NA / \$50-\$100	NA / \$40-\$80	\$25-\$45 / \$5	NA / \$50
Storage: Central/Bike	NA / INCL	INCL / NA	NA / NA	\$75-\$135 / NA	INCL / NA	NA / NA	NA / INCL
STANDARD FEATURES AND COMMUNITY AMENITIES							
Interior Features⁽¹⁾							
Flooring: Common/Bedroom	CRPT / CRPT	FX WOOD / CRPT	FX WOOD / FX WOOD	FX WOOD / CRPT	FX WOOD / CRPT	FX WOOD / FX WOOD	FX WOOD / CRPT
Kitchen Appliances/Washer-Dryer	SS / UNIT	SS / UNIT	BLACK / UNIT	SS / UNIT	SS / UNIT	SS / UNIT	SS / UNIT
Kitchen Counters/Flooring	HSUR / FX WOOD	GRANITE / FX WOOD	LAMINATE / FX WOOD	QUARTZ / FX WOOD	QUARTZ / FX WOOD	GRANITE / FX WOOD	GRANITE / FX WOOD
Bath Counter/Flooring	CULT MRBL / CERAMIC	GRANITE / FX WOOD	CULT MRBL / CERAMIC	QUARTZ / FX WOOD	QUARTZ / CERAMIC	CULT MRBL / FX WOOD	GRANITE / CERAMIC
Patio/Balcony	INCL	NA	NA	NA	INCL	INCL	NA
Community/Building Amenities⁽¹⁾							
Clubroom/Kitchen	NA / NA	NA	INCL / SERVICE	INCL / SERVICE	INCL / SERVICE	NA / NA	INCL / SERVICE
Fitness Center/Wi-Fi/E-Lounge	INCL / NA / NA	INCL / NA / NA	INCL / INCL / NA	INCL / INCL / NA	INCL / INCL / NA	NA / NA / NA	NA / INCL / NA
Media Room/Business Center	NA / NA	NA / NA	NA / NA	NA / INCL / INCL	NA / NA	NA / NA	NA / NA
Doorman/Concierge	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Playground/Sport Court/Game Room	NA / NA / NA	NA / NA / NA	INCL / NA / NA	NA / INCL / NA	NA / INCL / NA	NA / NA / NA	NA / NA / NA
Garden or Roof Terrace	NA	NA	NA / NA	INCL	INCL	NA	INCL
Fire/Lounge/Grill Area	NA / NA	NA / NA	NA / NA	INCL / INCL	INCL / INCL	NA / NA	INCL / NA
Swimming Pool	NA	NA	NA	OUTDOOR	NA	NA	NA
Pet Park/Grooming Station	NA / NA	NA / NA	NA / NA	NA / INCL	NA / NA	NA / NA	NA / NA
⁽¹⁾ Indicates incremental monthly fee as applicable. ⁽²⁾ Assumes tenant responsible for all utilities as standard unless otherwise indicated.							

Source: Tracy Cross & Associates, Inc.

A8

RENTAL APARTMENT PROJECTS IN PLANNING⁽¹⁾
-- BARNSTABLE COUNTY, MA --

Municipality/ Proposed Development	Location	Builder/Developer	Current Status ^(2,3)	Anticipated Leasing	Number of Units
Bourne					
Jasper's Landing	828 Scenic Highway	Silvia & Sivia Associates, Inc.	CS	2024	12
Bay Motor Inn Conv (Mixed-Income)	223 Main Street	Donald J. Bracken	CS	---	72
TBD (Mixed-Use)	2 Kendall Rae Place	CMP Development	PP	---	217
The Tides at Bourne-AA (Mixed-Incm)	25 Perry Avenue	Calamar	UC	2022	120
Eastham					
TBD (Mixed-Use)	4615-55 State Highway	Cedar Banks Landings LLC	CS	---	20
Harwich					
The Royal Apartments	328 Bank Street	Newman Properties	CS	---	26
Stone Horse Dormitory Conversion	866 Route 26	Main Street Stone Horse LLC	CS	---	22
Hyannis					
TBD (Twin Brooks Golf Course)	35 Scudder Avenue	Lennar Multifamily Communities	CS	---	312
TBD (fmr Cape Cod Healthcare)	Wilkens and Attucks lanes	New England Development	CS	---	270
TBD (Mixed-Income)	850 Falmouth Road	Standford Holdings LLC	CS	---	53
TBD (Workforce)	720 Main Street	720 Main Residences LLC	CS	---	40
Sea Captains Row	24 Pleasant Street	CapeBuilt Development	UC	Summer 2021	46
Mashpee					
TBD (40B)	950 Falmouth Road	Preservation of Aff. Hsg.	CS	---	39
Orleans					
Orleans Cape Cod Five (Workforce)	19 West Road	Pennrose LLC	PP	---	62
				Total⁽⁴⁾	1,311
⁽¹⁾ Excludes age and/or income-restricted, service-enhanced, and congregate care senior developments. ⁽²⁾ As of April 2021. ⁽³⁾ Status key: Concept Stage (CS); Preliminary Plat Approval (PP); Final Plat Approval (FP); Site Improvements started (INF); Permits issued/under construction (UC). ⁽⁴⁾ Excludes developments with unit counts and product idioms yet to be determined.					

Source: Tracy Cross & Associates, Inc.

GENERAL LIMITING CONDITIONS

Tracy Cross & Associates, Inc. has made extensive efforts to confirm the accuracy and timeliness of the information contained in this study. Such information was compiled from a variety of sources, including interviews with developers and their agents, government officials, and other third parties. Although Tracy Cross & Associates, Inc. believes all information in this study is correct, it does not warrant the accuracy of such information and assumes no responsibility for inaccuracies in the information provided by third parties.

Conclusions and recommendations established in this analysis represent a professional opinion and are based upon forecasts into the future which could be significantly altered by outside occurrences. These include, among others, the possible interplay of unforeseen social, economic, physical/environmental, and governmental actions. In this regard, Tracy Cross & Associates, Inc., its owners, and its employees shall be held harmless of changes in conditions that may materially result from these occurrences.



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Myer R. Singer (1938-2020)

August 19, 2021

Via Email

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

Re: Chloe's Path Apartments, Harwich

Dear Members of the Board:

We appreciate your ongoing review of the Applicant and owners' request for the Town to consider being part of a future LIP application to the Commonwealth of Massachusetts to develop the above rental community. We are currently scheduled to re-appear before you on August 23, 2021, after our first session on July 26, 2021.

I understand that the Board had a discussion on affordable housing generally and the proposal specifically at your meeting on August 9, 2021. I further understand that additional concerns and questions were raised in addition to those discussed on July 26th. In order to provide the project proponent sufficient time to continue addressing several of the issues raised so that your ultimate deliberation and vote can be as complete as possible, I am writing to respectfully request that the August 23rd meeting be continued to your first meeting in October, 2021.

As I have written and testified to previously, we are at the beginning of a long review process, and we appreciate the opportunity to continue sharing and discussing the preliminary plans with you.

Thank you.

Very truly yours,
Andrew L. Singer
Andrew L. Singer

ALS/a

STATEMENT OF CONFIDENTIALITY

THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS E-MAIL IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL TO US AT BMOSEY@SINGER-LAW.COM. THANK YOU.

IF YOU HAVE ANY QUESTIONS OR PROBLEMS WITH RECEPTION, PLEASE CALL (508) 398-2221.

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Harwich Board of Selectmen

Proposed Chloe's Path Affordable, Mixed-Income Housing Development

Presentation Handout (July 26, 2021)

Introduction

1. Proposed Affordable, Mixed-Income Housing Development (Chloe's Path Apartments)
 - Number of buildings (2), apartments (96 total with mix of 1-, 2-, and 3-bedrooms), and parking (open, at-grade and covered, underneath buildings)
2. Urgent Need for Rental Housing in Harwich
 - The lack of rentals is a crisis – Harwich Housing Production Plan, Harwich Local Comprehensive Plan, Harwich Affordable Housing Trust, Market Study
 - Provide year-round opportunities for young people to stay on Cape or return home – teachers, nurses, firefighters, police officers, landscapers, restaurant and hotel staffs, service industry workers, professional office staffs
3. Local Initiative Program (Friendly-40B) Process and Benefits
 - Board of Selectmen have the opportunity to provide more local input and control than with traditional 40B subsidy program
 - Board of Selectmen endorses initial concept of affordable, mixed-income housing on the land and signs draft LIP Application so that it can be submitted to the Commonwealth to begin the formal review process
 - Board of Selectmen does not approve the plans, design, scope, and project. If DHCD issues a Project Eligibility Letter, the Applicant can thereafter file with Harwich Board of Appeals to review the proposal through a public hearing process and seek a Comprehensive Permit
4. Pre-filing, Preliminary Town and Community Outreach
 - Introductory meetings with Town administration and Board of Selectmen (May and June, 2021), Informal meeting with Town Department Heads (June, 2021), Community meeting with interested neighbors (July, 2021), News coverage in Cape Cod Times and Cape Cod Chronicle), Draft LIP application posted on Town website home page

5. Subsidized Housing Inventory
 - This proposal will increase Harwich's percentage from 5.4% to 7.0% (toward Commonwealth's 10% goal)
6. Introduction of Developer Partner
 - Heritage Properties and local history of the Bush Family
7. Issues to address through public hearing process with Harwich Board of Appeals if LIP moves forward to preparation of studies and formal review (preliminary list at this time)
 - Traffic, wastewater, stormwater, landscaping, screening, lighting, architectural design, amendment of MESA Restriction, parking, bus stop, crosswalk

Discussion

1. Proposed Affordable, Mixed-Income Housing Development (Chloe's Path Apartments)

The Chloe's Path land now consists of 9.29 acres located on Sisson Road adjacent to the Harwich Police and Fire Departments and across the street from the Harwich Cultural Center (see submitted aerial). It is located on a major road with a sidewalk and is walkable to Harwich Village Center (shopping, food, stores, Town Hall, Brooks Academy, and Brooks Free Library) in one direction and down to additional shopping, restaurants, and attractions towards Route 28 in the other direction (albeit a longer walk). The 3.91 acres of wetlands delineated on the aerial photograph have previously been deeded to the Town of Harwich for open space protection.

The proposal is to build a new community of two, three-story buildings containing 48 rental apartments each (for a total of 96 units). There will be 58 one-bedroom, 28 two-bedroom, and 10 three-bedroom apartments, with a total of 144 bedrooms. Twenty-four (24) of the apartments will be deed-restricted for tenants earning no more than 80% of the Area Median Income. The remaining seventy-two (72) apartments will be market rate. Both are in high demand in the community. This property will be a rental community, not condominiums for sale.

There will be a total of 165 parking spaces both at-grade and beneath the buildings. All buildings and parking will be located more than 100 ft. from wetlands. No work is proposed within the 0-50 ft. wetland buffer.

An advanced, amphidrome wastewater treatment facility to be permitted with a DEP Groundwater Discharge Permit is proposed at this time, and the ultimate septic system will be designed to connect to a future Town sewer system along Sisson Road. The proposed, onsite wastewater treatment facility will provide tertiary nitrogen removal and treatment in the time before sewerage is available.

The Chloe's Path housing community will be sited to utilize the existing topography and enhance screening from all directions. The proposed buildings will be set back at the lower end of the property furthest from Sisson Road and will be fully sprinkled. Exterior lighting will comply with the Harwich lighting regulations.

A bus stop on the property and a crosswalk leading to the existing sidewalk on the other side of Sisson Road are proposed. A dedicated fire lane and pedestrian path are proposed circling the building for public safety access and resident enjoyment, respectively. The below-building parking will be connected underground for through traffic flow to eliminate dead-ends.

2. Urgent Need for Rental Housing in Harwich (and on Cape Cod)

We all know that there is a crisis on Cape Cod. Housing stock is priced out of reach for most and the inventory of year-round rentals is incredibly underprovided. News stories about the lack of affordable housing on Cape Cod appear weekly in the local newspapers, the Boston Globe, Banker & Tradesman, and on television.

- Governor Baker was in Falmouth for a roundtable just last week to discuss affordable housing. He noted that “almost every survey, every study I’ve seen for the last five or six years, says the single thing that makes Massachusetts an expensive place to live more than anything else is the cost of housing.”
- At the same roundtable, the head of the Housing Assistance Corporation stated that “there are literally no rentals; we have less than a 1 percent vacancy of rentals on the Cape year-round.”

Chloe’s Path Apartments are designed to address this dire need. These rental apartments will provide year-round living opportunities in Harwich for young people who grew up here to stay on Cape or to return home if they have been forced to leave – teachers, nurses, firefighters, police officers, landscapers, restaurant and hotel staffs, service industry workers, professional office staffs, and others will benefit.

Affordable housing cannot be built without economies of scale. The market rate units effectively subsidize the deed-restricted units. This is what makes affordable housing work. The Town of Harwich has been working diligently to improve its affordable housing stock over the past several years. The Town has adopted a Housing Production Plan, has established an Affordable Housing Trust, and is implementing a Local Comprehensive Plan, each of which stress the need to build more affordable housing:

- https://www.harwich-ma.gov/sites/g/files/vyhlf3236/f/file/file/harwich_housing_production_plan_final.pdf
- <https://www.harwich-ma.gov/harwich-affordable-housing-trust>
- <https://www.harwich-ma.gov/sites/g/files/vyhlf3236/f/file/file/finalplan04262011summary.pdf>
- <http://www.housing.ma/harwich/report>

In addition, the Board of Selectmen has just this year not only earmarked money for affordable housing (<https://www.capecod.com/newscenter/harwich-moves-funding-to-affordable-housing/>), but the Town recently purchased a piece of property with the intent of building affordable housing (<https://capecodchronicle.com/en/5627/harwich/7471/Affordable-Housing-Trust-Purchases-13-acre-Marceline-Property-Housing-and-homelessness.htm>).

The most recent update of the Harwich Production Plan calls for eighty percent (80%) of the new affordable housing to be rental based, and the Chloe’s Path Apartments will account for a significant percentage of this needed and desired housing.

3. Local Initiative Program (Friendly-40B) Process and Benefits

There are different types of 40B proposals, but all have one thing in common. There has to be a Project Eligibility Letter from the Commonwealth authorizing the proponent to file an application with the local Board of Appeals. In the more typical process, an applicant files directly with the Commonwealth, and often the Department of Housing and Community Development or the MassHousing Partnership serves as the subsidizing agent. In these cases, the Board of Selectman has no official role in the 40B process. The Applicant often meets with the Board and other local committees for advisory discussions.

With a Local Initiative Program 40B filing (<https://www.mass.gov/service-details/local-initiative-program>), the process is quite different. The LIP was created in 1990. Under LIP, the local Board of Selectmen plays an official role. These types of projects are typically referred to as “Friendly 40B’s” because there is more input and involvement with the Town.

The proponents of Chloe’s Path Apartments would like to pursue the development as a LIP. Thus, they have submitted a draft LIP Application for review by the Board. Ultimately, in order for a LIP to proceed to formal public hearing review, the Board of Selectmen must not only issue a letter endorsing the concept of affordable housing on the land, but also physically sign the application. Only then can the Applicant submit the application to the Commonwealth.

Under LIP (as with other types of 40B’s), the Board of Selectmen does not approve the plans, design, scope, and project. That remains the review of the Board of Appeals. However, there is no project under LIP for the Board of Appeals to approve and no formal application to be reviewed at a public hearing, if the Board of Selectmen does not initially choose to support the project.

4. Pre-filing, Preliminary Town and Community Outreach

At the encouragement of the Town Administration, the Applicant has conducted the following preliminary, pre-filing outreach to the Town and Community. If the project is able to move forward as a LIP, there will be continued outreach. The Applicant attended an introductory meeting with the Board of Selectmen (May, 2021); an informal meeting with Town Department Heads, including public safety, DPW, engineering, and others (June, 2021), and invited neighbors and other interested parties to a community meeting (July, 2021). News coverage has been provided in the *Cape Cod Times* and *Cape Cod Chronicle*. It is our understanding that there are no fewer than three Facebook Groups that have been discussing the proposal. Finally, a copy of the draft LIP application is posted on the Town website home page.

5. Subsidized Housing Inventory

The Commonwealth of Massachusetts has established a goal for all communities to provide at least ten percent (10%) of its year-round housing stock as affordable. As of December 21, 2020, the official percentage for the Town of Harwich is 5.4% (333 units). Chloe’s Path Apartments will increase the Town’s inventory substantially to 7.0% and should provide “safe harbor” protection to the Town in connection with other potential Chapter 40B proposals elsewhere for two years.

In accordance with State law, twenty-five percent (25%) of the apartments will be deed-restricted to tenants earning no more than 80% of the Area Median Income. The maximum local eligibility allowed by the Commonwealth will be proposed. As a rental community, all 96 units will count towards Harwich’s SHI.

The development will not by itself solve the problem, but it will go a long way towards making a significant improvement for the community and the residents of the property.

6. Introduction of Developer Partner

The owners of the property have partnered with a strong developer who has decades of experience in the rental housing industry. Heritage Properties and its affiliates (<https://www.bushwatson.com/>) own and/or manage more than 2,600 rental housing apartments. Of these, ninety-six percent (96%) are located in New England -- 850 in Massachusetts, 1,450 in Maine, 100 in New Hampshire, and 100 in Rhode Island. And additional 150 are located in North Carolina.

While this will be the developer's first project on Cape Cod and although being a local company is not a legal requirement to build affordable housing on Cape, the Bush family has a long history of involvement on Cape Cod. Brian Bush's great-grandfather bought a house in Harwich in 1926. That house remained in the family until about twenty years ago. Many of the family members still have homes on Cape Cod. Mr. Bush and his wife have previously lived year-round on Cape for many years. In fact, during the summer of 1985, he was an employee of the Town of Harwich as the Marina Manager at Saquatucket Harbor. His son, Jeff, was born at Cape Cod Hospital and worked at the Latham Centers in Brewster for two years after college.

7. Issues to address through public hearing process with Harwich Board of Appeals if LIP moves forward to preparation of studies and formal review

One of the benefits of outreach by an applicant and a LIP by the Town is that there is more opportunity for listening and sharing of comments and questions. In fact, in endorsing the concept of affordable housing on the land, the Board of Selectmen would not only be authorizing formal review of the proposal through a public hearing process, but the Board can also flag issues that it would like addressed during such public hearing review.

In this case, we have already identified traffic as an area of focus as indicated by the neighbors and Town and have engaged VHB Transportation to conduct a traffic review if the project proceeds under the LIP. In addition, the Applicant team will be focusing additional efforts on wastewater, stormwater, landscaping, screening, lighting, architectural design, bus stop, and crosswalk. In addition, there is an open-space restriction with the Massachusetts Endangered Species Program that will need to be independently amended in order for the proposal to proceed if approved by the Board of Appeals. Preliminary talks with the MA Natural Heritage and Endangered Species Program indicate that an amendment is potentially possible through a subsequent review process.

Conclusion

The legal standard reviewed by the Board of Appeals under Chapter 40B is whether a proposal is consistent with local needs and economic as ultimately conditioned. This usually requires a balancing between competing issue areas. Affordable housing engenders passions on both sides. It will never be possible to satisfy every constituency. That is why the review of 40B proposals involves such a balancing test.

In this case, the proponents of the Chloe's Path Apartments respectfully submit that this is a great site for affordable housing, that it is well centered near the Village Center and public safety and Town buildings, that it is well screened from view, and that it is well positioned for future sewer connection.

We are asking the Board of Selectmen to support the Local Initiative Program for Chloe's Path Apartments, to issue a written endorsement of the concept of affordable housing on this land and to sign the LIP Application. In this way, the project can proceed to formal review during a public hearing process with the Board of Appeals, studies can be completed, plans and design debated, questions raised and answered, and hopefully ultimately approved with agreed-upon conditions.

Thank you.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator *JFP*

CC: Meggan M. Eldredge, Assistant Town Administrator
Jonathan D. Idman, Director of Planning & Community Development

RE: Update on Chloe's Path proposed development

DATE: July 12, 2021

I met recently with Andrew Singer, attorney for the group known as Chloe's Path Housing, and we shared information regarding actions and next steps on the proposed development at the property adjacent to Sisson Road.

Your packet material contains a sample letter representing what was mailed out to more than forty (40) property areas near the proposed development by Mr. Singer. The letter provides information on a community engagement discussion to be held on **Tuesday, July 20, 2021 at 6:00pm** at the public meeting room at the Public Safety Facility at 183 Sisson Road (Police and Fire headquarters).

Any and all interested parties who wish to engage in discussions with representatives of the property owners at Chloe's Path are welcome to attend this public event.

Additionally, Attorney Singer and I discussed the process around the *Local Initiative Program* (LIP) coordinated through the state's Department of Housing and Community Development (DHCD). This program incorporates local support for a proposed development from a town (via a Board of Selectmen) proceeding through state approval processes.

Mr. Singer and other representatives of Chloe's Path Housing are scheduled to appear before you on **Monday, July 26, 2021** to formally present the proposed development and engage in discussion on whether the town will support the proposal.

While much has occurred regarding this proposed development, there are many meetings in the months ahead before any substantive actions can or would occur.

Chloe's Path Housing
c/o P.O. Box 67
Dennisport, MA 02639

July 6, 2021

Name
Address

Re: Invitation to Community Meeting

Dear Neighbor,

You will soon begin to receive notices regarding upcoming public hearings with the Harwich Board of Selectmen, Zoning Board of Appeals, and Conservation Commission regarding a proposed residential, affordable housing development on Chloe's Path in Harwich.

The 8.14-acre property is located off Sisson Road, next to the Police and Fire Department Complex and approximately across the street from the Harwich Community Center. An aerial photograph of the property is enclosed. The proposal includes two buildings containing forty-eight (48) rental apartments each, for a total of ninety-six (96) units. The mixed income community will consist of one, two, and three-bedroom apartments.

In advance of the public hearings, we would like to invite you to an informal meeting with our team and any other interested abutters to preview and discuss the project as it is currently designed. The meeting will be held on Tuesday, July 20, 2021, at 6:00 p.m. in the public meeting room at the Harwich Police Department, 183 Sisson Road in Harwich. Access to the meeting room is at the front left-hand side of the building.

We look forward to meeting you on the 20th to discuss the proposal and any questions or comments you may have.

Thank you.

Sincerely,

Chloe's Path Housing

By: _____
Andrew L. Singer

CHLOE'S PATH APARTMENTS

SISSON ROAD

HARWICH, MASSACHUSETTS 02645

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)



PROPOSED BY:

KEMAH APARTMENTS, LLC
C/O CHLOE'S PATH HOUSING
P.O. BOX 67
DENNISPORT, MA 02639

JULY 2021

With Support from:
MCO & Associates, Inc.
PO Box 372
Harvard, MA 01451
978-456-8388



MASSACHUSETTS
 Department of Housing and Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Fee Included: \$4,000 + (96 x \$50) = \$8,800

Mail to:

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or alana.murphy@mass.gov.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
 Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Harwich, MA (Cape Cod)
 Name of Development: Chloe's Path Apartments
 Site Address: Sisson Road, Harwich, MA
 Developer: Kemah Apartments, LLC (Heritage Properties)

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 9.29 Acres Density of Project (units/acre) 10.33

4. Unit Count:

 Total Number of Units 96
 Market Rate 72
 Affordable 24

5. Unit Prices/Rents:
 Market Rate \$2,072 to \$3,150
 Affordable \$1,363 to \$1,659

Required Signatures for the
 Comprehensive Permit Project Application

Chief Executive Official of Municipality:	Chair, Local Housing Partnership (if applicable):
Signature: _____	Signature: <u>N/A</u> _____
Print Name: Michael D. MacAskill, Chair	Print Name: _____
Date: _____	Date: _____



Map data ©2021 200 ft

 CHLOE'S APARTMENTS PARCEL

DATE ISSUED:	06/24/2021	
PROJECT NO:	19-000	
NO.:	DESCRIPTION	DATE

DRAWN BY:	APR
SCALE:	
DRAWING NO.:	SPO.0

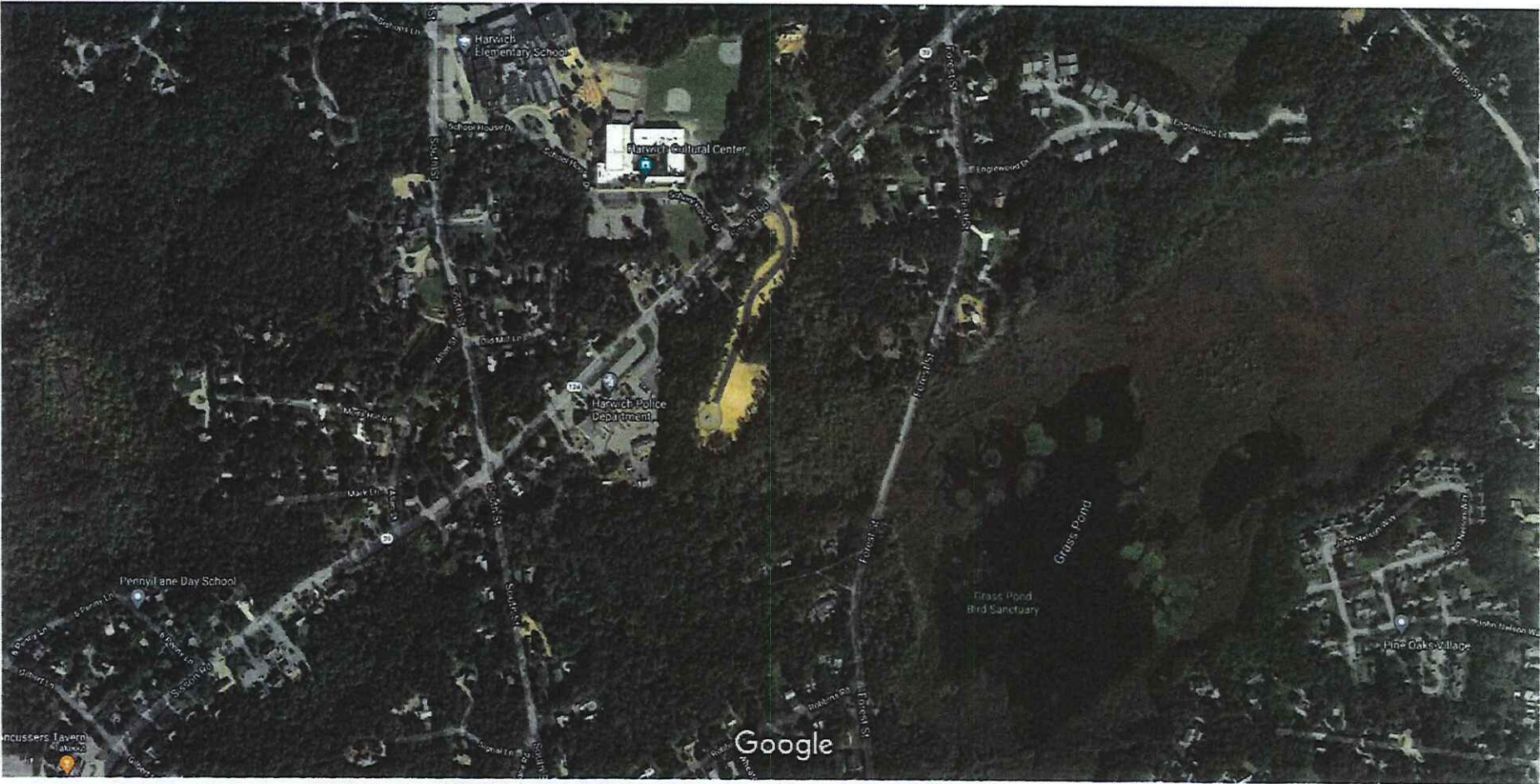
All drawings are subject to change without notice.

 The information on this drawing is based on the information provided by the client.

 The client is responsible for the accuracy of the information provided.

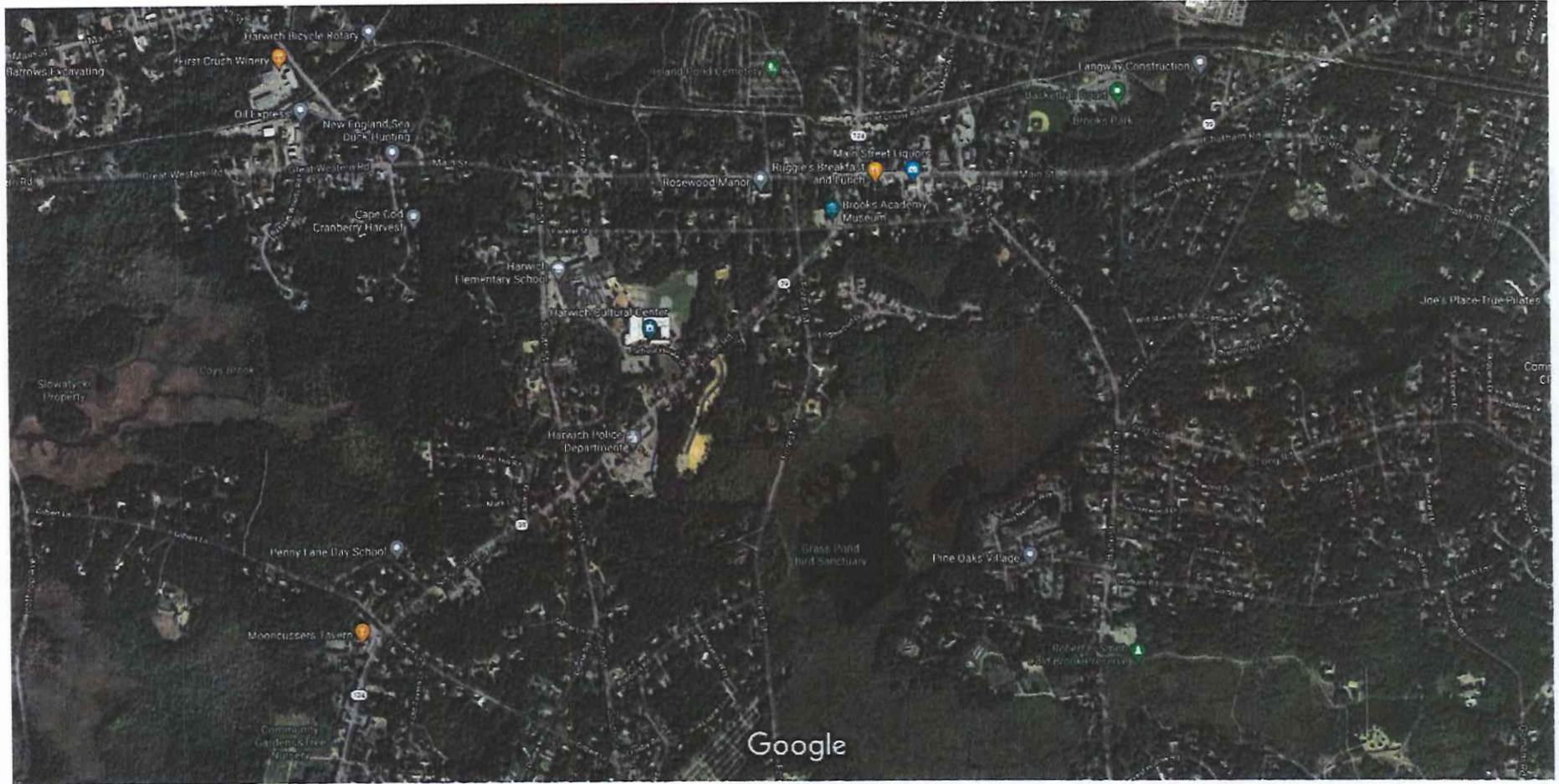


EXISTING SITE AERIAL



Imagery ©2021 MassGIS, Commonwealth of Massachusetts EOEa, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 200 ft

CHLOE'S APARTMENTS - NEW ROAD IS
PARCEL LOCATION - ACCESS INSTALLED



Imagery ©2021 CNES / Airbus, MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 500 ft

CHLOE'S APARTMENTS PARCEL
IN PROXIMITY TO
HARWICH CENTER

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Town of Harwich has been working diligently to improve its affordable housing stock over the past several years. The most recent update of the Housing Production Plans calls for 80% of the new affordable housing to be rental based and Chloe's Path Apartments will account for over 75% of the 124 units they were expecting to create over the 5 years period after the creation of the Housing Production.

The developer and agents have been meeting with various committees and boards over the past several months to gain feedback on the proposal. Specifically, meetings have been held with the Planning Staff and Administrative officials, the Select Board and a joint meeting of the department heads to review plans. Fire, Police, conservation, DPW and planning departments all had representatives present. We also are holding a meeting for local residents/abutters to share preliminary plans to gain additional feedback on the proposal.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Michael D. MacAskill, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email mmacaskill@townofharwich.us

Town Administrator/Manager

Name Joseph F. Powers
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email jpowers@townofharwich.us

City/Town Planner (if any)

Name Elaine Banta, Planning Assistant
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email ebanta@townofharwich.us

City/Town Counsel

Name Kopelman & Paige
Address 101 Arch Street – Suite 12, Boston, MA 02110
Phone 617-556-0007
Email www.k-plaw.com

Chairman, Local Housing Partnership – Affordable Housing Committee

Name Arthur Bodin, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email abodin@townofharwich.us

Community Contact Person for this project

Name Jonathan Idman
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email jidman@townofharwich.us

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

Name Kemah Apartments LLC (Contact Brian Bush)
Address c/o Heritage Properties, 100 Merrimack Street, Suite 401, Lowell, MA 01852.
Phone 978.458.0001 x 101.
Email bbush@heritageprop.net
Tax ID _____

Contractor

Name To be Determined
Address
Phone
Email
Tax ID _____

Architect

Name Catalyst Architecture (Kurt Raber)
Address 203 Willow Street – Suite A, Yarmouthport, MA 02675
Phone 508-362-8382
Email kurt@catalystarchitects.com
Tax ID _____

Engineer

Name J.M.O'Reilly & Associates, Inc. (John O'Reilly)
Address 1573 Main Street, Brewster, MA 02331
Phone 508-896-6601
Email joreilly@jmoreillyassoc.com
Tax ID _____

Attorney

Name Andrew Singer
Address 26 Upper County Road, PO Box 67, Dennisport, MA 02639
Phone 508-398-2221
Email ALSinger@singer-law.com
Tax ID _____

Housing Consultant

Name MCO & Associates, Inc. (Mark O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 508-395-1211
Email markohagan@mcoassociates.com
Tax ID _____

Marketing/Lottery Agent

Name MCO Housing Services, LLC (Maureen O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email maureen@mcohousingservices.com
Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Brian Bush /Bush Watson & Heritage Properties

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Waterhead	Matrix Hudson	The Linden	Riverdam
Community Address:	Lowell, MA	Hudson, MA	Portland, ME	Biddeford, ME
Housing Type:	Apartments Mill Rehab	Apartments NEW Construction	Apartments Conversion	Apartments Mill Rehab
Number of Units:	71	168	190	71
Total Development Costs:	\$18M	\$34.5M	\$32.6M	\$17.7M
Subsidy Program (if applicable):	N/A	40B	N/A	N/A
Date Completed:	April 2020	Jan 2018	On Going	On Going
Reference: Name and Telephone #:	Brian Bush 978-815-4718	Brian Bush 978-815-4718	Brian Bush 978-815-4718	Brian Bush 978-815-4718

2. Contractor: ***NOTE – As noted above, Brian Bush is an experienced developer with many larger projects completed. The intention is to hire a qualified, local, general contractor for the property but this has not been finalized as yet.***

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:				
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No

If yes, please explain. Brian Bush has developed and built a 168 Unit rental project in Hudson, MA under the 40B program. Mark O'Hagan and MCO Housing Services, LLC has extensive background in 40B development, construction and affordable marketing services.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No
If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is ***Manager*** (Title) of ***Kemah Apartments, LLC*** (Legal Name of Applicant) and that the information requested below for the project known as ***Chloe's Path Apartments*** (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: ***Brian Bush, Manager*** _____

Date _____

V. PROJECT INFORMATION

1.	Type of Housing:	Total Number of Units
	Single-Family House	_____
	Condo	_____
	Rental	_____ 96 _____
	Other	_____

2. Total Number of Units Affordable 72 Market 24

3.	Project Style:	Total Number of Units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____ 96 _____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
 Buildings .93 Acre Parking & Paved Areas 1.28 Acres
 Usable Open Space 7.04 Acres Unusable Open Space .04 Acres

6. Is any portion of the project designed for non-residential use? NO
 If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
We will utilize low impact development (LID) techniques on site and will promote clean energy principles by using EnergyStar and Watersense products throughout the development. We have also concentrated the development at a location which is reasonably walkable to shops, restaurants, churches and municipal services.

B. How will the project maximize energy efficiency and meet Energy Star Standards?
The project will be built in conjunction with the 9th edition of the Mass Building Code and shall comply with Mass Save program requirements. Rated windows, tankless hot water heater, sealed ductwork, added insulation & sealing and high efficiency boilers will be used. Each unit also need to be HERS rated.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

Low E insulated glass, low flow toilets, "Water Sense" approved fixtures, and LED lighting are all standard in the homes. Appliances will all be Energy Star approved and Low Impact Development (LID) will be utilized to limit environmental disturbance on the site. Vinyl siding & fiber cement board for limited long-term maintenance will be utilized. Several Charging Stations for Electric cars are proposed and bike storage is provided for all residents.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>15</u>	<u>1</u>	<u>1</u>	$\frac{685 -}{863}$	<u>1</u>	<u>\$1,363</u>		<input type="checkbox"/> # _____
	<u>7</u>	<u>2</u>	<u>1 or 2</u>	$\frac{1,040 -}{1,060}$	<u>1</u>	<u>\$1,511</u>		<input type="checkbox"/> # _____
	<u>2</u>	<u>3</u>	<u>2</u>	<u>1,340</u>	<u>1</u>	<u>\$1,659</u>		<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>43</u>	<u>1</u>	<u>1</u>	$\frac{685 -}{863}$	<u>1</u>	<u>\$2,072</u>	_____	<input type="checkbox"/> # _____
	<u>21</u>	<u>2</u>	<u>1 or 2</u>	$\frac{1,040 -}{1,060}$	<u>1</u>	<u>\$2,863</u>	_____	<input type="checkbox"/> # _____
	<u>8</u>	<u>3</u>	<u>2</u>	$\frac{1,340 -}{1,530}$	<u>1</u>	<u>\$3,150</u>	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 9.29 Total Buildable Acreage 9.26

2. Describe the current and prior uses of the subject site: Wooded Area, subdivision road has been previously installed.

Existing buildings on site? Yes No
If yes, describe plans for these buildings:

3. Current Zoning Classification:

Residential X (minimum lot size). 40,000 s.f.

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? 3.95

If yes, attach map of site noting wetland areas.

Is map attached? Yes No

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No

If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input checked="" type="checkbox"/>				
Other	<input type="checkbox"/>	Explain: <u>There is the potential for public sewer in the near future.</u>			

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. NONE

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? To allow for Multi family in single family zoning district, some dimensional offsets, limited wetland offset relief

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Purchase and Sale Agreement – Copy of Agreement attached.

C. Under Option _____

Seller: HFH Development, LLC Buyer: Kemah Apartments, LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain:
No

Date of Agreement June 19, 2021 Expiration Date 2 years

Extensions granted? Yes No Date of Extension _____

Purchase Price \$3,072,000

PURCHASE AND SALE AGREEMENT

1. PARTIES
AND MAILING
ADDRESSES

This 7th day of July, 2021

HFH DEVELOPMENT, LLC, a Massachusetts limited liability company of _____ ("**Seller**"), agrees to sell, and **KEMAH APARTMENTS LLC**, a Massachusetts limited liability company of 100 Merrimack Street, Suite 401, Lowell, MA 01852 ("**Buyer**") agrees to buy upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A parcel of land with all appurtenant rights and benefits and the improvements thereon owned by the Seller in Harwich, Massachusetts off Forest Street and Sisson Road, and shown as Lots 1-7 and 9 on on a Plan recorded with the Barnstable Registry of Deeds in Plan Book 666, 20 and Parcel A-1 on a Plan recorded with said Deeds in Plan Book 666, Page 19 (herein the "premises"). For Seller's title see the deeds recorded with the Barnstable Registry of Deeds in Book 29940, Page 204 and in Book 29940, Page 206.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures, used in connection therewith, if any, as well as all permits, licenses, approvals and authorizations issued by any governmental authority in connection with said premises, including the Government Approvals (as defined herein).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least five (5) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encroachments and encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) deleted;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the delivery of such deed;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Project (as defined below).
- (f) Declaration of Restriction recorded in Book 29940, Page 267;
- (g) Letter from Division of Fisheries & Wildlife recorded in Book 29940, Page 272;
- (h) Order of Conditions from the Harwich Conservation Commission recorded in Book 29940, Page 285;
- (i) Provisions contained in the deed recorded in Book 29940, Page 208;
- (j) Easement recorded in Book 29940, Page 249.
- (k) Declaration of Protective Covenants recorded in Book 29940, Page 256.

5. PLANS

6. REGISTERED
TITLE

7. PURCHASE
PRICE

If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

The agreed purchase price for said premises is \$3,072,000.00 of which

\$100,000.00 shall be paid to Buyer's Title Agent (as defined herein) within 2 business days after the date hereof, and subject to adjustment as herein provided, the balance of the purchase price is to be paid on the closing date to Buyer's Title Company by bank wire transfer.


8. TIME FOR PERFORMANCE; DELIVERY OF DEED
The delivery of the Deed and the consummation of the transactions contemplated hereby (the "Closing") shall take place through escrow on the date which is ninety days after Seller has obtained all Government Approvals with all appeal periods expired without appeal having been taken, or if appeal is taken, such appeal is resolved to Buyer's satisfaction, and transferred to Buyer's nominee (it being understood Buyer must assign its rights hereunder to a so-called *Limited Dividend Organization* which must then be approved in accordance with MGL 40B prior to closing).
9. POSSESSION AND CONDITION OF PREMISE
Full possession of said premises, free of all debris rubbish, rubble, personal property, occupants, licenses and contracts, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, except as herein provided, (b) not in violation of said building and zoning or other laws, and (c) in compliance with the provisions of this Agreement. The Buyer shall be entitled to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts, to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty days, provided that the costs to Seller shall not exceed one half of one percent of the purchase price, exclusive of any voluntary mortgages, liens, or other encumbrances which may be discharged by the payment of money only..
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title and said Premises. except that in the event of such conveyance in accord with the provisions of this clause.
13. ACCEPTANCE OF DEED
The acceptance and recording of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, with respect to liens held by institutional lenders, thereafter in accordance with usual and acceptable conveyancing practice.
15. INSURANCE
Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|---|---------------------------|
| (a) Fire and Extended Coverage | *\$ n/a |
| (b) All risk of loss to remain with Seller until acceptance of the deed by Buyer, except as set forth herein. | |
16. ADJUSTMENTS
Real estate taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

- | | |
|--|---|
| 17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES | If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall hereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. |
| 18. BROKER | Deleted |
| 19. BROKER(S) WARRANTY | Deleted |
| 20. DEPOSIT | All deposits made hereunder shall be held in escrow by Rollins, Rollins & Fox, P.C. ("Buyer's Title Company") and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the deposits shall continue to be held in escrow pending instructions mutually given by the Seller and the Buyer or final disposition through either litigation or binding arbitration. |
| 21. Buyer's DEFAULT; DAMAGES | If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be Seller's sole remedy, whether in law and in equity or otherwise. |
| 22. RELEASE BY HUSBAND OR WIFE | DELETED |
| 23. BROKER AS PARTY | DELETED |
| 24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. | If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. |
| 25. WARRANTIES AND REPRESENTATIONS | The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the Seller or the Broker(s): NONE, except as stated herein. |
| 26. MORTGAGE CONTINGENCY CLAUSE | DELETED |
| 27. CONSTRUCTION OF AGREEMENT | This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer or their respective attorneys. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Digitally signed and electronically circulated copies of this instrument and any amendments hereto shall have the same force and effect as wet signed originals. |
| 28. LEAD PAINT LAW | Deleted |
| 29. SMOKE DETECTORS | Deleted |
| 30. ADDITIONAL PROVISIONS | See Rider(s) attached hereto, executed herewith and made a part hereof. |

Seller: JIFM DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By:  _____, Manager

By:  _____, Manager

RIDER TO PURCHASE AND SALE AGREEMENT

HFH DEVELOPMENT, LLC ("Seller")

KEMAH APARTMENTS LLC ("Buyer")

13.21 acres Off and Forrest Street and Sisson Road, Harwich, MA ("Premises" or "Property")

31. **ACCESS/ENVIRONMENTAL:** Seller will permit Buyer reasonable access, at reasonable times with reasonable notice, to the Premises for the purpose of making inspections and investigations, and Buyer shall indemnify and hold Seller harmless for any and all liability to third parties as a result of Buyer's conduct on the Premises, except as a result of the negligence of Seller or its agents.

Buyer shall be permitted to perform environmental testing and studies at the Premises. In the event that Buyer determines that there are any violations of environmental laws, or discovers the presence of any hazardous materials or substances, Buyer shall be permitted to terminate this transaction, in which case all deposits shall be returned to Buyer. This contingency shall expire on October 1, 2021.

32. **GOVERNMENT APPROVALS:**

Seller shall, at Seller's sole cost and expense, use continuous diligent efforts to obtain all necessary government approvals, on terms acceptable to Buyer ("Government Approvals") for the construction of a residential development (rental only) with ninety six (96) units, so that Buyer can obtain building permits for the project without further condition, pursuant to G.L. c. 40(B), with twenty-five (25%) of the units being affordable units at eighty (80%) of Area Median Income, the balance being market rate units ("Project"). The initial Comprehensive Permit Application shall be for 96 residential rental units. If at any time that Buyer or Seller determines, in either's reasonable discretion, that the Governmental Approvals for the Project will not or cannot be obtained as above provided within two (2) years after the date hereof, Buyer or Seller shall have the right, but not the obligation, to terminate this Agreement by written notice to the other party whereupon the Deposit shall be refunded to Buyer and this Agreement shall be of no further force or effect.

The term "Governmental Approvals" hereunder shall expressly include all consents, approvals, licenses, variances, comprehensive permits, including but not limited to: Comprehensive Permit, Order of Conditions, wastewater permits, stormwater management permits, utility permits, etc. and permits necessary for construction of the Project, other than building permits, under all federal, state, municipal, and regional codes, statutes, ordinances, by-laws, rules and regulations now in effect or hereafter enacted, with all appeal periods therefrom having expired without appeal, or if appeals are taken, when such appeals are resolved to the reasonable satisfaction of Buyer and with any other pending litigation involving this project dismissed or resolved to the Buyer's satisfaction.

Buyer and Seller agree to cooperate and collaborate in good faith in furtherance of obtaining the Government Approvals but Buyer shall not be required to attend meetings/hearings and shall not be required to incur cost in furtherance of the Government Approvals. Seller hereby authorizes Buyer to apply for any code related permits, such as building, plumbing and electrical permits prior to closing, and will provide any necessary assents/consents in furtherance of the foregoing.

33. **TITLE:** It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

(a) all buildings, structures and improvements, including but not limited to any driveways and waste disposal, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;

(b) no building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises;

(c) the Premises shall abut and shall have legal vehicular access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located; and

(d) title to the Premises is insurable for the benefit of Buyer by a title insurance company qualified to do business in Massachusetts and issuing an ALTA Owner's Policy at published standard premium rates with standard exceptions but otherwise without qualifications as to the quality of title.

(e) all Orders of Conditions, except for those associated with obtaining the approvals for the Project have been closed as evidenced by a recorded Certificate of Compliance.

In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

34. REPRESENTATIONS: Seller hereby makes the following representations to Buyer to the best of Seller's knowledge and without any duty of independent investigation as of the Effective Date, which representations shall be deemed to have been made again as of the Closing Date (updated to reflect the then state of facts).

Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending of which Seller has knowledge against Seller or the Property, which, if adversely determined, could individually or in the aggregate interfere with the consummation of the transaction contemplated by this Agreement or adversely affect the Seller, Project or the Property. There is no litigation which has been filed against the Property itself, or against Seller that in either case would materially affect the Property or use thereof, or Seller's ability to perform hereunder. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

Operating Agreements. There are no Operating Agreements and will be no Operating Agreements as of the closing

Condemnation. There are no pending, or to Seller's knowledge, contemplated condemnation proceedings relating to the Property.

Violations. Seller has knowledge (a) of any existing or uncured violation of any federal, state or local law or governmental requirements relating to the Property or the use or operation thereof, which has not been cure, and (b) any change in the zoning classification, any condemnation proceedings or any proceedings to widen or realign any street or highway adjacent to any Property.

Leases. There are no leases or occupancy agreements affecting the Property.

Environmental Matters. Seller has no knowledge of the existence of any Hazardous Substance present in, on, under, or about the Property in violation of, or potential violation of, any applicable federal, state, or local law, regulation, ordinance, judgment or court order relating to the same. For purposes hereof, the term "Hazardous Substance" shall mean any petroleum, chemical, toxic or other so-called hazardous substance, the storage, release, transportation, and/or manufacture of which is the subject of any statute and/or regulation by the United States Environmental Protection Agency, or any similar state environmental protection and/or oversight agency.

Betterments. Seller has knowledge of any proposed or existing betterment assessment against the Property;

Restrictive Covenants. Other than those documents listed in Paragraph 4 of this Agreement, Seller has no knowledge of any violation of any recorded restrictions affecting the Property;

Third Party Purchase Rights. Seller has not granted to any person other than Buyer a right of first refusal, option to purchase, or other right to purchase all or any part of the Property; and

The representations of Seller in this Section shall survive for twelve (12) months after Closing, but Seller shall have no liability until such time as Buyer has incurred expenses in the aggregate in excess of Ten Thousand Dollars (\$10,000) in connection with this clause.

35. SELLER'S DOCUMENTS:

(a) Within 10 days after the date hereof, Seller shall provide Buyer with copies of any and all studies, investigations and reports related to the Premises, including any environmental and geotechnical studies and reports.

(b) At closing, Seller agrees to deliver such affidavits, documents and certificates as may be customarily required by Buyer's Title Company, including without limitation the following: (i) an affidavit stating that Seller is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to Buyer and Buyer's title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which would entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises; (iii) Internal Revenue Code, 1099S Form; and (iv) closing statement.

36. SELLER DEFAULT:

If Seller is unwilling or unable to convey title subject to and in accordance with the terms of the Agreement, Buyer shall elect one of the following rights and remedies:

Buyer shall have the right to terminate this Agreement by notice to Seller, in which event the Deposit together with interest thereon shall be paid to Buyer, and all obligations of the parties under this Agreement shall terminate except for the Buyer's obligations which expressly survive termination;

Buyer shall have the right to waive the breach or default and proceed to Closing in accordance with the provisions of this Agreement without reduction of the Purchase Price; or

If Seller is unwilling to close, Buyer may seek specific performance and damages for Seller's unwillingness to execute and deliver the documents necessary to convey the Property to Buyer as herein required.

37. REBA STANDARDS: Any matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and not inconsistent with the terms hereof.

38. BROKERS: Buyer and Seller both represent that they have not contacted any real estate broker in connection with this transaction. Each party agrees to indemnify the other and hold the other harmless from any claim, loss or cost for any other brokerage commissions arising out of actions or inactions of the indemnitor in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

39. NOTICES: Notices shall be effective when delivered by hand, by overnight courier, by email with confirmation of sending, or received facsimile transmission to the parties at the following addresses: to Buyer shall be deemed given when received at the office of Buyer's attorney, Joshua M. Fox, Esquire, 36 Glen Ave., Newton, MA 02459 (Phone: (617) 969-7555; Fax: (617) 969-5281 Email: jfox@rrf-law.com). Any such notice to Seller shall be deemed given when received at the office of Seller's attorney

40. DRAFTS: The submission of a draft of the Agreement or summary of some or all of its provisions does not constitute an offer to sell or acceptance of any offer to buy the Premises unless or until the Agreement has been

executed by both the Buyer and the Seller and a fully executed copy thereof and all exhibits incorporated by reference have been delivered to each party.

41. **PRIOR AGREEMENTS:** This Agreement supersedes all prior written or any oral agreements between the parties.

42. **DATE OF PERFORMANCE:** If the date on which any performance required hereunder is other than a business day or a day in which the Registry of Deeds serving the Real Property is open for business, then such performance shall be required as of the next following business day.

43. **PREVAILING PARTY:** If litigation is instituted by either party to enforce the terms of this Agreement, the non-prevailing party shall be responsible to pay the reasonable costs and expenses of the prevailing party in the litigation, including, but not limited to, reasonable attorneys' fees.

44. **COVID CLAUSE:** The Parties further agree and acknowledge that in the event either the Buyer, Buyer's lender, Seller, any of their respective attorneys, or the Registry of Deeds becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure order from any governmental agency prior to or at the time for performance hereunder, the closing shall be automatically extended at the request of either Party until such time after the delay has concluded and as such time is reasonably needed for the non-performing party to perform.

45. **Limited Power of Attorney for Extensions:** SELLER and BUYER hereby appoint their respective attorneys as attorneys in fact for the limited purpose of signing any extensions or amendments to this Purchase and Sale Agreement. This Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal.

46. **Interim Facsimile or Electronic Signatures:**

To the extent allowed by law, facsimile and/or electronically transmitted signatures on this Agreement and any subsequent amendments shall have the effect as delivery of signed originals, provided that originals are subsequently delivered or exchanged, as the case may be.

47. **No recording:**

If the Buyer either makes an assignment of its rights under this Agreement to an entity which is not controlled by Jeffrey and/or Brian Bush or records a copy of this Agreement with the Registry of Deeds, the Seller may at its option declare the Seller's obligations hereunder null and void and deem the Buyer in default of his or her obligations hereunder. The designation of a merely title nominee pursuant to clause 4 of the agreement shall not be deemed an assignment by the Buyer within the meaning of this clause.

48. **Seller's Statements and Representations:**

All of the Seller's statements and representations in this Agreement or any rider/addendum are made to the Seller's actual knowledge and without conducting any independent investigation or inquiry. No statement, representation, covenant or warranty shall survive the delivery of the deed unless expressly stated in this Agreement or in a separate instrument or agreement signed by the Seller. Nothing contained in this Agreement shall require Seller to take additional actions or make further inquiry with regard to any matter in this Agreement. No such statement, representation, covenant or warranty shall constitute a statement, representation, covenant or warranty against the future occurrence of such matter. The provisions of this paragraph shall survive delivery and recording of the deed or the termination of this Agreement.

49. In addition, SELLER's title to the premises shall be deemed to meet the requirements of Sections 4 and 33 hereof for all purposes unless written notice of a claimed title defect is provided SELLER on or before October 1, 2021. Such notice shall specify any defects in title claimed in SELLER's title, which may include objections to the items listed in Paragraph 4(f)-(k) if the same materially adversely affects the Project (and SELLER shall have the obligations set forth in Section 10) and BUYER shall have rights with respect to SELLER's title only in respect to (a) defects in title existing as of the end date of BUYER's title examination, which have been claimed in such notice and (b) defects in title arising after the end date of BUYER's title examination. BUYER shall take title to and pay the purchase price for the premises subject to any defects in title existing as of the end date of Buyer's title

examination, which have not been claimed in such notice. SELLER shall not permit any encumbrance of the title between the end date of BUYER's title examination and the closing.

Executed under seal as of this 7th day of July, 2021.

Seller: HFH DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By: 
Gary Terry, Manager

By: 
Brian Bush, Manager

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable) N/A

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	<u>72</u>	<u>24</u>	Unfinished	<u>72</u>	<u>24</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	_____	Outdoor	<u>72</u>	<u>24</u>
Vinyl	<u>72</u>	<u>24</u>	Covered	_____	_____
Brick	_____	_____	Garage	<u>72</u>	<u>24</u>
Fiber Cement	<u>72</u>	<u>24</u>	Bicycle	<u>72</u>	<u>24</u>
Other	_____	_____			

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): Split Zone Electric Heat & A/C

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
Low Flow Toilets, Water Sense Fixtures, Energy Star rated windows & appliances, LED Lighting and Split Zone Heat & A/C systems.

Modular Construction

If modular construction will be used, explain here:
N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.
Yes – affordable renters will have the same amenities as market rate renters.

CHLOE'S APARTMENTS

HARWICH, MA

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)

Design & Construction Cover Sheet

- 2 Proposed Buildings with 96 RENTAL Apartments;
- Buildings each contain 48 rental homes with 12 affordable homes per building;
- All apartments will have the same finish and all amenities are available to market rate and affordable homes;
- Plan Attached showing proposed Affordable locations;
- 1, 2 & 3 bedroom apartments are to be available. Sizes range from 685 square feet to 1,530 square feet.
- Site Consists of Only Residential Space; Approximately 60,500 square feet per building;
- There is basement level garage parking for a total of 96 spaces. All Units will receive one garage space. There are an additional 59 surface parking spaces. Electric Car Charing Stations are proposed;
- There is dedicated Bike Storage space in the garage areas and exterior bike racks for resident usage;
- The buildings have elevators, so ALL units are handicapped adaptable. The buildings will meet all other state code requirements as it relates to handicapped accessibility.

SISSON ROAD, HARWICH, MASSACHUSETTS

1 CONCEPTUAL SITE PLAN
 1" = 40'-0"

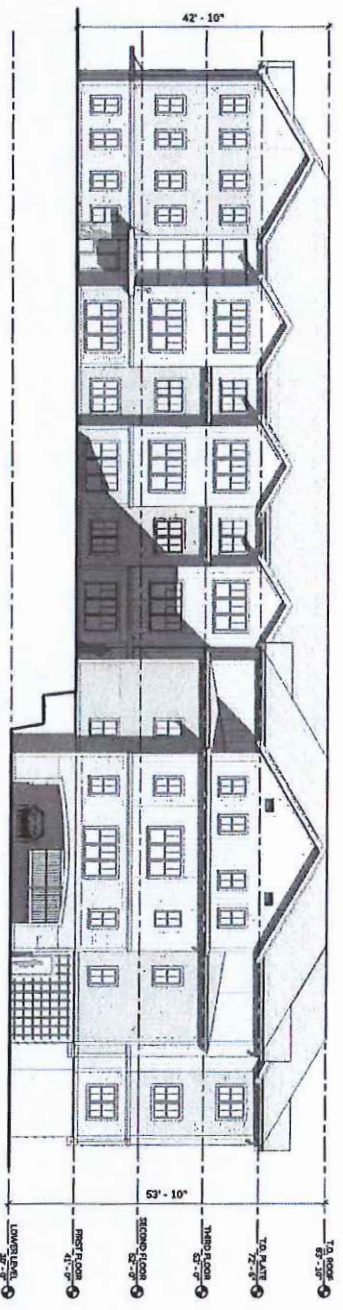


DATE ISSUED: 04.14.21
 PERIODS:
 NO. OF PERIODS: 1
 DATE: 04/14/21
 DRAWING NO.: SP1.1

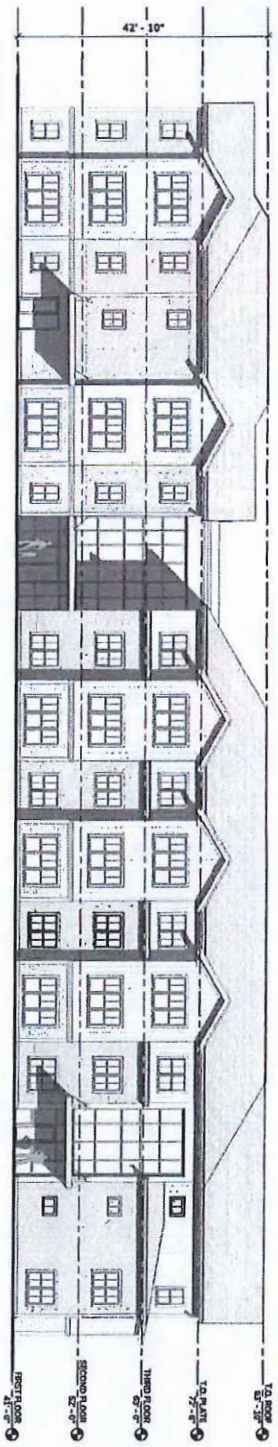
PROPOSED
 CONCEPTUAL
 SITE PLAN

CHLOE'S PATH HOUSING
 HARWICH, MA 02645

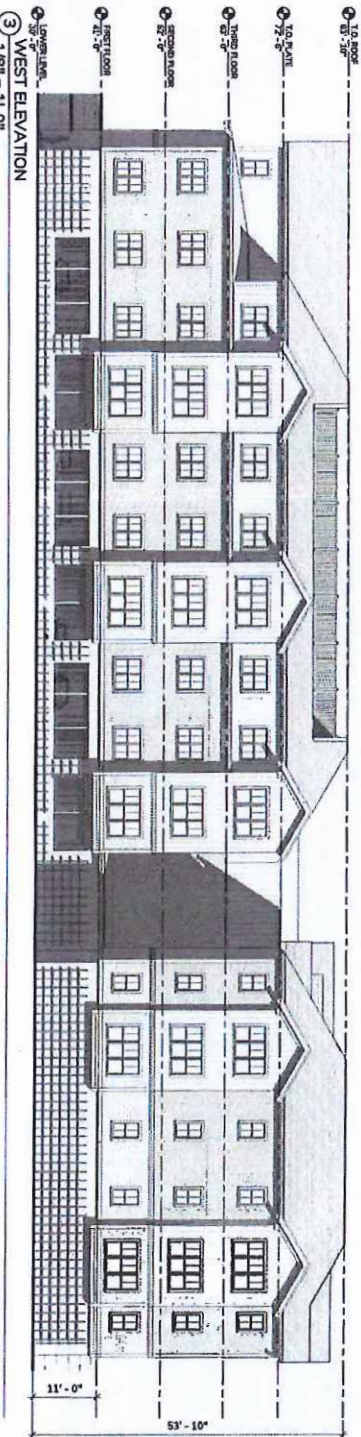
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 Architecture / Interiors
 Where visions take shape
 203 WILLOW STREET, SUITE A YARMOOUTH, MA 02675
 P. 508-365-8302 WWW.CATALYSTARCHITECTS.COM



① NORTH ELEVATION
1/8" = 1'-0"



② EAST ELEVATION
1/8" = 1'-0"



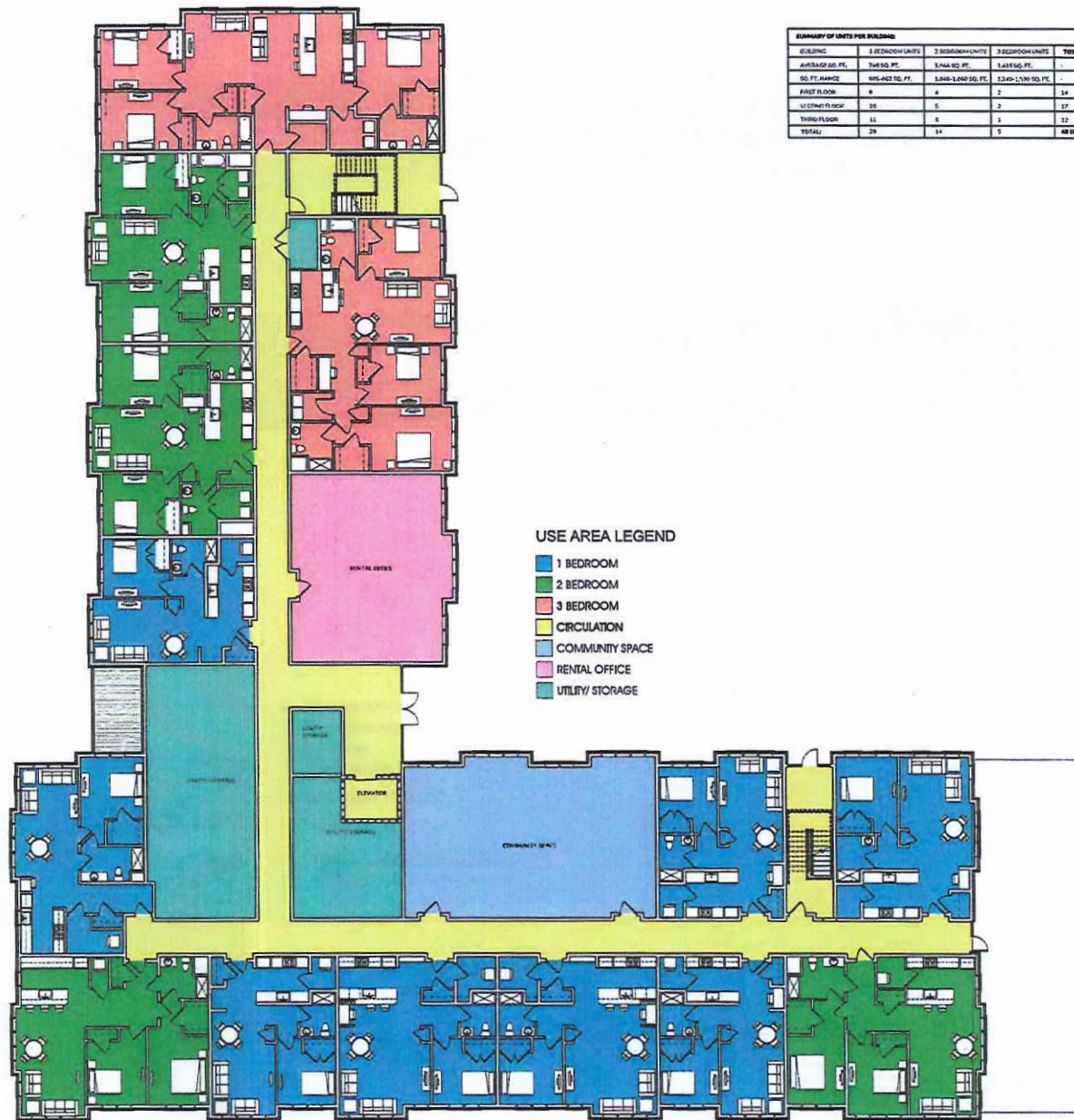
③ WEST ELEVATION
1/8" = 1'-0"

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CHLOE'S PATH HOUSING
HARVICH, MA 02645

CONCEPTUAL
ELEVATIONS

SD-2.1

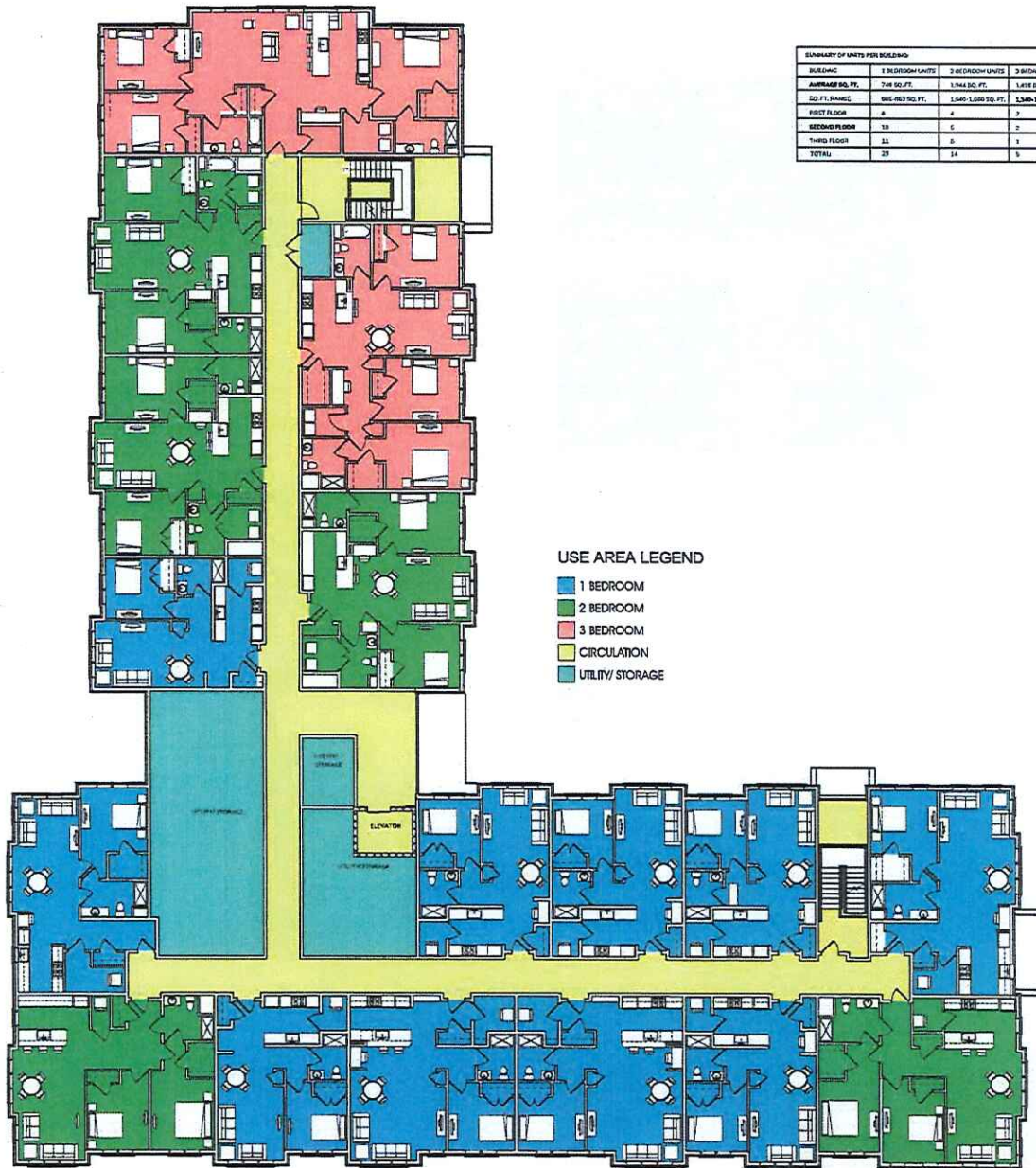


SUMMARY OF UNITS PER FLOORING				
FLOORING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,144 SQ. FT.	1,411 SQ. FT.	-
SO. FT. RANGE	656-827 SQ. FT.	826-1,240 SQ. FT.	1,214-1,739 SQ. FT.	-
FIRST FLOOR	6	4	2	14
UPPER FLOOR	30	5	2	37
THIRD FLOOR	11	8	1	20
TOTAL	47	17	5	69 UNITS TOTAL

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- COMMUNITY SPACE
- RENTAL OFFICE
- UTILITY/STORAGE

1 CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"



SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,458 SQ. FT.	-
SQ. FT. RANGE	685-812 SQ. FT.	1,040-1,048 SQ. FT.	1,340-1,526 SQ. FT.	-
FIRST FLOOR	4	2	2	8
SECOND FLOOR	10	6	2	18
THIRD FLOOR	11	0	1	12
TOTAL	25	8	5	38 UNITS TOTAL

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

1 CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"

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CHLOE'S PATH HOUSING
HARWICH, MA 02645

CONCEPTUAL
2ND FLOOR
PLAN

DATE ISSUED: 04.14.2011
REVISED: _____ DATE: _____

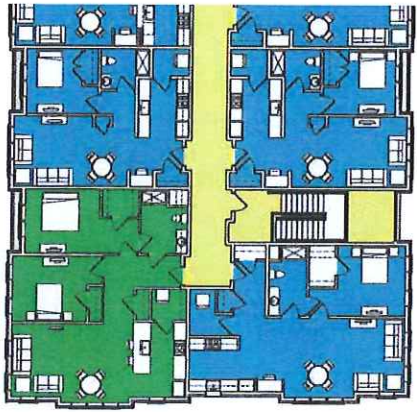
DRAWN BY: _____
SCALE: As Indicated
DRAWING NO:

SD-1.2

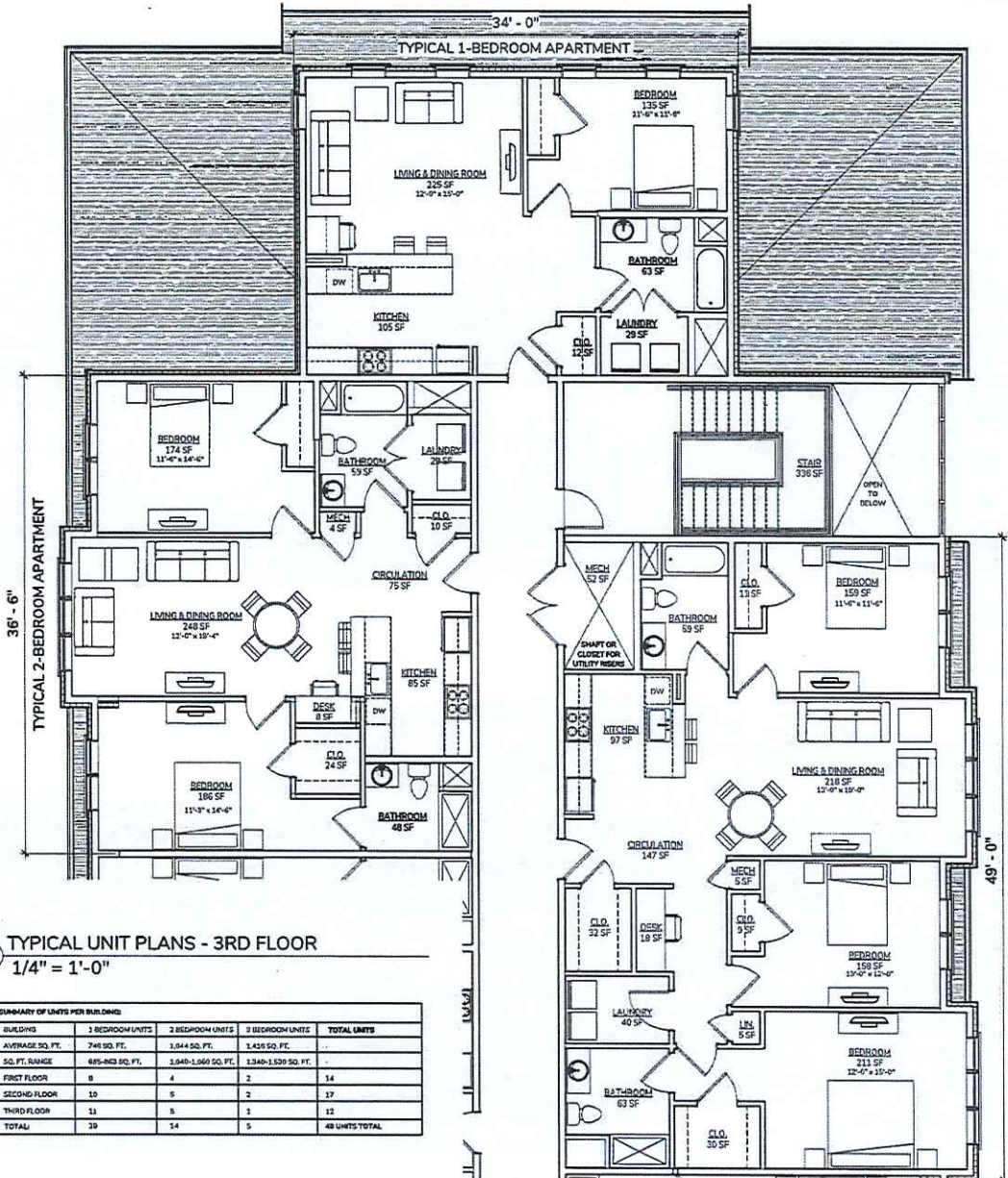
Scale of 1/8" = 1'-0". All dimensions are in feet and inches. All dimensions are rounded to the nearest 1/4". All dimensions are in feet and inches. All dimensions are rounded to the nearest 1/4".

Summary of Units per Building				
Building	1-Bedroom Units	2-Bedroom Units	3-Bedroom Units	TOTAL UNITS
APARTMENT 101	1	1	1	3
APARTMENT 102	1	1	1	3
APARTMENT 103	1	1	1	3
APARTMENT 104	1	1	1	3
APARTMENT 105	1	1	1	3
APARTMENT 106	1	1	1	3
APARTMENT 107	1	1	1	3
APARTMENT 108	1	1	1	3
APARTMENT 109	1	1	1	3
APARTMENT 110	1	1	1	3
APARTMENT 111	1	1	1	3
APARTMENT 112	1	1	1	3
APARTMENT 113	1	1	1	3
APARTMENT 114	1	1	1	3
APARTMENT 115	1	1	1	3
APARTMENT 116	1	1	1	3
APARTMENT 117	1	1	1	3
APARTMENT 118	1	1	1	3
APARTMENT 119	1	1	1	3
APARTMENT 120	1	1	1	3
APARTMENT 121	1	1	1	3
APARTMENT 122	1	1	1	3
APARTMENT 123	1	1	1	3
APARTMENT 124	1	1	1	3
APARTMENT 125	1	1	1	3
APARTMENT 126	1	1	1	3
APARTMENT 127	1	1	1	3
APARTMENT 128	1	1	1	3
APARTMENT 129	1	1	1	3
APARTMENT 130	1	1	1	3
APARTMENT 131	1	1	1	3
APARTMENT 132	1	1	1	3
APARTMENT 133	1	1	1	3
APARTMENT 134	1	1	1	3
APARTMENT 135	1	1	1	3
APARTMENT 136	1	1	1	3
APARTMENT 137	1	1	1	3
APARTMENT 138	1	1	1	3
APARTMENT 139	1	1	1	3
APARTMENT 140	1	1	1	3
APARTMENT 141	1	1	1	3
APARTMENT 142	1	1	1	3
APARTMENT 143	1	1	1	3
APARTMENT 144	1	1	1	3
APARTMENT 145	1	1	1	3
APARTMENT 146	1	1	1	3
APARTMENT 147	1	1	1	3
APARTMENT 148	1	1	1	3
APARTMENT 149	1	1	1	3
APARTMENT 150	1	1	1	3
APARTMENT 151	1	1	1	3
APARTMENT 152	1	1	1	3
APARTMENT 153	1	1	1	3
APARTMENT 154	1	1	1	3
APARTMENT 155	1	1	1	3
APARTMENT 156	1	1	1	3
APARTMENT 157	1	1	1	3
APARTMENT 158	1	1	1	3
APARTMENT 159	1	1	1	3
APARTMENT 160	1	1	1	3
APARTMENT 161	1	1	1	3
APARTMENT 162	1	1	1	3
APARTMENT 163	1	1	1	3
APARTMENT 164	1	1	1	3
APARTMENT 165	1	1	1	3
APARTMENT 166	1	1	1	3
APARTMENT 167	1	1	1	3
APARTMENT 168	1	1	1	3
APARTMENT 169	1	1	1	3
APARTMENT 170	1	1	1	3
APARTMENT 171	1	1	1	3
APARTMENT 172	1	1	1	3
APARTMENT 173	1	1	1	3
APARTMENT 174	1	1	1	3
APARTMENT 175	1	1	1	3
APARTMENT 176	1	1	1	3
APARTMENT 177	1	1	1	3
APARTMENT 178	1	1	1	3
APARTMENT 179	1	1	1	3
APARTMENT 180	1	1	1	3
APARTMENT 181	1	1	1	3
APARTMENT 182	1	1	1	3
APARTMENT 183	1	1	1	3
APARTMENT 184	1	1	1	3
APARTMENT 185	1	1	1	3
APARTMENT 186	1	1	1	3
APARTMENT 187	1	1	1	3
APARTMENT 188	1	1	1	3
APARTMENT 189	1	1	1	3
APARTMENT 190	1	1	1	3
APARTMENT 191	1	1	1	3
APARTMENT 192	1	1	1	3
APARTMENT 193	1	1	1	3
APARTMENT 194	1	1	1	3
APARTMENT 195	1	1	1	3
APARTMENT 196	1	1	1	3
APARTMENT 197	1	1	1	3
APARTMENT 198	1	1	1	3
APARTMENT 199	1	1	1	3
APARTMENT 200	1	1	1	3
TOTAL	200	200	200	600

AREA LEGEND
 BROOM
 BROOM
 BROOM
 BROOM
 CLUTTER
 TV STORAGE



<p>Catalyst Architecture Interiors Where visions take shape 205 WILLOW STREET, SUITE 100, HARWICH, MA 02645 P 508 352 4042 WWW.CATALYSTARCHITECTURE.COM</p>	<p>CHLOE'S PATH HOUSING HARWICH, MA 02645</p>	<p>CONCEPTUAL 3RD FLOOR PLAN</p> <p>DATE: 08/14/13 DRAWN BY: M. ALLEN CHECKED BY: M. ALLEN SCALE: AS SHOWN SHEET NO: SD-13</p>
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1 TYPICAL UNIT PLANS - 3RD FLOOR
 1/4" = 1'-0"

SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	746 SQ. FT.	1,044 SQ. FT.	1,435 SQ. FT.	
SQ. FT. RANGE	695-862 SQ. FT.	1,040-1,060 SQ. FT.	1,340-1,530 SQ. FT.	
FIRST FLOOR	0	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	21	14	5	40 UNITS TOTAL

DATE ISSUED	06/14/2021
REVISIONS:	
NO.	DESCRIPTION DATE

DRAWN BY:	Author
SCALE:	1/4" = 1'-0"
DRAWING NO.:	

SD1.4

These plans are intended to be used in conjunction with the project's specifications and other documents. The architect is not responsible for any errors or omissions in these plans. The architect is not responsible for any construction or other costs not shown on these plans.



VIEW #1 - PERSPECTIVE VIEW FROM SISSON ROAD



VIEW #2 PERSPECTIVE VIEW FROM HALF WAY DOWN THE DRIVEWAY

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CHLOE'S PATH HOUSING
HARWICH, MA 02645

**CONCEPTUAL
PERSPECTIVE
VIEWS**

DATE ISSUED:	06.16.2021
REVISION:	
NO.	DESCRIPTION

DRAWN BY: **Author**

SCALE:

DRAWING NO.:

SP1.2

PLANNED BY: CHLOE'S PATH HOUSING
 ARCHITECT: CATALYST ARCHITECTURE INTERIORS
 DATE: 06/16/2021

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VIEW #3 - PERSPECTIVE VIEW FROM SISSON ROAD AT FIRE/POLICE STATION



VIEW #4 PERSPECTIVE VIEW FROM PARKING

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 200 WILLOW STREET, SUITE A HARWICH, MA 02645
 P. 508-508-0332 WWW.CATALYSTARCHITECT.COM

CHLOE'S PATH HOUSING
 HARWICH, MA 02645

CONCEPTUAL
 PERSPECTIVE
 VIEWS

DATE ISSUED:	06.14.2021
REVISION:	
NO.	DESCRIPTION DATE

DRAWN BY: Author

SCALE:

DRAWING NO.:

SP1.3

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VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: There is open space & wetland areas around roughly 50% of the project. The fire/police station is a direct abutter and there are several homes which front on Sisson Road which the project backs up to. Across from the project entrance leads to the Harwich Cultural Center and the Harwich Elementary Street.

2. What is the prevailing zoning in the surrounding neighborhood?
Residential Zoning as well as Municipal Usage

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
The street has a mix of residential and municipal uses. The apartment buildings, given their specific location will be barely visible from the street and will blend seamlessly into the neighborhood.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
Adjacent to Fire & Police Station, Cultural Center and Elementary School are walking distance. Municipal Offices, Parks, Churches and shops are all within 1 mile of the site.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
The site allows for concentrated development which is close proximity to the Harwich center which has shops, restaurants, town offices and churches.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
There is no public transit in the area.

214 MA-124



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

INSTALLED ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING RIGHT (NORTH EAST) ON SISSON ROAD
FROM ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING LEFT (SOUTHWEST) ON SISSON ROAD
FROM ACCESS DRIVE



Harwich, Massachusetts

Image capture: Nov 2019 © 2021 Google



Street View

ADJACENT PUBLIC SAFETY BUILDING



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

HARWICH CULTURAL CENTER, ACROSS
SISSON ROAD

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: There are no direct public funds being used to fund the development. There will be a sizable amount of developer equity as well as borrowed funds from a Lending institution.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Letter of Credit from Construction Lender.



Chloe's Path Apartments
Sisson Road, Harwich, MA

Preliminary Construction Budget & Pro Forma

96 Units

Development Items:	Total Costs	Per Unit
Land Value	\$ 3,072,000	\$32,000
Hard Costs:		
General Conditions	\$ 1,500,000	\$15,625
Insurance	\$ 150,000	\$1,563
Bonding	\$ 150,000	\$1,563
Construction Mgt Fees	\$ 850,000	\$8,854
Site Preparation	\$ 1,400,000	\$14,583
Wastewater Treatment	\$ 1,200,000	\$12,500
Building Construction	\$ 14,674,770	\$152,862
Contingency	\$ 863,739	\$8,997
Hard Construction Costs	\$ 20,788,509	\$216,547
Soft Costs:		
Water Connection Fees	\$ 240,000	\$2,500
Municipal/State/40B Fees	\$ 75,000	\$781
Blding Permits	\$ 311,828	\$3,248
Architectural	\$ 200,000	\$2,083
Engineering & Survey	\$ 200,000	\$2,083
Legal	\$ 125,000	\$1,302
Construction Loan Interest	\$ 650,000	\$6,771
Financing/Application Fees	\$ 100,000	\$1,042
Mitigation	\$ 75,000	\$781
Consulting Fees	\$ 100,000	\$1,042
Lottery	\$ 36,000	\$375
Marketing/Commissions	\$ 125,000	\$1,302
Accounting Cost Certification	\$ 40,000	\$417
Development Fee	\$ 1,150,000	\$11,979
Soft Contingency	5% \$ 171,391	\$1,785
Total Soft Costs	\$ 3,599,219	\$37,492
Total Development Costs (TDC)	\$ 27,459,728	\$286,039

Annual Rents (See Unit Designatons)	\$	2,419,654		
Less 5% Vacancy	\$	120,983		
Plus Add'l Revenue (pets, parking, etc)	\$	36,295		
Operating Revenue	\$	2,334,966		
Operating Expenses				
RE Taxes - Residential	\$	177,115	75% of TDC @ Tax Rate	\$ 8.60
Insurance	\$	35,040	\$	365 per unit/year
Utilities	\$	24,000	\$	250 per unit/year
Water & Sewer	\$	48,000	\$	500 per unit/year
Maintenance	\$	180,000	\$	1,875 per unit/year
General & Administration	\$	172,800	\$	1,800 per unit/year
Reserves	\$	24,000	\$	250 per unit/year
Total Operating Expenses	\$	660,955	\$	6,884.95 per unit/year
Net Operating Income	\$	1,674,011		
Interest Expense	\$	1,190,999	75 %TDC Debt/4.00% / 30 yr AMORT	
NET OPERATING PROFIT	\$	483,012	7.04% Return on Equity	

**CHLOE's PATH APARTMENTS
UNIT DESIGNATION REPORT**

<u>Affordable Units</u>	<u>Building</u>	<u>Floor</u>	<u>Unit Number</u>	<u>Bedrooms</u>	<u>Square Feet</u>
X	A	1	101	3	1,340
	A	1	102	3	1,530
X	A	1	103	2	1,060
	A	1	104	2	1,060
X	A	1	105	1	685
	A	1	106	1	830
	A	1	107	2	1,060
X	A	1	108	1	685
	A	1	109	1	863
	A	1	110	1	863
	A	1	111	1	685
	A	1	112	2	1,040
	A	1	113	1	765
X	A	1	114	1	685
X	A	2	201	2	1,040
	A	2	202	3	1,340
	A	2	203	3	1,530
	A	2	204	2	1,060
X	A	2	205	2	1,060
	A	2	206	1	685
	A	2	207	1	830
	A	2	208	2	1,060
	A	2	209	1	685
	A	2	210	1	863
	A	2	211	1	863
X	A	2	212	1	685
	A	2	213	2	1,040
	A	2	214	1	863
	A	2	215	1	685
X	A	2	216	1	685
	A	2	217	1	685
	A	3	301	2	1,040
	A	3	302	3	1,340
	A	3	303	3	1,530
X	A	3	304	2	1,060
	A	3	305	2	1,060
	A	3	306	1	685
	A	3	307	1	830
	A	3	308	2	1,060
X	A	3	309	1	685
	A	3	310	1	863
	A	3	311	1	863
	A	3	312	1	685
	A	3	313	2	1,040
	A	3	314	1	863
	A	3	315	1	685

	A	3	316	1	685
X	A	3	317	1	685
	A	1	101	3	1,340
X	A	1	102	3	1,530
X	A	1	103	2	1,060
	A	1	104	2	1,060
X	A	1	105	1	685
	A	1	106	1	830
	A	1	107	2	1,060
X	A	1	108	1	685
	A	1	109	1	863
	A	1	110	1	863
	A	1	111	1	685
	A	1	112	2	1,040
	A	1	113	1	765
X	A	1	114	1	685
X	A	2	201	2	1,040
	A	2	202	3	1,340
	A	2	203	3	1,530
	A	2	204	2	1,060
X	A	2	205	2	1,060
	A	2	206	1	685
	A	2	207	1	830
	A	2	208	2	1,060
	A	2	209	1	685
	A	2	210	1	863
	A	2	211	1	863



June 30, 2021

To Whom It Concern:

RE: Brian Bush
Chloes Path Apartments
Sisson Road
Harwich, MA 02645

Enterprise Bank has a longstanding and exemplary banking relationship with Mr. Bush. The Bank has provided numerous credit facilities to the subject including commercial, construction and residential loans. Mr. Bush is a valued customer of Enterprise Bank.

The Bank will continue to finance future projects for Mr. Bush subject to the Bank's normal loan underwriting and credit approval guidelines. We have reviewed the plans and information for the proposed 96-unit development at Sisson Road in Harwich, MA. We find the project to be feasible and have an interest in providing funding for the project.

Any questions regarding the above may be directed to the undersigned at (978)656-5516 or brian.bullock@ebtc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Bullock', with a horizontal line extending to the right.

Brian H. Bullock
Chief Commercial Lender
Executive Vice President

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>24</u>	_____	_____	<u>24</u>
Number of market units	<u>72</u>	_____	_____	<u>72</u>
Total by phase	<u>96</u>	_____	_____	<u>96</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>07/22</u>	_____	_____	_____
Construction start	<u>08/22</u>	_____	_____	_____
Marketing start – affordable units	<u>1/23</u>	_____	_____	_____
Marketing start – market units	<u>1/23</u>	_____	_____	_____
Construction completed	<u>10/23</u>	_____	_____	_____
Initial occupancy	<u>11/23</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.



your resource for Affordable Housing



**Chloe's Path Apartments
Harwich, Massachusetts
Cape Cod**

**Marketing and Outreach Plan
Lottery Plan**

Introduction

Chloe's Apartments is a proposed residential community to consist of 96 rental apartment homes in Harwich, MA which shall provide 24 affordable one, two & three bedroom homes to the areas affordable renters. The project is located on approximately 13 acres and will include 2 residential buildings with garage and surface level parking. The marketing program and minority outreach for Chloe's Apartments will be throughout the Cape Cod region to households in need of quality, affordable housing.

The apartment homes will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) and the Local Initiative Program (LIP). These apartment homes will be distributed in one lottery through two lottery pools: Local Preference Pool and Open Pool. The apartment homes will be made available to eligible applicants earning up to 80% of the Barnstable MSA median income, adjusted for household size.

The objective of the marketing program is to identify a sufficient pool of applicants for the available apartment homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pools. This will enable us to quickly determine who would have the first opportunity to lease an upcoming home.

Potential tenants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

What follows is a list of activities and materials we intend to utilize to assist in the projects affordable marketing, processing of the applicants and our attempts to reach out to the Barnstable MSA Area and area minority populations.

General Information

Chloe's Apartments is to be a newly constructed residential community of 96 apartments. These apartments will be located in 2 buildings with 48 apartments per 3 story building. Each building will have an elevator. Each building will contain approximately 12 affordable apartments and those homes will be a mix of one, two & three bedroom homes. The apartment homes will range in size from 685 square feet for a one bedroom home to approximately 1,340 square feet for a three bedroom home. The community will offer lounge areas within the buildings for residents, bike storage and walking paths for residents. The homes will feature stainless appliances, solid surface countertops and in-unit washer and dryers. These will all be smoke free buildings. Each unit (market & Affordable) will have one parking space located in the secured lower level parking garages and there will additional parking for resident usage. The projected unit mix and sizes are as follows (See Attached Unit Listings):

Home Type	Square Feet Per Home	Market #/Type	Affordable #/Type
One Bedroom	685-863	43	15
Two Bedroom	1040 - 1060	21	7
Three Bedroom	1340-1530	8	2

The 24 affordable homes will be distributed, by lottery, to households who meets the eligibility requirements and income requirements at or below 80% of the area median income, for the Barnstable MSA, adjusted for Household size. The following rents were determined using the 2021 income limits and utility allowances from Housing Assistance Corporation (See Attached Rent Sheet). Final rents will be determined prior to the lottery.

80% of Median

Barnstable MSA	Household Size	80% of Adjusted Median Family Income	Monthly Income	Max Rent (30% of monthly income)	Utility Allowance	Final Rent
One Bedroom	2	\$62,200	\$5,183	\$1,555	\$192	\$1,363
Two Bedroom	3	\$70,000	\$5,833	\$1,750	\$239	\$1,511
Three Bedroom	4	\$77,750	\$6,479	\$1,944	\$285	\$1,659

Tenants are responsible for their electric and heating bills. Water and Sewer will be provided by the Landlord.

Chloe’s Apartments will be sponsoring an application process and lottery to rank the eligible program applicants and have hired MCO Housing Services, LLC as their lottery agent to oversee the process. MCO Housing Services, LLC of Harvard, MA, has been providing Lottery Services to area developers for over 20 years.

Marketing and Outreach Plan

Harwich is located on Cape Cod, approximately 84 miles southeast of Boston. Harwich is approximately 28 miles from the Cape Cod Canal. The site is extremely well located, being less 1 mile from the center of Harwich and relatively close to beaches and Route 6 & 28 providing easy access to the rest of Cape Cod.

Application availability and a public information meeting will be announced, with a minimum of two ads over a 60 day period, in the Cape Cod Chronicle/Harwich News and the Cape Cod Times. We will also work closely with the newspapers to have an article placed to ensure awareness of the project and the available affordable housing opportunities. Placement on the town website and cable channel will be pursued, along with emails to all town and school employees.

Minority outreach will be conducted through the Bay State Banner and El Mundo. A mailing will be sent to local social service and public organizations. A listing on www.massaccesshousingregistry.org and the MetroList websites will also announce the lottery and application availability.

MCO Housing Services will post Chloe’s Apartments lottery information and application on line at www.mcohousingservices.com which will be available for immediate download by applicants. MCO Housing



Services, LLC will also send an email blast to our email list making all aware of the availabilities at Chloe's Apartments. The email list at MCO Housing Services currently consist of over 14,000 individuals and families seeking affordable housing opportunities. Applications can be requested through MCO Housing Services, LLC by phone, in person or by email. Applications will also be available locally for pick up at the Harwich Town Hall (Town Clerks Office), The Chloe's Apartments Leasing Office and the Harwich Public Library. MCO Housing Services, LLC can be reached at:

MCO Housing Services, LLC
 206 Ayer Road
 P.O. Box 372
 Harvard, MA 01451
 (978) 456-8388
 FAX: (978) 456-8986
 lotteryinfo@mcohousingservices.com

A Public Information Meeting will be held via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. A confirmation letter or email will be sent to each eligible applicant with their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicant's privacy.

Eligibility Criteria

1. Income can not exceed the following maximum allowable income guidelines, adjusted for household size, as follows:

Household Size	1	2	3	4	5	6
Up to 80% Max Gross Income Limits	\$54,450	\$62,200	\$70,000	\$77,750	\$84,000	\$90,200

This assumes a household size of 1-6 people. These income limits are subject to change by DHCD.

2. When Applicant assets total \$5,000 or less, the actual interest/dividend income received is to be included in the annual income. When assets exceed \$5,000, annual income is to include the greater of actual income from assets or a .06% of assets imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.

3. Potential tenants may not own another home, including a home which may be in a Trust. The affordable unit must be their principal, full-time residence.

The lottery application is used to determine income eligibility so applicants have an opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to go through the leasing process as determined by the Leasing Agent and property developer. This process may include credit screening, CORI, minimum income requirements and landlord reference checks. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit. The Leasing Office approval will be conducted after the lottery.

Each affordable tenant will need to have their income reviewed annually to maintain the affordable residence. Approximately 60 - 120 days before lease renewal, current affordable residents will need to provide updated financial documentation for Re-certification for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of median income, adjusted for household size. Once household income exceeds 140% of the maximum allowable income, adjusted for household size, the tenant will no longer be an income-eligible tenant and will have the option of paying market rent or moving out at end of lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in upon receipt and the review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and those applicants will be notified after the application deadline.

The distribution of affordable homes will be based upon household size preferences criteria established by DHCD. Specifically, the unit size you can request will be based upon the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) above shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health. The lottery agent must receive reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorces or separation has begun or has been finalized, as set forth in the application.

There will be a percentage of handicapped accessible (Group IIA) units at the property. Since the buildings have elevators, all apartment homes are considered to handicapped adaptable (Group I). Disabled applicants may request reasonable accommodations or modifications of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

Lottery Process

Due to the nature of the affordable units' availability it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size and that program requirements are subject to changes in local, state or federal regulations. As has been mentioned, the final rents and maximum income will be established prior to the lottery.

There will be a total of 24 apartment homes being distributed at Chloe's Apartments which will be completed over an estimated 8 month time frame. These homes will be distributed by lottery through 2 pools – the local pool and the open pool. Up to 17 of the homes will be available to people qualifying for local preference in Bellingham. To qualify for local preference an applicant must meet one of the following criteria:

- Current Harwich Resident
- Employed by the Town of Harwich or the Harwich Public Schools
- Employee working in the Town of Harwich or with a bonafide offer of employment with a company located in Harwich.
- Parents of children attending the Harwich Public Schools

An applicant's proof of local preference will be required with the application submittal and will be verified by the Town if they have an opportunity to lease an apartment home. All applicants (including local applicants) will be included in the Open Pool.

The distribution of the 24 available apartment homes, by appropriate pool will be as follows:

<u>Building 1</u>	<u>Unit Type</u>	<u>Local Pool</u>	<u>Open Pool</u>	
	One Bedroom	11	4	
	Two Bedroom	5	2	
	Three Bedroom	1	1	
TOTALS		17	7	24

All applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of the homes. Homes will be distributed first to households based upon their required number of bedrooms.

Once the lottery rankings have been determined and your income has been certified by MCO Housing Services, LLC your information will be forwarded to the Leasing Office for their credit and background checks. If the Leasing Office determines you are eligible, you will then be offered a specific unit.

If either the leasing office or MCO Housing Services, LLC determines you do not meet their eligibility criteria at that time, you will not be able to lease a unit.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will act as Monitoring Agent in determining applicants' income eligibility. The annual tenant re-certification will also be conducted by MCO Housing Services, LLC.

Waiting Lists, Re-Marketing or Continuous Marketing

Although owner/management agent standards for waiting lists or re-marketing the community to affordable prospects to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the wait list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants needed to fill the previous year's vacancies. The specific guidelines from DHCD for these policies are included below.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. "First Come, First Served"

A "first-come, first-serve" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing

the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.

c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

Unit Turnover

The affordable and accessible units will be listed on the MassAccess website upon turnover.

Summary

This outreach program will ensure residents from Bellingham and the surrounding communities will be notified of the available opportunities at Chloe's Apartments and will ensure for the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Harwich to incorporate local requests and ideas.

As authorized representatives of Chloe's Apartments/ Kemah Apartments, LLC and MCO Housing Services, LLC, respectively each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval dates. Further, by signing this form, Chloe's Apartments/ Kemah Apartments, LLC agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonable related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

Brian Bush
Chloe's Apartments/ Kemah Apartments, LLC

DATE

Maureen O'Hagan
MCO Housing Services, LLC

DATE

Chloe's Path Apartments

LOTTERY APPLICATION

Application Deadline: TBD

For Office Use Only:

Date Appl. Rcvd: _____

Household Size: _____

Lottery Code: _____

Local: Yes/No

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Cell: _____ Work Telephone: _____

Email: _____

Have you ever owned a home? ___ If so, when did you sell it? ___

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Harwich Resident
- Currently employed by the Town of Harwich or the Harwich School Department
- Employees of local Harwich businesses or with an offer of bonavide employment from a company located in the Town of Harwich
- Household with children attending the Harwich School System

Do you have a Section 8 voucher (the units are **NOT** subsidized or income based): ___ Yes ___ No

Bedroom Size: ___ One Bedroom; ___ Two Bedroom; ___ Three Bedroom

Are you disabled: ___ Yes ___ No

Do you require a wheelchair accessible unit? ___ Yes ___ No

Do you require any adaptations or special accommodations? ___ Yes ___ No

Please explain: _____

The total household size is: _____

Household Composition (including applicant(s))

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____



FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____

TOTAL MONTHLY INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking (avg balance for 3 months) _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____

TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Non-Minority	_____	_____	_____
Black or African American	_____	_____	_____
Hispanic or Latino	_____	_____	_____
Asian	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Native Hawaiian or Pacific Islander	_____	_____	_____



SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable unit at Chloe's Path Apartments. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____
Applicant(s)

Date: _____

Signature _____
Co-Applicant(s)

Date: _____

See page XX for return information.



Chloe's Path Apartments

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at **Chloe's Path Apartments** through the Mass Department of Housing and Community Development (DHCD) in Harwich, MA:

1. The gross annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4	5	6
Max Gross Allowable Income	\$54,540	\$62,200	\$70,000	\$77,750	\$84,000	\$90,200

Income from all family members must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility. Assets \$5,000 or less the actual interest/dividends earned will be added to a household's income in determining eligibility.
3. The household size listed on the application form includes only and all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified and additional financial information may be required, verified and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we will be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to lease an affordable unit at Newburyport Crossing.
7. Program requirements are established by DHCD and are enforced by DHCD. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
8. I/We certify that no member of our family has a financial interest in Chloe's Path Apartment.
9. I/We understand there may be differences between the market and affordable units and accept those differences.
10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.



I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at Chloe's Path Apartments. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each that are applicable, and provide the documents, or write N/A if not applicable and return this sheet with your application.

1. _____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
2. _____ One form of identification for all household members, i.e. birth certificates, driver's license, etc.
3. _____ If you qualify for the Local Preference Pool, provide a copy of utility bills, voter registration etc.
4. _____ If you require a Special Accommodation you must request as part of your application and documentation is required, i.e. doctors letter, it MUST be included with the application.
5. _____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the past 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, bi-weekly or monthly.
6. _____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
7. _____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support. See attached form.



8. _____ If you are self-employed you MUST provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.

9. _____ Federal Tax Returns – 2020 if completed. (NO STATE TAX RETURNS)

- **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.
- **NOTE:** If you did not submit a tax return for the 2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on irs.gov.
- **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on irs.gov.

10. _____ W2 and/or 1099-R Forms: 2020

11. _____ Interest, dividends and other net income of any kind from real or personal property.

12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:
_____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE - FRONT AND BACK.

- **NOTE:** If you have cash deposits or non payroll or income deposits you MUST identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.
- **NOTE:** Do NOT provide a running transaction list of activity. You must provide the individual statements.

_____ Pre-paid debit card statements – current month.

- **NOTE:** This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.
- **NOTE:** If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.

_____ Saving accounts – last three months of full statements

_____ Revocable trusts

_____ Equity in rental property or other capital investments

_____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds and Money Market Accounts including all individual retirement accounts, 401K, Keogh accounts and Retirement and Pension funds.

_____ Cash value of Whole Life or Universal Life Insurance Policy.

_____ Personal Property held as an investment

_____ Lump-sum receipts or one-time receipts



- 13. ____ Proof of student status for dependent household members over age of 18 and full-time students. Letter from High School or College providing student status, full time or part time for current or next semester.
- 14. ____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.
- 15. ____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery.

We understand that in such an event we will be notified after the application deadline that our application is incomplete.

We also acknowledge that MCO Housing Services, LLC will not make any changes to our application, before the deadline date.

Print Applicants Name(s): _____

Applicants Signature	DATE	Co-Applicants Signature	DATE
----------------------	------	-------------------------	------

See page XX for return information.



Chloe's Path Apartments
Harwich, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information. I/We direct any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees and consequently the Projects Administrator, for the purpose of determining income eligibility for Chloe's Path Apartments in Harwich, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application
2. Signed and dated Affidavit and Disclosure Form
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form
4. All required financial and other documentation
5. Complete, signed and dated *Release of Information Authorization Form*
6. Proof of Local Preference
7. Documentation for Special Accommodations
8. Identification for all household members

RETURN ALL, postmarked on or before the TBD application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451

Overnight mailing address: 206 Ayer Road, Suite 5, Harvard, MA 01451

Phone: 978-456-8388

FAX: 978-456-8986

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, you must go into the Post Office and have them date stamp and mail. We are advised mail from collection boxes are often sent to the central sorting facility which only use bar codes and may not date stamp your mail. This will not allow to verify you have met the time deadline. *If we receive an application after the deadline with only a barcode, it will be counted as a late application and will not be included in the lottery.*





FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$89,300	Very Low (50%) Income Limits (\$) Explanation	34,050	38,900	43,750	48,600	52,500	56,400	60,300	64,200
		Extremely Low Income Limits (\$)* Explanation	20,450	23,350	26,250	29,150	31,500	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Explanation	54,450	62,200	70,000	77,750	84,000	90,200	96,450	102,650

NOTE: Harwich town is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the **Barnstable Town, MA MSA**.

The **Barnstable Town, MA MSA** contains the following areas:

BARNSTABLE COUNTY, MA TOWNS OF Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; Yarmouth town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality Housing Assistance Corp.	Unit Type Multi	Date (mm/dd/yyyy) 12/1/19
---	---------------------------	-------------------------------------

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	43	49	55	62	68	74
	b. Bottle Gas	72	85	98	112	126	140
	c. Oil / Electric	57/47	66/54	77/71	88/87	99/103	110/120
	d. Coal / Other						
Cooking	a. Natural Gas	4	5	7	9	12	14
	b. Bottle Gas	8	10	14	19	23	27
	c. Oil / Electric	10	12	17	22	27	32
	d. Coal / Other						
Other Electric	37	44	61	78	95	112	
Air Conditioning							
Water Heating	a. Natural Gas	10	12	17	23	28	33
	b. Bottle Gas	20	24	34	45	56	66
	c. Oil / Electric	16/25	19/30	27/38	35/46	44/55	52/63
	d. Coal / Other						
Water	48	50	62	81	99	118	
Sewer							
Trash Collection	14	14	14/14	14	14	14	
Range/Microwave							
Refrigerator	52	52	52	52	52	52	
Other - specify TOTALS		\$ 192	\$ 239	\$ 285			

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	per month cost
Name of Family _____ Address of Unit _____ Number of Bedrooms _____		Heating	\$ _____
		Cooking	_____
		Other Electric	_____
		Air Conditioning	_____
		Water Heating	_____
		Water	_____
		Sewer	_____
		Trash Collection	_____
		Range/Microwave	_____
		Refrigerator	_____
		Other	_____
		Total	\$ _____



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2021 Income Limits

PROPERTY: Sisson Road Apartments

FMR AREA: Dukes County

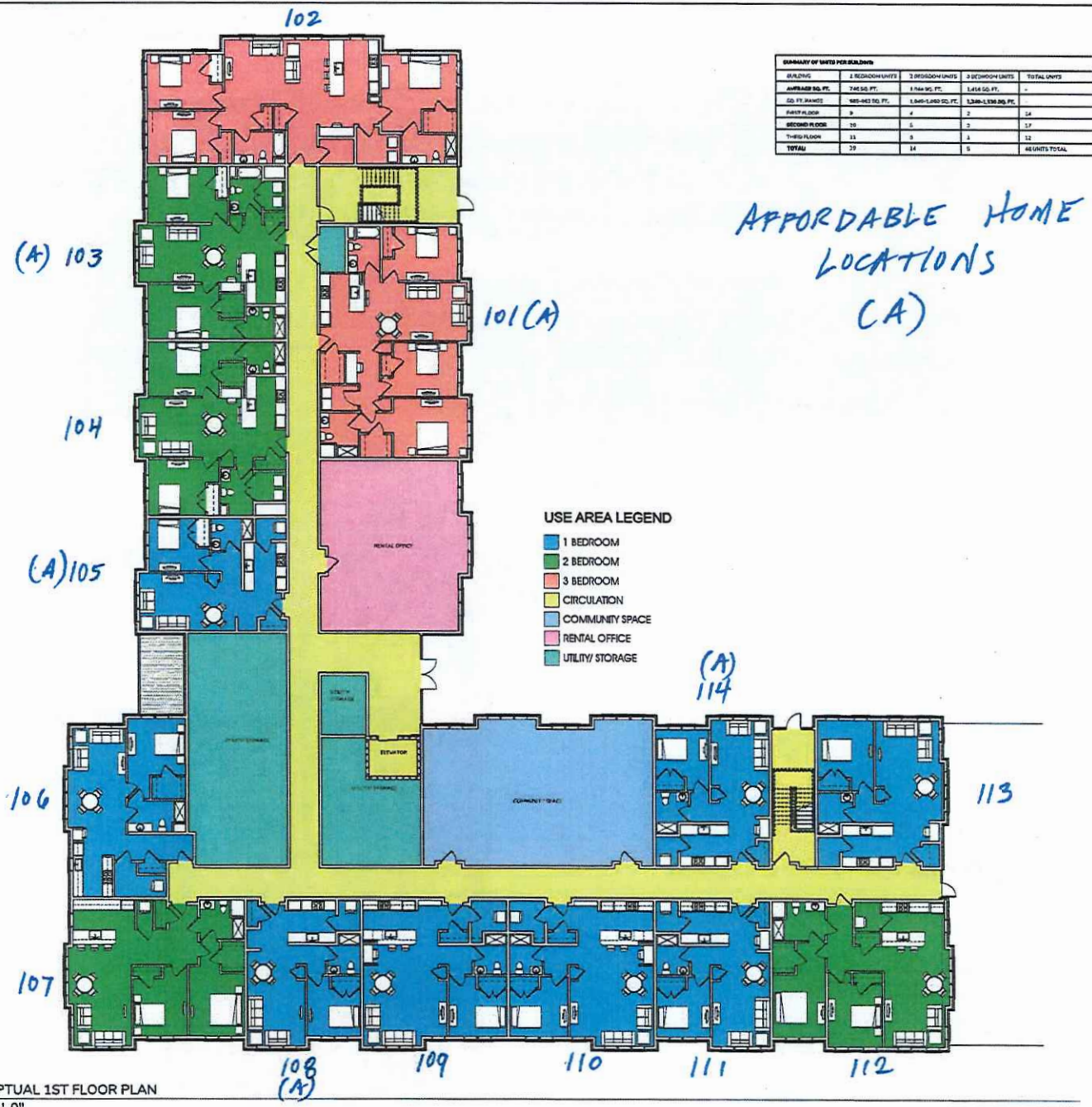
FINANCING PROGRAM: DHCD

Utility Allowance: Housing Assistance Corporation As of: 12/1/2019

* 30% of Median

Dukes County	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance*	Final Rent
1 Bedroom	2	\$62,200	\$5,183	\$1,555	\$192	\$1,363
2 Bedroom	3	\$70,000	\$5,833	\$1,750	\$239	\$1,511
3 Bedroom	4	\$77,750	\$6,479	\$1,944	\$285	\$1,659

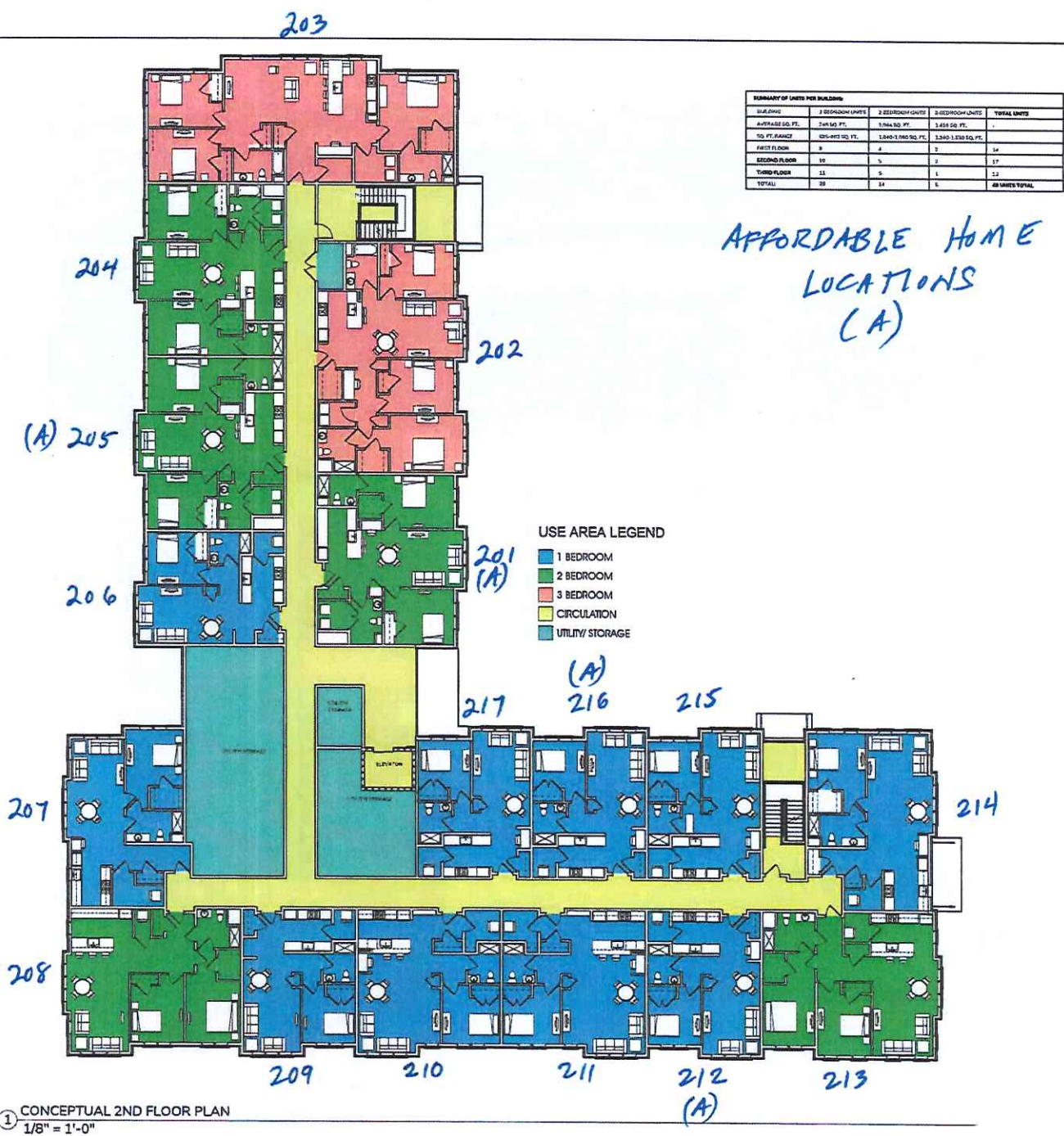
* HUD Form Attached



SUMMARY OF UNITS PER BUILDING				
BUILDING	2 BEDROOM UNITS	3 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	745 SQ. FT.	1,144 SQ. FT.	1,418 SQ. FT.	-
GD. FT. MARKET	565-662 SQ. FT.	1,048-1,080 SQ. FT.	1,330-1,356 SQ. FT.	-
FAMILY ROOM	0	4	2	6
BEDROOM	10	6	2	18
THIRD FLOOR	0	0	1	1
TOTAL	10	10	5	25 UNITS TOTAL

APPRODABLE HOME
LOCATIONS
(A)

① CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"



SUMMARY OF UNITS PER BUILDING				
BUILDING	2 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	745 SQ. FT.	1,064 SQ. FT.	1,455 SQ. FT.	
50 FT. RANGE	625-875 SQ. FT.	1,040-1,085 SQ. FT.	1,380-1,530 SQ. FT.	
FIRST FLOOR	8	4	3	15
SECOND FLOOR	10	5	3	18
THIRD FLOOR	11	5	1	17
TOTAL	29	14	7	50 UNITS TOTAL

APPRODABLE HOME
LOCATIONS
(A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

1 CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"

Catalyst
ARCHITECTURE
Where visitors feel at home
300 WILLOW STREET, SUITE 200, HARWICH, MA 02645
978.461.1111

CHLOE'S PATH HOUSING
HARWICH, MA 02645

CONCEPTUAL
2ND FLOOR
PLAN

DATE ISSUED: 06.14.2011
DRAWING: ON DATE:

DRAWN BY: Author
SCALE: As Indicated
DRAWING NO.:

SD-1.2

303

(A) 304

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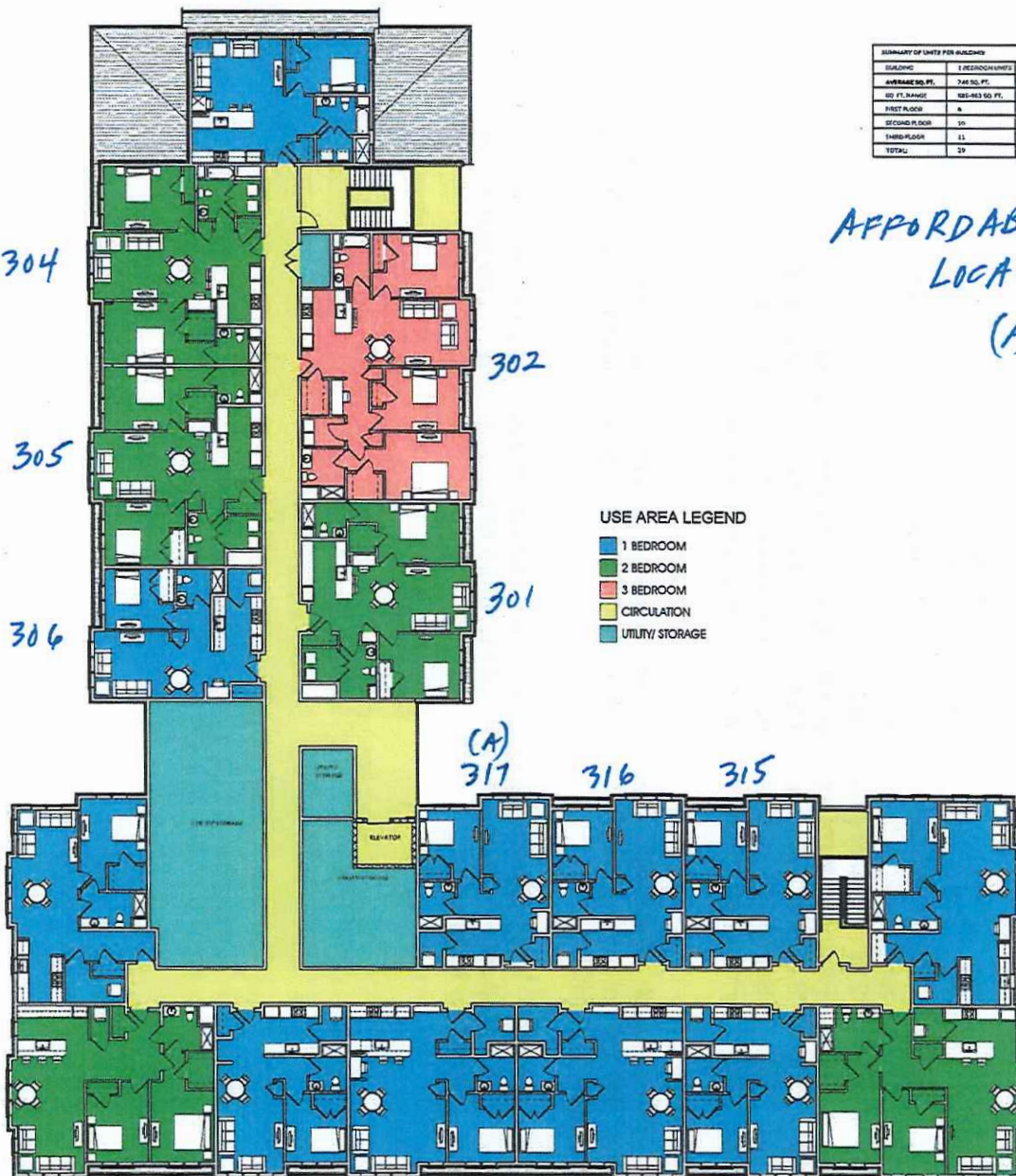
314

SUMMARY OF UNITS PER BUILDING				
SLABING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	746 SQ. FT.	1044 SQ. FT.	1415 SQ. FT.	-
SQ. FT. RANGE	582-863 SQ. FT.	1040-1190 SQ. FT.	1330-1510 SQ. FT.	-
FIRST FLOOR	6	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	27	14	5	46 UNITS TOTAL

AFFORDABLE HOME LOCATIONS (A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE



1 CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality – **See Section II**
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender - **See Section IX**
4. Map of community showing location of site - **See Section I**
5. Check payable to DHCD - **See Section I**
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
See Section XII
 - HUD Income Limits Form
 - HAC Utility Allowances
 - Affordable Rent Calculations by Bedroom Size
7. Copy of site control documentation (deed or Purchase & Sale or option agreement) - **See Section VI**
8. 21E summary (if applicable)
9. Photographs of existing building(s) and/or site - **See Section VIII**
10. Site Plan showing location of affordable units – **See Section XII**
11. Sample floor plans and/or sample elevations - **See Section VII**
12. Proposed marketing and lottery materials- **See Section XII**

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.

NOTE – The Following page is a copy of an APPROVED by Right Subdivision of the property. This is the basis of the value of the sale and can be utilized by DHCD's Appraiser.

By RIGHT Subdivision Plan APPROVED



- OWNERS OF RECORD:**
- LOUIS J. SOBANA, JR., TRUSTEE
QUINCY HOOD REALTY TRUST
DEED BOOK 27485 PAGE 10
PLAN BOOK 329, PAGE 21
ASSESSORS MAP 31, PARCEL D-4
 - ARTHUR F. DOANE, JR.
VIRGINIA DOANE
DEED BOOK 1412 PAGE 465
ASSESSORS MAP 31, PARCEL D-3
- ADJACENTS:**
- A) DANIEL CONNERY
DEED BOOK 27668 PAGE 53
ASSESSORS MAP 31 PARCEL A-1
 - B) WALTER FOOTER
DEED BOOK 12304 PAGE 312
ASSESSORS MAP 31 PARCEL A-2
 - C) GARY J. ZELCH
ELIZABETH D. ZELCH
DEED BOOK 4941 PAGE 112
ASSESSORS MAP 31 PARCEL A-3
 - D) KENNETH A. MULLOSA SOUTHWORTH
DEED BOOK 25553 PAGE 252
ASSESSORS MAP 31 PARCEL A-4
 - E) THOMAS P. CAROL THORNTON
DEED BOOK 25754 PAGE 122
ASSESSORS MAP 31 PARCEL A-5

LEGEND

WETLAND

SUBJECT	ZONING TABLE									
	RESIDENTIAL - LOW DENSITY - R1	RESIDENTIAL - MEDIUM DENSITY - R2	RESIDENTIAL - HIGH DENSITY - R3	RESIDENTIAL - SINGLE-FAMILY - R4	RESIDENTIAL - TWO-FAMILY - R5	RESIDENTIAL - THREE-FAMILY - R6	RESIDENTIAL - FOUR-FAMILY - R7	RESIDENTIAL - FIVE-FAMILY - R8	RESIDENTIAL - SIX-FAMILY - R9	RESIDENTIAL - SEVEN-FAMILY - R10
FRONTAGE FEET	150	250	350	150	150	150	150	150	150	150
LOT AREA SQ. FT.	45,000	62,500	87,500	45,000	45,000	45,000	45,000	45,000	45,000	45,000
FRONT YARD SETBACK	25 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
REAR YARD SETBACK	20 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
SIDE YARD SETBACK	5 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
MAXIMUM HEIGHT	12 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
MAXIMUM COVERAGE	70%	NA	NA	NA	NA	NA	NA	NA	NA	NA
MAXIMUM LOT AREA	30 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOT SHAPE	25	21.23	19.30	21.72	21.37	21.47	20.05	20.77	NA	NA

AREA OF NEW LAND PARCELS (L1) AND REMAINDERS OF B1:
 APPROXIMATE TOTAL AREA = 573,330 SQ. FT. OR 13.11 ACRES
 APPROXIMATE UPLAND AREA = 401,190 SQ. FT. OR 9.26 ACRES
 APPROXIMATE WETLAND AREA = 172,130 SQ. FT. OR 3.85 ACRES

NOTE: LOTS 8 THROUGH 9 CONTAIN NO WETLAND AREA THE PROPERTY LINES ARE THE EDGE OF THE WETLAND. LOT 3 CONTAINS 1.785 ACRES OF WETLAND AREA.
 TOTAL ROAD AREA = 50,187 SQ. FT. OR 1.15 ACRES
 NOTE: LOTS 8 AND 9 ARE UNDEVELOPABLE LOTS

BOARD OF HEALTH INSURANCE:
 REFER TO THE TOWN BOARD OF HEALTH FOR APPROVAL WITH THE TOWN BOARD OF HEALTH AND THE TOWN BOARD OF DEVELOPMENT, LLC.

Arthur F. Doane, Jr.
 CLERK OF THE TOWN OF HARWICH, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAY NOTICE PERIOD RECEIVED AND RECORDED OF SAID NOTICE.

Quentin F. Doane
 HARWICH TOWN CLERK

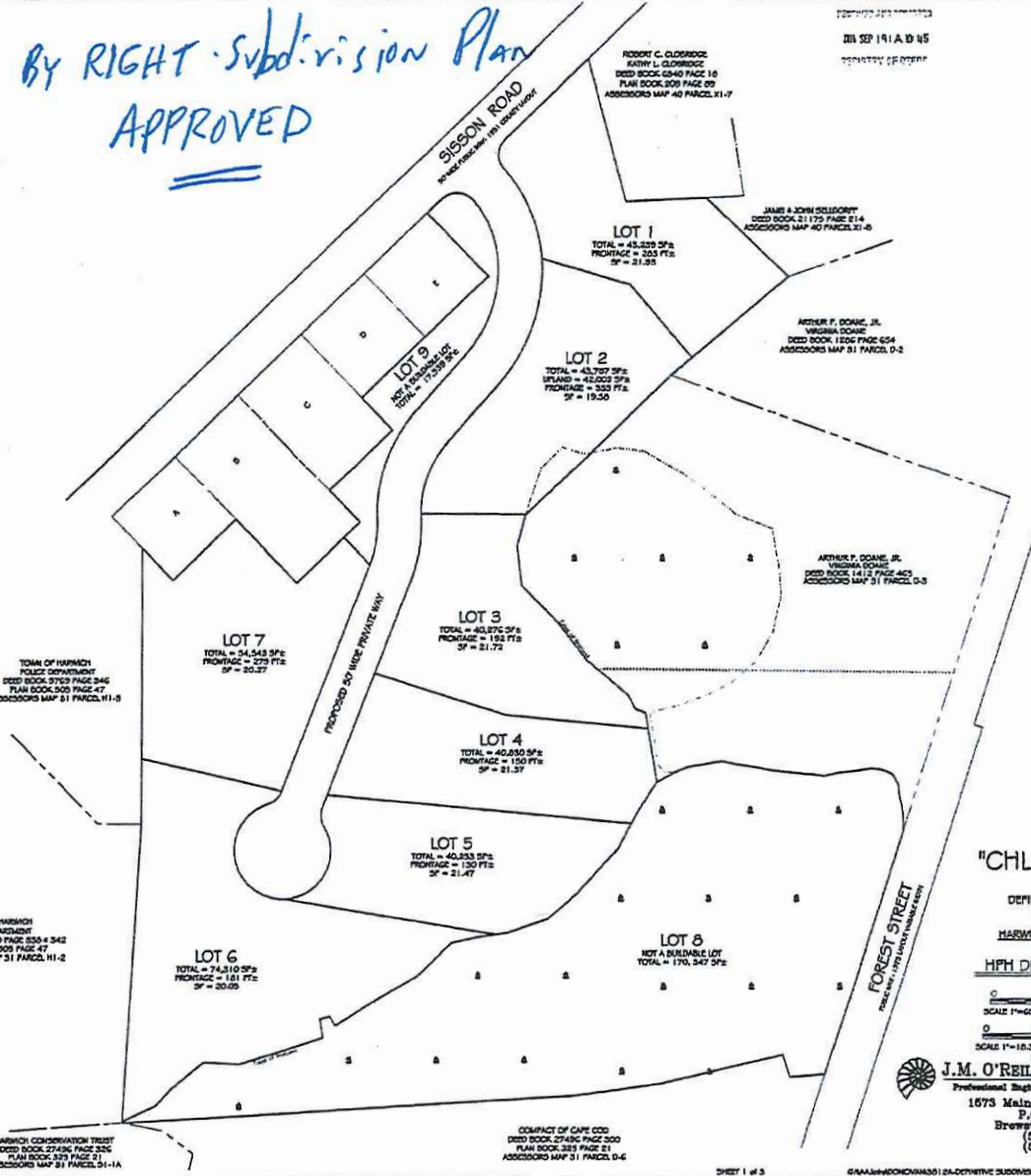
SEE COVENANT TO BE RECORDED HEREWITH
 HARWICH PLANNING BOARD

DATE: _____
Mr. [Signature]
Mr. [Signature]
Mr. [Signature]
Mr. [Signature]
Mr. [Signature]

TOWN OF HARWICH
 FIRE DEPARTMENT
 DEED BOOK 8762 PAGE 334 + 342
 PLAN BOOK 305 PAGE 47
 ASSESSORS MAP 31 PARCEL H1-2

HARWICH CONSERVATION TRUST
 DEED BOOK 27436 PAGE 326
 PLAN BOOK 329 PAGE 22
 ASSESSORS MAP 31 PARCEL 31-1A

COMPACT OF CAPE COD
 DEED BOOK 27436 PAGE 300
 PLAN BOOK 329 PAGE 22
 ASSESSORS MAP 31 PARCEL D-4



REGISTERED PROFESSIONAL SURVEYOR
 SEP 19 11 AM '15
 DEPARTMENT OF PROFESSIONAL REGULATION

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS EFFECTIVE JANUARY 1, 1976 AND AMENDED JANUARY 7, 1988.

DATE: _____
 PROFESSIONAL SEAL

PRELIMINARY PLAN
 DATE OF APPLICATION: 10-20-2015
 DATE OF APPROVAL: 11-11-2015

DEFINITIVE PLAN
 DATE OF APPLICATION: 10-20-2015
 DATE OF APPROVAL: 11-11-2015
 DATE OF SIGNING: _____

"CHLOE'S PATH"

DEFINITIVE SUBDIVISION
 PLAN OF LAND
 IN
 HARWICH, MASSACHUSETTS
 FOR
 HPH DEVELOPMENT, LLC

SCALE 1"=60'
 SCALE 1"=120'
 SCALE 1"=180 METERS

REVISION 3-7-2016
 DECEMBER 14, 2015

J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1875 Main Street - Route 6A
 P.O. Box 1773
 Brewster, MA 02631
 (508) 898-8861
 (508) 898-8862

666 20



Canton Village, Canton



Oxbow Road, Wayland

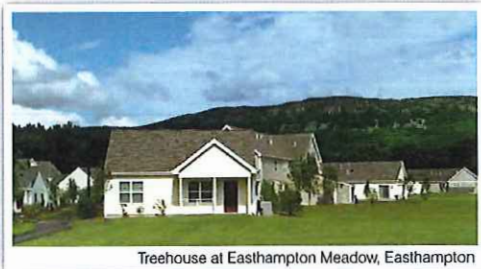
HANDBOOK: APPROACH TO CHAPTER 40B DESIGN REVIEWS



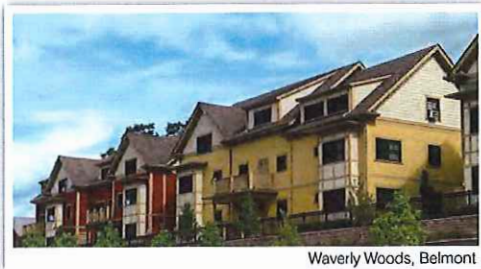
Chocksett Crossing, Sterling



Residences at Canal Bluffs, Bourne



Treehouse at Easthampton Meadow, Easthampton



Waverly Woods, Belmont

Prepared for:
Massachusetts Department of
Housing and Community Development
MassDevelopment
Mass Housing
Massachusetts Housing Partnership

Prepared by:
The Cecil Group, Inc.

January 2011

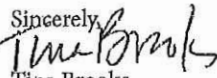
Dear Reader,

The 40B Design Handbook is a result of a collaborative process of the four Massachusetts housing agencies that are authorized to review and approve site eligibility for Chapter 40B affordable housing developments.


This handbook is a reflection of these agencies and their commitment to ensuring that 40B affordable housing developments adhere to high standards of site and building design that enhance the quality of life for residents and the communities in which they reside.

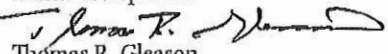
Chapter 40B has a long history of success in Massachusetts. Enacted in 1969, it is credited with having produced over 58,000 units of housing for owners and renters, seniors and families, special needs households and veterans.

This handbook strives to create a shared language and vision of well-designed housing in order to create models of success for future developments to follow. Affordable housing is an art as well as an industry and we are committed to marrying the two.

Sincerely,


Tina Brooks
Undersecretary
Massachusetts Department of Housing & Community Development


Robert L. Culver
Executive Director
MassDevelopment


Thomas R. Gleason
Executive Director
MassHousing

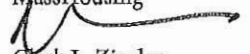

Clark L. Ziegler
Executive Director
Massachusetts Housing Partnership

TABLE OF CONTENTS

Section 1: Purpose	1
Section 2: Requirements for Design Review	3
c.40B Regulations on Design Elements.....	3
c.40B Guidelines on Design Review	4
Section 3: Design Review Recommendations	5
A. How Design Fits Into the Site Eligibility Review Process	5
B. Design Terms and Phrases Explained	6
C. Application Materials.....	15
D. Checklist Review Procedure	19
Initial Project Review: Design Elements Checklist	20
Checklist of Design Options for Integration into Existing Development Patterns	22
Attachment A: Key Design Issues	25
Attachment B: Guidelines for Reviewing Designs	27
Architectural Treatments.....	27
Modulating Building Mass, Scale and Bulk.....	27
Environmental Resources.....	28
Parking and Access.....	28
Buffering Techniques	29
Attachment C: Reference Materials and Resources	31
Subsidizing Agency Web Sites.....	31
Online Maps and Aerial Photos.....	31
Figures	
Figure 1: Building Massing and Scale.....	6
Figure 2: Elevations of Different Building Types.....	7
Figure 3: Range of Building Types	8
Figure 4: Conceptual Site Plans Over Aerials.....	9
Figure 5: Aerial Photograph - Belmont, MA.....	10
Figure 6: Development Using Topography and Vegetation as Buffer	11
Figure 7: Surrounding Context - Ground Level Perspective	12
Figure 8: Surrounding Context - Aerial Perspective.....	13
Figure 9: Elements for Consideration of Relationship to Adjacent Buildings and Streets	13
Figure 10: Settlement Patterns.....	14
Figure 11: Conceptual Site Plans.....	16
Figure 12: SketchUp Concept Plans - Use of 3D Modeling Software to Illustrate Project and Context.....	18

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Fig 4 – MHP, The Cecil Group	Fig 10 – MassGIS
Fig 5 – MassGIS	Attachment A – MHP, The Cecil Group

All other photos and images provided by The Cecil Group

Section 1:

PURPOSE

The Chapter 40B Design Principles Handbook (Handbook) was created to provide information and guidance for the design review process undertaken by the agencies subsidizing c.40B affordable housing projects in Massachusetts. Design review is necessary when evaluating new c.40B housing developments for consistency with the requirements of the c.40B regulations in terms of use, site planning and building design.

The reason for creating this Handbook is that certain changes were recently made in the Chapter 40B program regarding review criteria for the siting and design of projects. These design elements are listed in the implementing regulations found at 760 CMR 56.04(4)(b) and (c). Using a list of criteria, the sections require findings:

“that the site of the proposed Project is generally appropriate for residential development” and, “that the conceptual project design is generally appropriate for the site on which it is located”

The c.40B Guidelines prepared by the Department of Housing and Community Development further define the reasons for this Handbook in the design review process for c.40B projects, specifically to:

“...draw attention to factors that are of particular importance when introducing a Project into existing surroundings, encourage a uniform perspective among Subsidizing Agencies, and to create a more transparent review process...”

This Handbook provides some suggestions for applying these program standards and goals in the early stages of the design process. The Handbook provides information for non-designers when making findings of conformance with the review criteria and requirements for the project proposals. The Handbook includes:

- A glossary (Section 2, pg. 3 and Attachment A, pg. 25) to describe and help clarify the terms and criteria included in the regulations and guidelines, and how the terms may be applied in the design review process;
- Typical submissions (Section 2, pg. 3) that convey a sufficient level of information for the reviews; and
- A recommended process (Section 3, pg. 5) for reviewing the design criteria of projects submitted for eligibility reviews, including recommendations on the content and form of the applications.

While this handbook is intended for the Subsidizing Agencies and the individuals who perform the design reviews under the regulations, the content will also inform Project proponents submitting Projects for Site Eligibility. However, this is only a recommended approach and each of the Subsidizing Agencies will determine their specific requirements for the design review. Those not involved in the design or review processes may use this information to understand the criteria that are considered by the Subsidizing Agencies in the review process.

The Handbook intentionally does not provide specific guidance on density, typically represented as units per acre, because the acceptable density of a given housing development is site- and context-specific. This Handbook instead suggests that the site and building design, not the numerical density, determines if a development is “generally appropriate for the site.” In some instances, a proposed development may contain more units than a site can reasonably accommodate. In those instances, the reviewing subsidizing agency may reject a proposed development that it determines to be inappropriate or make a determination that results in modifications of the project by the sponsor, including a reduction in size.

c.40B Guidelines on Design Review

The c.40B Guidelines prepared by DHCD (revised as of July 30, 2008) suggest approaches for applying the regulations with some additional terms and phrases in section 3. Findings, Design (760 CMR 56.04(4)(c)):

“Relationship to Adjacent Building Typology – Generally, a Project is developed in the context of single family dwellings and introduces a different form of housing into the neighborhood. Assuming that this is the case, it is important to mitigate the height and scale of the buildings to adjoining sites. In this context, it is particularly important to consider the predominant building types, setbacks, and roof lines of the existing context.

- The massing of the Project should be modulated and/or stepped in perceived height, bulk and scale to create an appropriate transition to adjoining sites.
- Where possible, the site plan should take advantage of the natural topography and site features, or the addition of landscaping, to help buffer massing.
- Design may use architectural details, color and materials taken from the existing context as a means of addressing the perception of mass and height.

Relationship to Adjacent Streets – Likewise, the manner in which the buildings relate to adjacent streets is critically important. Massing should take into account the pattern of the existing street frontage as well as maintain a human scale by reasonably relating the height of buildings to the width of the public way.”

These elements form the criteria under which the design review process is executed. The next sections provide an approach for completing the reviews including the sequential steps for the review, further define the terms used in the process and provide the forms for consistent applications.

Section 2:

REQUIREMENTS FOR DESIGN REVIEW

Subsidizing Agencies, the primary audience for this Handbook, are responsible for determining Site Eligibility. Site Eligibility determinations are typically the first step for a c.40B Project and are completed with the issuance of a Project or Site Eligibility Letter. The Project or Site Eligibility Letter allows the Project to then be reviewed under a Comprehensive Permit process with the local zoning board of appeals.

A review of the project design is included in this step and is required to complete the Findings before determining Site Eligibility. Recommendations on the means to analyze a Project design that integrates the Project into the existing development patterns have been provided in the c.40B Regulations and Guidelines, as summarized below.

c.40B Regulations on Design Elements

The implementing regulations for the law are found in 760 CMR 56.00. Within section 56.04(4) of those regulations, entitled Findings in Determination, there are a number of terms to consider related to use and design. The relevant subsections read as follows:

“(b) that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under M.G.L. c.40A, and overlay districts adopted under M.G.L. c.40R, (such finding, with supporting reasoning, to be set forth in reasonable detail);

“(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);”

The regulations at subsection (b) frame the considerations for the choice of a site for the Project. Using this standard, the determination of consistency should be defined as a general allowance for residential development. The regulations at subsection (c) then consider the Project design which at this early stage is a ‘conceptual project design.’ The Project design elements considered here include the use (expected to be predominantly residential), the building in terms of massing, site conditions defined by topography and environmental resources, and the Project’s ‘integration into existing development patterns.’

The c.40B Guidelines that were drafted to meet the goals stated in the Introduction to this Handbook define the ‘context’ of a Project by elaborating on the relationships with adjacent buildings and streets, as described in the next sections.

Section 3:

DESIGN REVIEW RECOMMENDATIONS

The recommendations of this Handbook are for the Subsidizing Agencies to follow common approaches in the reviews to promote a consistent design review process. For this purpose we will review:

- A. How Design Fits into the Site Eligibility Review Process (pg. 5),
- B. Design Terms and Phrases Explained (pg. 6),
- C. Suggested Information, to be supplied for the review (pg. 15),
- D. Suggested Checklist Review Procedure, with checklists (pg. 19).

Each of these is further described in the following sections.

A. How Design Fits Into the Site Eligibility Review Process

The initiation of the Project/Site Eligibility process starts with an application for Site Eligibility by a Project proponent submitted to one of the Subsidizing Agencies. The content of that application is governed by the existing agency requirements.

Note that while much of the regulatory criteria may be determined from a desktop review in the office and a checklist is recommended here to ensure the design elements are addressed, a site visit is highly recommended to understanding the context of the Project site from an on-the-ground perspective.

Requests for additional design information at this time could include further descriptions of the means to address elements of the design and other supplemental information listed in the application requirements. However, detailed suggestions on design can be incorporated into the next stages of the project design process after agency review and after a comprehensive permit is issued and do not need to be fully addressed at this stage. These additional recommendations may be included in the Project Eligibility Letter.

For successful projects, issuance of the Project Eligibility Letter is followed by the local permitting phase. With successful completion of the Comprehensive Permit the Project eventually goes back to the agency which is subsidizing the construction where more detailed project plans are submitted for funding approval. So while the design of a Project is a part of the initial review, the level of detail is commensurate with the early stages of conceptual design.



Note transition created by varied rooflines and colors



Compare with above image and note the similarity of apparent scale and mass, yet buildings are separated



Note facade elements, door and window treatments, that create a human scale



Note composition of buildings on the land that are arranged with the topography and angled orientation to create private and common spaces

Figure 1 | Building Massing and Scale

B. Design Terms and Phrases Explained

This section of the handbook reviews definitions of the terms as applied in project reviews.

Affordable housing projects under c.40B often have design elements that are different from the surrounding context as described by the terms used in the regulations; e.g., use, scale. However, with careful design and consideration of the project elements in relationship to the adjacent streets and properties, the projects can better integrate with the surrounding context. Consequently, to help describe these terms, the definitions here include the context in which these terms and phrases may be applied.

The following terms are taken from the c.40B Regulations and Guidelines.

Building Massing and Scale

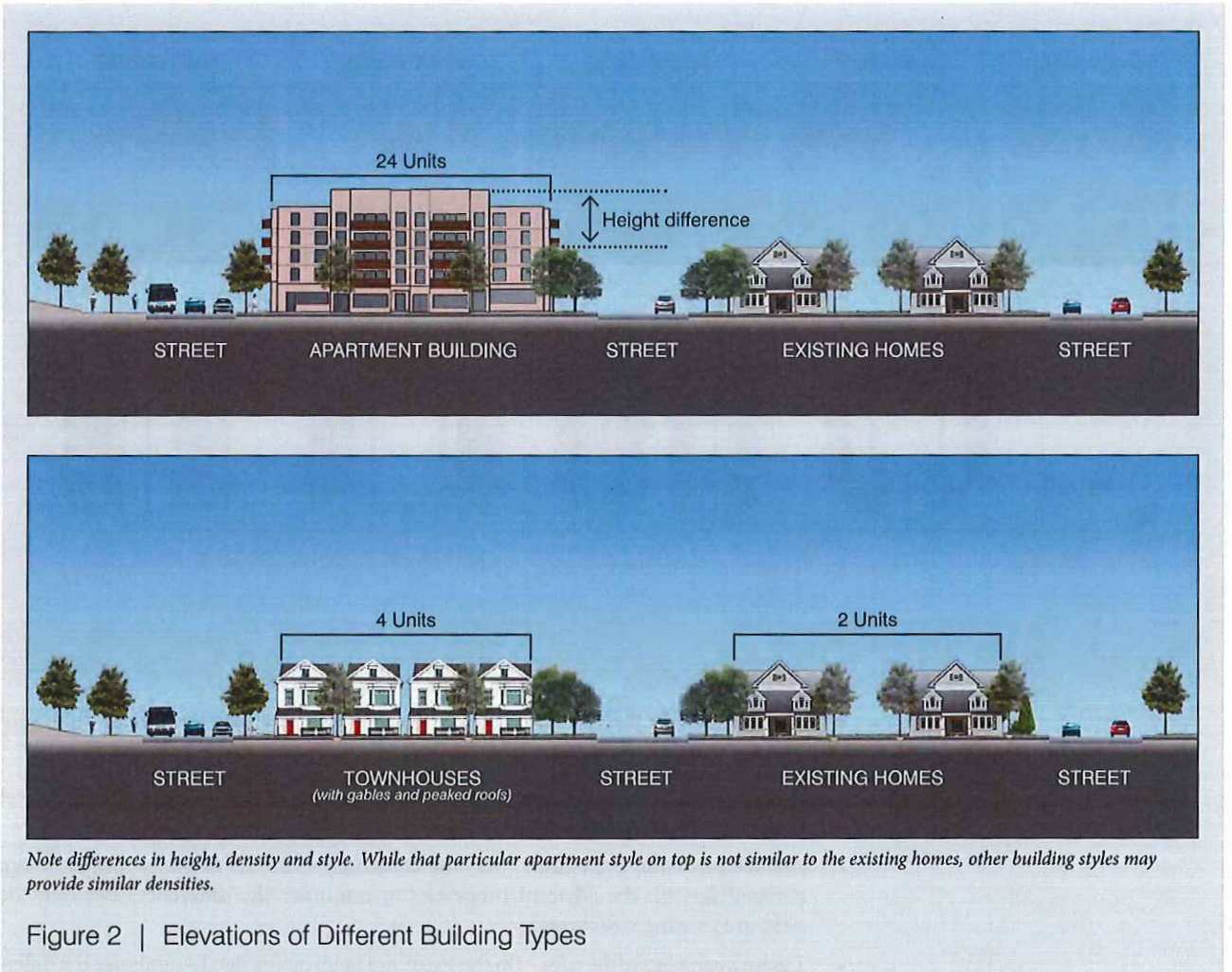
Buildings may be defined by simple dimensions of height and width, but they may also be described by the effective presence of those dimensions in terms of massing and scale.

Massing is the “organization of the building’s overall volume”. As an example, building forms providing the same volume of space may be low and wide or tall and thin. The images in Figure 1 indicate some of these variations.

Scale may be defined as the height and massing of a building and building elements and the relationship to surrounding spaces and structures. Common relationships are to the size of a human, to the context of the site, or in the relationships to adjacent buildings.

The mass and scale of a building may be reduced by altering the building’s bulk. The features that can minimize the mass and scale should be about the same size as the same features on adjacent properties. The images in Figure 1 indicate some of these features. In this way, the building’s appearance may be improved. Such features may include:

- Window shutters, corner boards and trim work around doors and windows.
- Transitions of large to small building sizes by stepping down heights and lowering roof lines, attaching storage sheds and covering entry porches and patios.
- Facades that are made more visually interesting by adding architectural bands that break up the siding or cladding.
- Using a human scale for these features so that they are related to the size of a person using the building.
- Natural forms can also be incorporated such as landscaping and land forms to add interest to the building’s surrounding areas. (see Figure 6)



Building Typology

Building typology is a classification of characteristics commonly found in buildings of similar construction. It may be defined by the building elements such as the structure of the building according to the design of the walls, columns and roofs, and other elements of the building façade such as bays, openings, and materials.

Figure 2 illustrates two different building types and how they relate to the existing development on the right. Each prototype requires different site and building configurations. Affordable housing projects typically vary from surrounding building types, but within the range of building types of buildings in the neighborhood. The image on the bottom includes a townhouse building type with sloped roofs and building separations. The image on the top suggests an apartment building that is distinctly different in form, but a more efficient use of the land.

These comparisons show how the variation in mass and scale that a chosen building typology can make. The graphic in Figure 3 shows a range of building types leading from low density to high density based on footprint, organization and height.

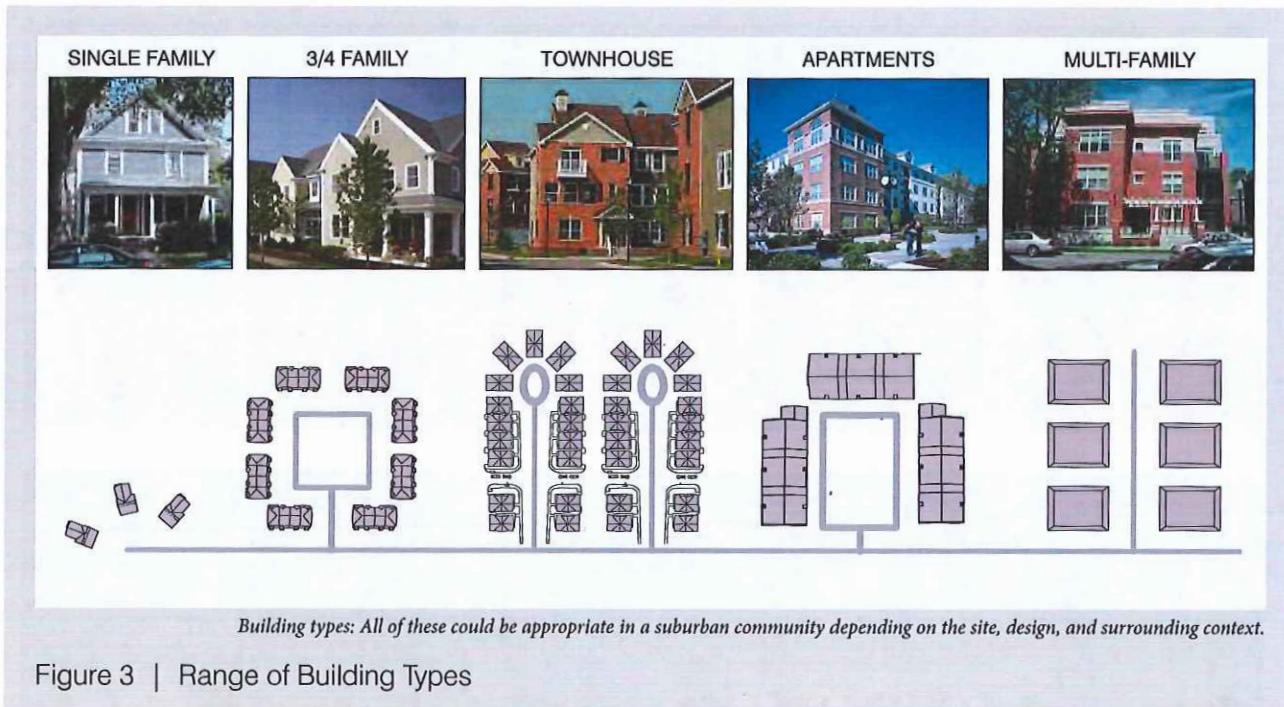


Figure 3 | Range of Building Types

Key design issues to review in the application materials and discuss with the applicant include:

- *Facade appearance and orientation* - Does the proposed design front onto the street the same way as the adjacent properties?
- *Architectural and site details* - Are the construction details of the proposed design compatible with the adjacent properties or minimize the differences between the new and existing structures?
- *Design treatments of the edge* - Do the street and landscaping details minimize the differences or buffer the transition between the different sizes, materials or orientation of the new design and adjacent properties?

See Attachment A for additional descriptions of the terms.

Conceptual Project Design

The Conceptual Project Design must sufficiently define the Project to allow decisions on the eligibility of the project for agency funding. A project's design evolves from the simple idea to detailed drawings ready for construction. In the early stages of design, concepts are developed as tests to determine the project's viability.

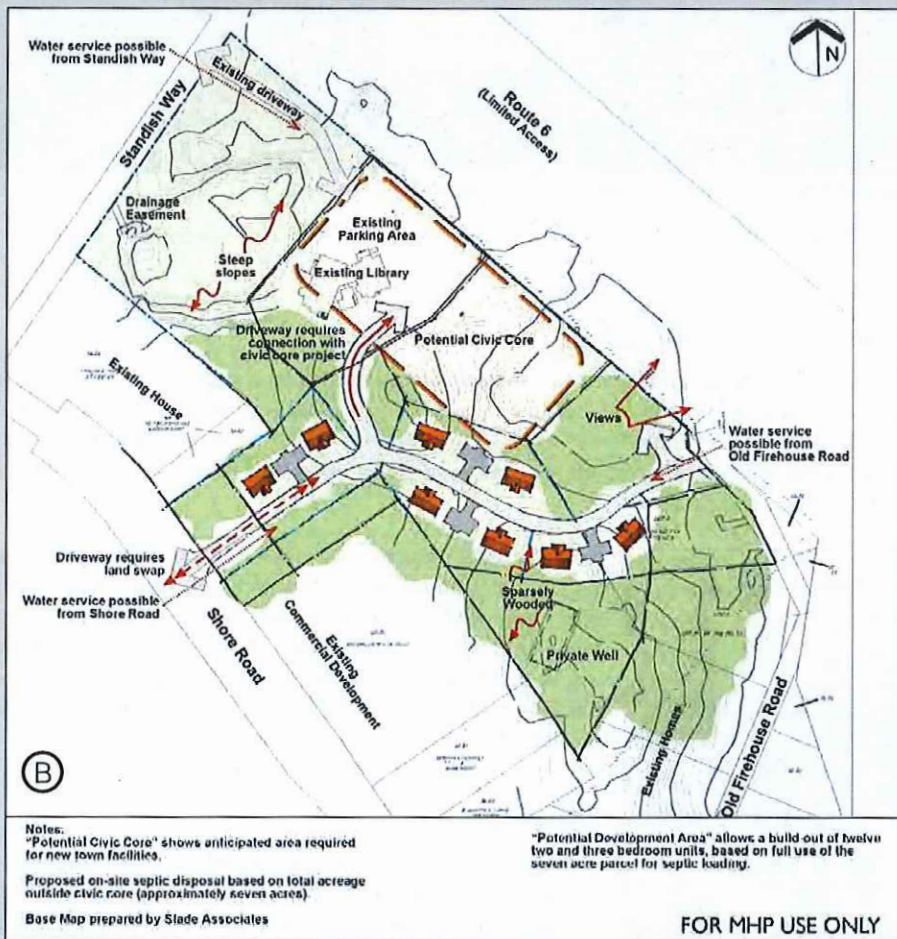
Items typically shown in a Conceptual Project Design are the buildings and site improvements where the details and information relate to the context of the site and project. The details of building's style and site design are limited but provide enough information to explain the approach.

The images of site plans in Figure 4 show ways that conceptual project designs may be illustrated. Simple conceptual plans can provide enough detail for this stage of the review, when they are properly documented.

Note that on Figure 4 in Image B, the information includes both graphics and notes to describe the proposed Project. On Image A the plan is laid on top of an aerial photo to help locate the Project and show how it may fit into the surrounding neighborhood.

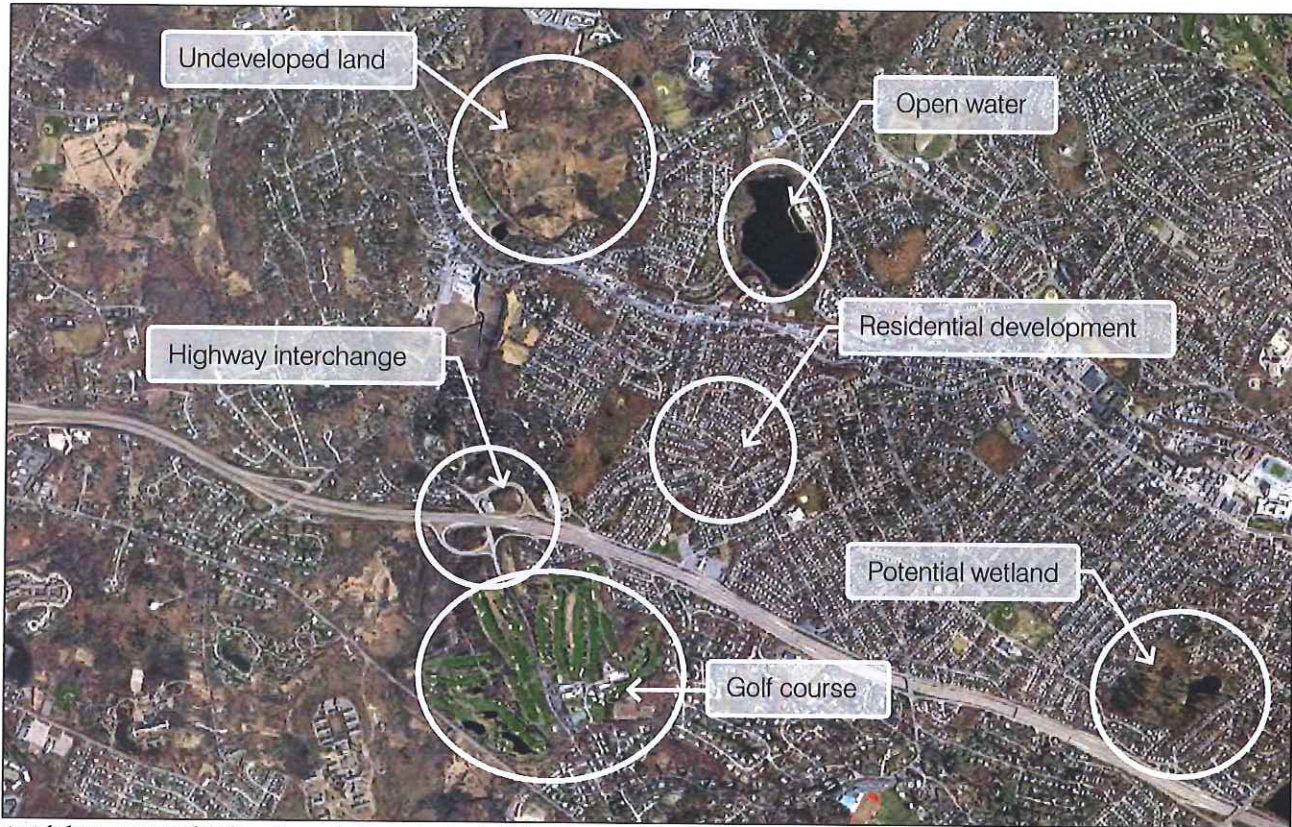


Conceptual plan shows neighborhood above and river below project area. Source: Elkus Manfredi Architects



Conceptual plan with notes and text.

Figure 4 | Conceptual Site Plans Over Aerials

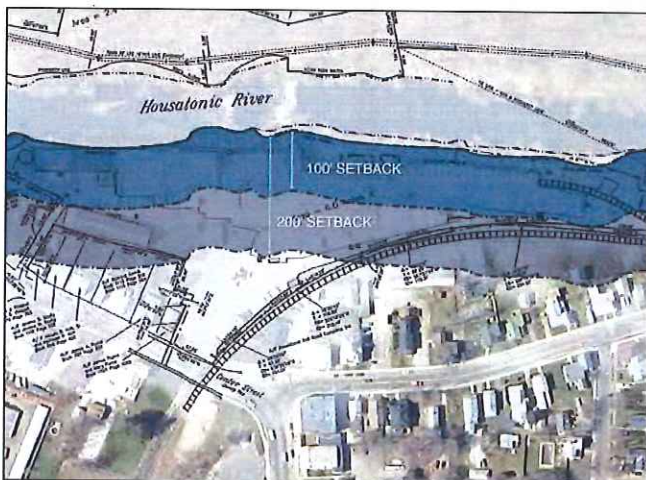


Aerial photos can provide information on land cover and potential environmental resources. Source: MassGIS

Figure 5 | Aerial Photograph - Belmont, MA

Environmental Resources

The site’s environmental resources are generally submitted on a survey or an aerial photograph. As shown in the example in Figure 5, the natural and manmade features shown in this aerial map of Belmont, MA are trees or vegetative land cover, wetlands and waterways as well as open areas and buildings. Additional information may be collected with site photographs and site visits.



Plan showing wetlands with river setbacks.

Some wetland areas are determined in accordance with state laws and regulations (see 310 CMR 10.00). The adjacent image of the regulated wetland areas may not be obvious on the site however. If there is an indication of a wetland on the site, survey, or aerial plan, ask whether such a determination has been officially made and have it shown on the submitted plans with the date of determination.

Topography

Topography is the variation in ground elevation. The topography across a site and in the adjacent areas can be both a limitation and a benefit to site development. Steep and highly varied topography may be used as desirable features of a site or may require substantial reworking of the grades to allow site improvements. Flat sites may require less for improve-

ments but may hold less visual interest and could have drainage problems. Note that site improvement and development costs increase with substantial site regrading. For example, severely steep slopes and bedrock will add significant costs if they are part of the site development plan.

In site planning, the topography must be sufficient to plan at the scale of the project. This may require a contour for every half-meter, or every two feet, to greater intervals (one meter) on larger areas or flat sites. Half-meter or two-foot contours are typical for site planning but available topography may be used in the initial project planning stage. Information on topography can be obtained from the town or city hall or may be available in the MassGIS data.

The images in Figure 6 show how topography and vegetation were used as a visual buffer and features in the Project's design development.



Vegetated mound along frontage softens visual impact of building



Vegetated drainage basin provides a different buffer

Figure 6 | Development Using Topography and Vegetation as Buffer

Surrounding context

The surrounding context is defined by the existing development patterns outside of the site. From the c.40B Guidelines, specific reference is made to adjacent building typology and adjacent streets. Assuming that the new buildings will vary from the surrounding buildings, consideration should be given to the differences in architecture and settings. The conditions of the adjacent streets may define access points that in turn affect site layouts. The location of the buildings in relation to the streets may also be a factor in the visual impact of the building, as the following images in Figure 7 show.

Figure 7 | Surrounding Context - Ground Level Perspective



At the same scale, the buildings above create a more suburban image while the buildings below work in an urban setting. A sidewalk landscape buffer would soften the lower image.



The aerial image (Figure 8) below is a perspective that provides a view of buildings within a neighborhood. It is not a typical or common view in that the general public and adjacent properties do not see the property from this viewpoint. However, this type of view may be used to indicate how the differences of the buildings may be recognized.



A low-angle image, which are available online, provides a different perspective. See Attachment C for online resources.

Figure 8 | Surrounding Context - Aerial Perspective

The cross section below (Figure 9) indicates the ways in which the location and design of the proposed buildings may also be defined spatially in relation to surrounding streets and buildings. Again, this is not a common public viewpoint but helps illustrate and define relationships.

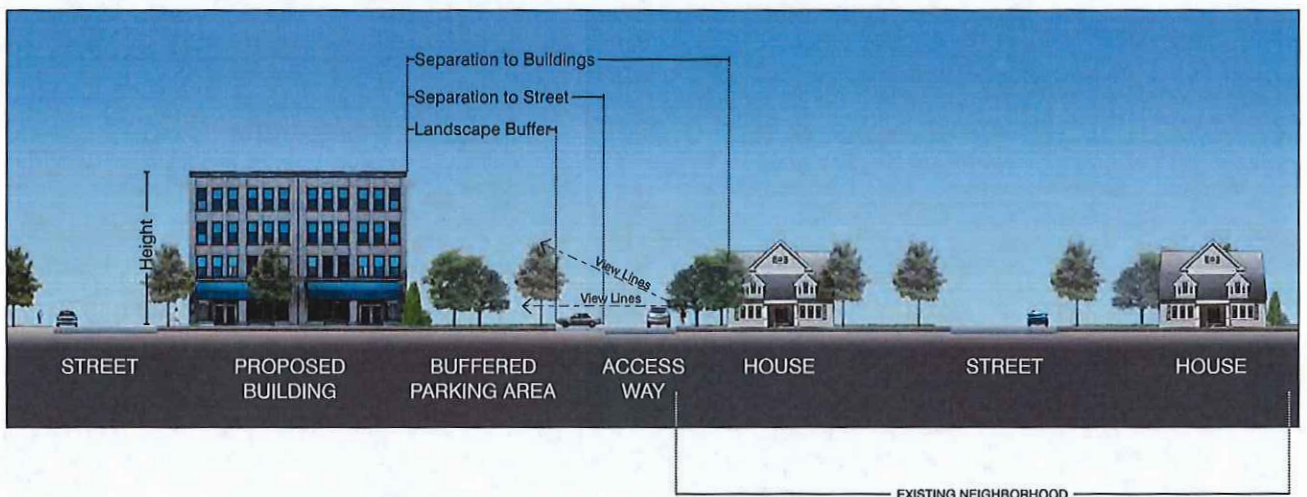
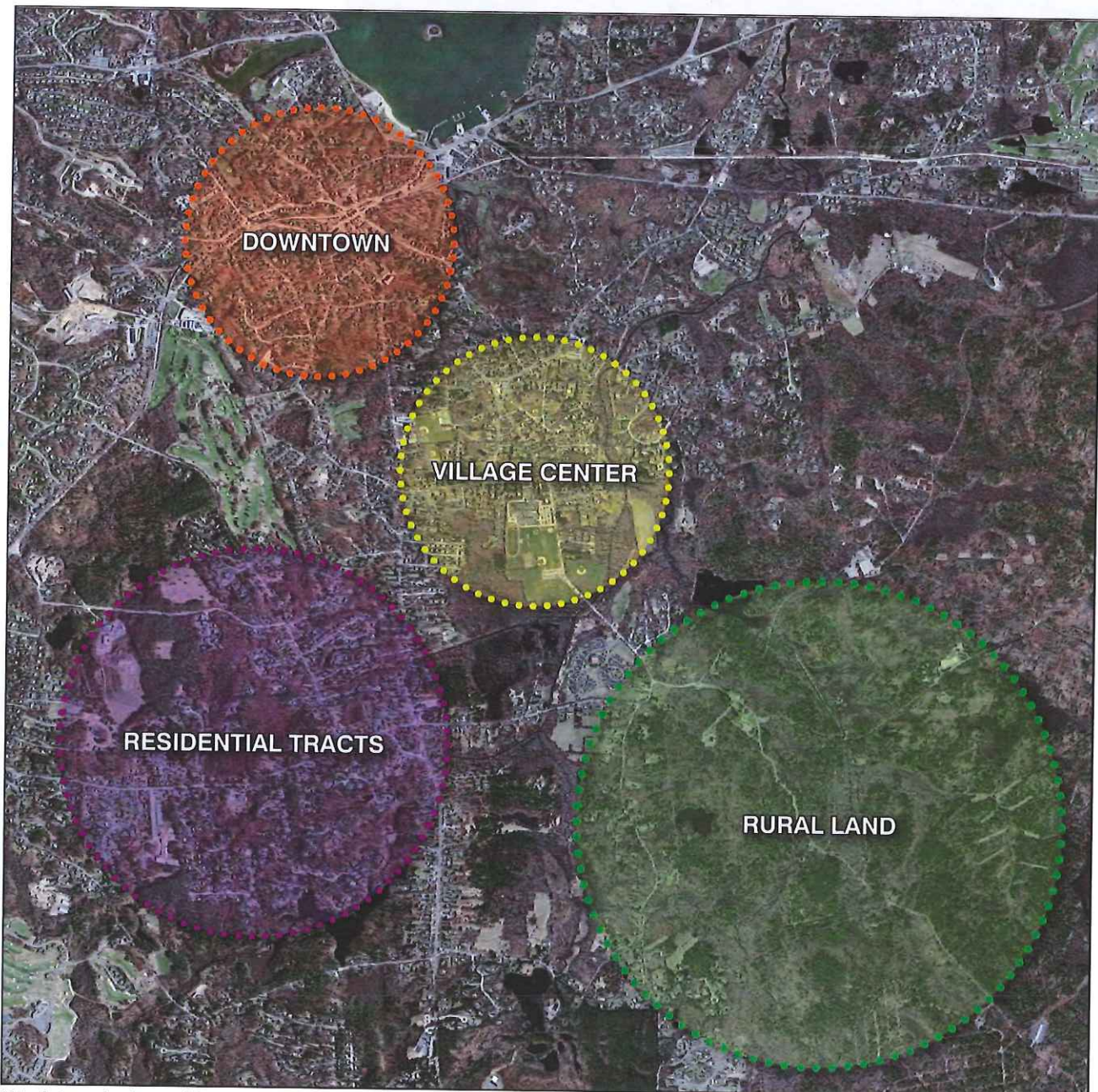


Figure 9 | Elements for Consideration of Relationship to Adjacent Buildings and Streets

Existing development patterns

The adjacent properties and neighborhood should be considered in the Site Eligibility review. The surrounding and existing development patterns will often vary within a community. Sites may include less developed areas of residential, commercial, or industrial land use. However, a wider view of the neighborhood may suggest a recognized pattern of settlement.

The illustration below (Figure 10) shows the variability of settlement patterns within one community. A site may be located in the generally rural area but adjacent to residential tracts. Again, while the resources are available to obtain a substantial amount of information, the site visit is still an important part of the review.



Note that a project in any of these areas requires a different design approach to remain in context with adjacent development.

Figure 10 | Settlement Patterns

C. Application Materials

To complete the review as envisioned requires submittal of application materials that properly explain the project. There is no need for a significant level of design detail at this stage because these are concept plans. But there is a need to have a clear understanding of the conditions at the site, the proposed Project concept and potential conflicts. With the online resources currently available (see Attachment C for resources), many of the requests for illustrative graphics and information are fairly simple to accommodate as noted below.

The officially required submittal materials for Site Eligibility are listed in sec. 56.04(2). It is also important to review the application requirements of the subsidizing agency. The items pertinent to design review include:

- (a) a locus map identifying the site within a plan of the neighborhood, accompanied by photographs of the surrounding buildings and features that provide an understanding of the physical context of the site;
- (b) existing conditions at the site such as wetland boundaries and setback lines, topographic relief, and current use;
- (c) a tabulation of proposed buildings with the approximate number, size (number of bedrooms, floor area), and type (ownership or rental) of housing units proposed;
- (d) conceptual design drawings of the site plan and exterior elevations of the proposed buildings, along with a summary showing the approximate percentage of the tract to be occupied by buildings, by parking and other paved vehicular areas, and by open areas, the approximate number of parking spaces, and the ratio of parking spaces to housing units; and any other parking requirements for ancillary uses;
- (e) a narrative description of the approach to building massing, the relationships to adjacent properties, and the proposed exterior building materials;
- (f) a tabular analysis comparing existing zoning requirements to the waivers requested for the Project.

The following are recommended submittals for information to support these requests for information:

Description of the project site and surrounding buildings and features

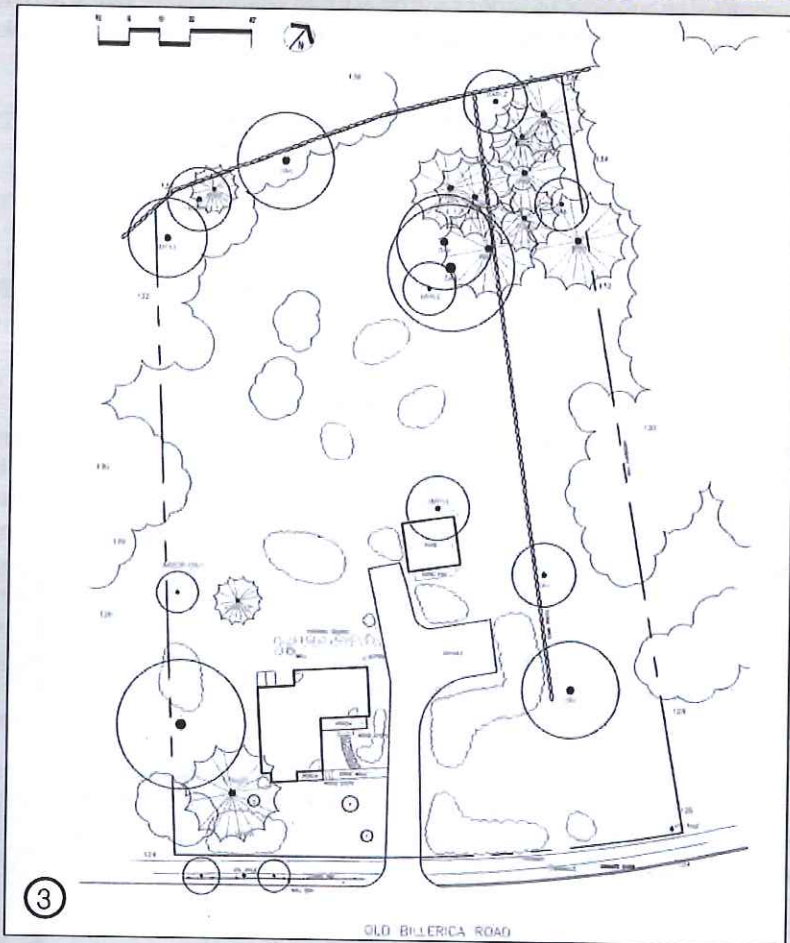
The area to be described should extend from the subject Site into all adjoining properties. [Additional areas may be in review after the site visit.] The description should include a survey or plot plan with designations of current use and zoning. The local assessor's office may be able to provide information on the use designation of the site and adjoining land to determine property and adjacent use and lot configurations. The description should be supplemented with aerials and photos, which are available online, as per the example below. The description should also include a series of photos taken from within and outside the site showing all adjacent properties. These photos should be eye-level and taken so that the interior of the site and adjoining property are represented on all sides.

Aerial images may be obtained for any location either through the state (MassGIS at <http://www.mass.gov/mgis/massgis.htm>) or from free online resources such as Google maps (<http://maps.google.com/maps>) or Bing maps (<http://www.bing.com/maps/>).

This image (right) is from Bing maps showing the level of detail and information possible with this source.



Aerial obtained from Bing Maps



The plans show different aspects of design. Image 1 is a hand-drawn sketch; image 2 is a computer-aided design, while image 3 is a plan that shows certain existing site information.

Figure 11 | Conceptual Site Plans

Conceptual design plans or site concept drawings

The conceptual design or site concept plans are inter-related terms. At this stage of the project development these plans could be expected to be fairly simple, so long as they convey the correct amount of information needed for the review. The basic information required includes:

- (1) Siting of buildings, parking and accessways
- (2) Adjacent properties and buildings
- (3) Width of the right-of-way with elements and dimensions of ways in adjacent public streets
- (4) Topographic contours across the site and into adjacent properties
- (5) Wetland resources as regulated under state regulations 310 CMR 9.00 et seq.
- (6) Site and environmental restrictions in the form of easements and any Activity and Use Limitations

Examples of conceptual plans with much of the basic information are shown on the previous page (Figure 11). Each represents a way to present a complex set of information and ideas in simple, easily accessible formats. The plans should include a table of dimensions and other data that may be included in the other application materials.

Image 1 in Figure 11 show how site plans may be laid over aerial photos to provide a good source of information on a Project and its relationship to the adjacent streets and buildings.

Description of the proposed buildings

The description of the proposed buildings should provide enough information to determine what the proposed building typology is and describe any architectural or site design elements that will help integrate the Project with the existing development patterns.

A simple method to represent buildings in the early stage of design is by using a three-dimensional graphic software program available for free on-line. The images in Figure 12 are examples of illustrative site plans using the SketchUp program, which is available for free, on-line (<http://sketchup.google.com/>). The program can be used to illustrate building massing and form. When the adjacent buildings are also drawn in the program, the context of the surrounding area can also be illustrated.



These low-angle projections show old and new development using different colors and show how the sizes and orientations relate to the surrounding context. In the top image existing is shown in orange and new is shown in yellow. In the bottom image existing is shown in white and new in grey.

Figure 12 | SketchUp Concept Plans - Use of 3D Modeling Software to Illustrate Project and Context

D. Checklist Review Procedure

To facilitate the review procedures for a non-designer, and to provide clarity for others involved in the design review process, a checklist is recommended. This will encourage consistent and complete decisions on the design elements and a focus on the design aspects that may require mitigation. Of particular concern is the impact the Project's design will have on adjacent properties. A suggested checklist is shown on the following page. This checklist simply lists the design elements listed in the regulations and allows an initial determination of conformance.

Initial Project Review: Design Elements Checklist

This checklist is to determine whether “the conceptual project design is generally appropriate for the site.” The regulations found at section 56.04(4)(c) define conformance when considering the factors listed in the left hand column.

Checklist of conformance with section 56.04(4)(c)

Project: _____		
Location: _____		
Reviewer: _____		
Date: _____		
FACTOR	FINDINGS	
	40B design regulations	Integration with adjoining properties
Proposed Use	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed	<input type="checkbox"/> Acceptable <input type="checkbox"/> Requires additional discussion
Conceptual Site Plan	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed	<input type="checkbox"/> Acceptable <input type="checkbox"/> Requires additional discussion
Building Massing	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed	<input type="checkbox"/> Acceptable <input type="checkbox"/> Requires additional discussion
Environmental Resources	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed	<input type="checkbox"/> Acceptable <input type="checkbox"/> Requires additional discussion
Topography	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed	<input type="checkbox"/> Acceptable <input type="checkbox"/> Requires additional discussion
<p>Areas to consider in future review of the design:</p> 		

Detailed Project Review: Design Review Checklist

This second checklist is an optional approach for developing a response to the proposed design, based on the design review criteria from the DHCD c.40B Guidelines.

Checklist of Design Options for Integration into Existing Development Patterns

Project: _____
 Location: _____
 Reviewer: _____
 Date: _____

Review each of these design elements to form the overall design review findings.
 (See Attachment A: Key Design Issues for further discussion on these elements)

	Integration with adjoining properties
Relation to Surrounding Structures and Public Spaces	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Architectural and Site Details	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Scale (descriptor)	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Height	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Proportion	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Shape or Form	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Façade Design	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Streetscape and Landscape	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Design Treatments of the Edge	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Building Setbacks	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	

Building Height and Stepbacks	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Facade Length and Articulation	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Are the Guidelines for Reviewing Design addressed? (See Attachment B for additional discussion)	
Integration with adjoining properties	
Architectural Treatments	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Modulation of Building Mass, Scale and Bulk	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Environmental Resources	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Parking and Access	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Buffering Techniques	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not addressed <input type="checkbox"/> Unacceptable
<i>Why unacceptable:</i>	
Areas to consider in further review of the design:	

Attachment A: KEY DESIGN ISSUES

This section provides a more detailed description of elements of design that may be considered in a design review. Design review requires a balanced judgment based on consideration of the goals of affordable housing. The criteria include the Chap. 40B regulatory criteria, the surrounding context, and the proposed design as a composition of these elements. In almost all cases, design review decisions will not be an absolute finding of conformance, but will be based on a thoughtful analysis of how these Chap. 40B criteria apply.

Note that in the cases where the surrounding context is a complex mix of buildings decisions of context could be made from review of local plans, regulations and other precedents.

The following are key design elements to consider when determining if a Conceptual Project Design is generally appropriate for the site and relates to surrounding context. This list is meant to be used with Checklist of Design Options (pg. 22) to facilitate the review process.

Relation to Surrounding Structures and Public Spaces – The relationships between the Project and the adjacent sites are a key aspect of Chapter 40B design review. The following terms are taken from the regulations and therefore, should be used to make decisions during the review.

Architectural and Site Details – Architectural details include items such as the trim around entrances, corners, eaves, doors and windows; exterior cladding materials; and roof type. Site details include the type of curb, design of access into and through the site, signage, paving arrangements, lighting, landscape buffers and fences for example. The coordination of these features can result in a project's overall impression as a nice place to live and contribute to the community's character.

Scale – The scale of a structure should be compatible with the surrounding architecture and landscape context. Compatibility of different building scales or sizes may be addressed through building typology, orientation, roof lines, setbacks, and the position of the building on the site. That is to say, the size of these elements relate proportionally to the size of the human body.

Height – The height of the proposed buildings should generally be compatible with the surrounding buildings and structures. The treatment of rooflines, setbacks, and position of the building on the site may be used to mitigate differences in height. See also *Building Height Stepbacks*.

Proportion – The proportions of building elements can define the character of a building. The widths, heights, and separations of doors, windows, signs and other architectural elements should be generally compatible with existing buildings and structures.

Shape or Form – Within the site's boundaries, there are edges that when differentiated produce better site designs. The shape of the building and building elements is another way to consider compatibility with existing structures.



Note the differences between these project images showing different buildings with similar characteristics. The building in image A is two stories, building B is two and a half stories, and building C is three stories in height. All three buildings have peaked roofs with a higher pitch of the roof on building B. Each has a porch or porches but with different styles. Buildings A and B have clapboard siding and building C is shingled because building C is on Cape Cod in a neighborhood of shingled buildings. The proportions of building A, with the line of three windows and porch on the first floor and a trim board architectural band linked to the porch eave suggest a more squat, grounded building, while building B with the tall bay on the left side and the windows with side lights suggest a taller, but thinner building. Building B also includes panels under the roof peaks as an element that is intended to bring the eye down to the clapboards for mitigation of height. The entrances on building B are more prominent than buildings A and C. The façade on building C is articulated with the building wings, porches and the roof lines. While not shown, the surrounding context of each building helped inform these designs.



Note in a rural/suburban context, street trees soften the edge while sidewalks may or may not be included depending on the adjoining streets and project type. Image A suggests a development within an area of single family residences. Image B shows an apartment complex within master planned development with a mix of residential building types. Note the use of peaked roofs, articulated facades and buildings, and landscaping to improve the design.

Façade Design – The facade is literally a French term meaning “the face”. It is a combination of design elements that when artfully composed create a harmonic impression. Just as we can have long and narrow or wide and open faces, so do buildings. A rule of thumb would have new construction mirror some aspects of the facade design of neighboring buildings so as to create a continuity across projects.

Streetscape and Landscape – Perimeter streetscape and interior landscape treatments may include grading, planting and site amenities. The site landscaping and grading can be designed to soften the visual impact of a project. The landscape can also perform multiple duties for stormwater management and site improvements. Continuity of design with the public street may be appropriate; as for example to continue sidewalks and lighting, when present.

Design Treatments of the Edge – An edge is a physical element which defines or separates space. Edges identify areas of different or conflicting activities, changes of urban scale or character, and areas of different landscape qualities. The edge is the most important element when designing an exterior space. Weak edge definition lacks separation of activities or views. Visual and spatial interest is also reduced. Strengthening of edges (including curbing, shrubs, screening, and street trees) enhances the overall visual experience. Plant materials have been used extensively to enhance the visual quality of new construction. They can provide visual relief, define space, and add aesthetic character to developed areas. They also provide shade, reduce surface heat and help filter air pollution. Some typical methods of improving the edge of a given development include the following:

- Trees - can be used to provide scale and define space, shade, and variation on color and textures.
- Shrubs – provide scale and interest in pedestrian areas. They provide a natural and physical barrier when needed. Variety in color and texture can be accomplished with a variety of plant materials.
- Groundcovers – and vines are useful for providing texture and visual relief to ground and wall surfaces. Once established, these plants provide visual interest to otherwise plain surfaces.

Building Setbacks – The creative use of setback areas, particularly the front and side yards, can be designed to enhance pedestrian access, outdoor accessory uses, or to facilitate access to the rear of the lot for parking and loading. Parking should typically not be included in the front setback when possible. Conceptual Site Plans should demonstrate that the setback area design accomplishes the community’s planning objectives and creates an inviting environment for pedestrians. Where rear yard setbacks are necessary, Conceptual Site Plans should demonstrate that appropriate screening is provided (i.e. trees, shrubbery and fencing as needed).

In some settings (i.e. downtowns and other urban environments), minimizing building setback from a public street right-of-way is desirable so that the front and street side facade of the building visually reinforces street enclosure. This is often coupled with more formal streetscape improvements (i.e. concrete/brick pavers, street trees and furniture, decorative lighting consistent with equipment used by the municipality, and designated dining or retail display in mixed use developments).

Building Height Stepbacks - The design objective of a building stepback is to reduce the shadowing effect on public streets and surrounding buildings and prevent a “canyon” effect when taller buildings are located directly across the street from, or adjacent to, one another. At the same time, street enclosure (or the “Street Wall”) is an important design element in establishing or reinforcing surrounding development patterns. A typical building stepback requirement would specify that building height within a certain

distance of the street right of way line not exceed a certain limit (stories or vertical feet). This height at the street right of way line may then be increased by a prescribed amount (in stories or feet) for interior portions of the building that are setback a further distance from the street right of way line. Building setback requirements may also specify certain roof styles, directional orientation and pitch facing to ensure compatibility with the surrounding area and established building patterns. Building stepback requirements may also specify that those portions of the roof in the stepback area may be used for certain specified accessory uses such as rooftop gardens, terraces, or similar uses.

Façade Length and Articulation - Buildings or portions of a building with wide elevations can be divided into smaller parts through pronounced variation in wall plane articulation and materials and variations in the cornice/roofline to accomplish the desired divisions of elevations into smaller parts. This design technique is an effective way of breaking up the horizontal massing of the building.

Attachment B: GUIDELINES FOR REVIEWING DESIGNS

The following are short descriptions of design elements and ways they may be considered in the context of the regulations and guidelines when reviewing a Project.

Architectural Treatments

Possible architectural treatments and design techniques to address the general compatibility of the Conceptual Site Plan with the existing building pattern in the surrounding area may include the following:

Site Appearance – The character, layout and general composition of the site, including but not limited to the kind, color and texture of such materials as plantings, paving, benches, site lighting, utility structures and all other appurtenant elements should be generally consistent with the existing building patterns in the surrounding area.

Exterior architectural appearance – The architectural character and general composition of the exterior of a building, including but not limited to the kind, color and texture of building materials, including paint color, and the type, design and character of all windows, doors, light fixtures, signs, awnings, utility and ventilation structures and all other appurtenant elements.

Architectural features – Use of architectural features and details such as porches, awnings, columns, towers, turrets, skylights and arches, are effective methods of creating interesting buildings.

Fenestration – Door and window openings should be proportional to facade length and height. The building design should create a sense of entry into the site through landscaping, facade treatment and signage.

Modulating Building Mass, Scale and Bulk

Design techniques for modulating building mass, scale and bulk may be used to address the general compatibility of the Conceptual Site Plan with the existing building pattern in the surrounding area. Techniques include:

Building Orientation – The relationship of a building to the adjoining public way is usually best when it faces the street. While an attractive building wall and facade should always be presented to the public side of the property, when the longer walls are oriented away from the public view, the building form will appear smaller in bulk.

Roof Pitch, Style and Elements – Roof pitch is an important design element in determining general compatibility with existing building patterns in the surrounding area. Attention should be paid to the range of roof styles and range pitches that are common in the area from flat roofs to steeply pitched roofs (i.e. 6 in 12 inch pitch), and elements such

as dormers, parapets, turrets, etc. Long unbroken expanses of roofs should be avoided though use of dormers, skylights, chimneys and changes in ridge line.

Wall Expanses – The use of facade divisions, such as building jogs, architectural detailing, and changes in surface materials, colors, textures and roof lines are an effective design technique for modulating building mass and scale. Facades on all sides of the building which are visible from public streets should feature characteristics similar to the front facade.

Building Entrances – Entrances should be designed on the facades that front on and have a principal pedestrian access to a public street. New buildings should provide for the creation of pedestrian alleyways, where appropriate, in order to allow for passageways to parking at the rear of the lots and adjoining streets.

Environmental Resources

Natural Cover – The existing, natural cover of trees and shrubs on a site may provide a desired landscape buffer. The condition and type of vegetation should be considered as some robust plantings may be undesirable species or the vegetation may be in poor condition.

Topography – Topographic contours can provide opportunities for mitigating the bulk of a building, or conversely, further expose the structure and its foundation. Significant modification of the existing topography adds costs to the Project and should be considered only when other options are unavailable.

Parking and Access

Access Management – In reviewing Conceptual Site Plans, consideration should be given to possibilities for improvements to pedestrian and vehicular circulation in relation to existing building patterns in the surrounding area. Some specific design techniques may include closing, sharing, or consolidating curb cuts; creating easements and links with adjoining uses or properties, moving parking areas to rear yards; merging parking areas to more effectively and efficiently use land; and connecting internal site sidewalks, paths, and crosswalks with external transportation systems.

Parking and Circulation – In reviewing Conceptual Site Plans, consideration should be given to on-site parking and circulation as it related to the surrounding area. Applicants should demonstrate that adequate spaces have been provided but avoid excessive parking. Parking and circulation should also be designed to provide for the maximum pedestrian safety, ease in traffic flow, and access/egress on the property, while minimizing the need for impervious surfaces which increases storm water run-off and costs among other impacts, and maintaining the visual character of the property and adjacent areas. Some general parking and circulation design methods are as follows:

- Locate parking access to the side or to the rear, when such areas are available.
- Minimize vehicular parking next to a street frontage to the lowest possible number while maintaining safety.
- Mask parking areas from the street frontage by buildings or appropriate landscaping.
- Individual parking spaces should be designed, maintained and regulated so that no parking or maneuvering incidental to parking is on any public street or sidewalk and so that any automobile may be parked and un-parked without moving another automobile.

- If artificially lighted, such lighting should be so designed and arranged that light is directed away from any adjoining property and so designed and arranged as to shield public roadways and all other adjacent properties from direct glare or hazardous interference of any kind.
- Installation of curbs, motor vehicle stops or similar devices so as to prevent vehicles from overhanging on or into public rights-of-way or adjacent property.

Buffering Techniques

Landscaping Design – Consideration should be given to possibilities for maintenance and enhancement of the existing landscape to provide a transition and bridge the gap between public and private space. Some specific landscape design techniques for public and private frontages are discussed below:

Public Frontages

- **Street Trees** – The Public Frontage may include trees planted in a regular spacing pattern of varied species with shade canopies of a height that, at maturity, clears a certain height (depending on streetscape characteristics of the surrounding area), but remains predominantly clear of building frontages. The introduced landscape should consist primarily of durable species tolerant of salt and soil compaction.

Private Frontages

- **Existing Significant Trees and Shrubs** – should be maintained to the maximum extent possible.
- **Plantings** – should not obscure site entrance and exit drives and road intersections.
- **Mixed Use Developments** – When the front setback is greater than zero, those portions of the front yard not occupied by pedestrian amenities and public spaces should be landscaped.
- **Residential Developments** – Private Frontage landscaping along the perimeter of the lot is an effective design tool when buffering a development from the surrounding area is necessary. In addition to retaining existing vegetation, new landscape plantings may include a combination of grasses, trees and shrubs indigenous to Massachusetts.
- **Street Trees** – Trees of a sufficient caliper are suggested in a regular pattern along the frontage of property if the building is setback a sufficient distance to allow trees to property grow and spread out. All landscaped areas should be continuously maintained, irrigated, and fertilized. Plant materials should be organically maintained to the maximum extent possible.

Parking Lot Landscaping

- **Shade Trees** – Trees in paved areas and parking islands should have a sufficient amount of permeable area for proper growth. Selected species should have low water needs, salt tolerance, and low maintenance
- **Buffering** – Portions of the interior parking area should be landscaped, and planting along the perimeter can be effective in reducing the visual impact on the area when necessary.
- **Stormwater Treatment** – Stormwater should be sufficiently controlled and treated by either conventional methods or by evolving Low Impact Design techniques such as rain gardens, vegetative swales, bio-retention, filter strips, and pervious pavers.

- Storage Areas – Exposed storage areas, machinery, garbage “dumpsters,” service areas, truck loading areas, utility buildings and structures should be screened from view of residents on abutting properties and streets using plantings, fences and other methods. Where feasible, shared use and designated areas for garbage dumpsters are an effective design technique. Trash dumpsters should be fully screened on three sides with solid walls of a sufficient height with a solid front gate. Trash compactors should be enclosed to minimize noise.
- Fences – Opaque or semi-opaque fencing may be necessary in some cases to sufficiently screen surrounding areas. The materials, color, and height above the grade plane should be generally consistent with the existing or desired building patterns in the surrounding area.

Attachment C: REFERENCE MATERIALS AND RESOURCES

Subsidizing Agency Web Sites

To find out more about agencies that subsidize affordable housing projects and their programs:

MassHousing – www.masshousing.com

Mass Housing Partnership – www.mhp.net

Mass Department of Housing and Community Development – www.mass.gov/dhcd/

MassDevelopment – www.massdevelopment.com

Online Maps and Aerial Photos

On line maps and aerial photographs are available from these sources:

(1) Google maps – www.maps.google.com

(2) Bing maps – www.bing.com/maps/

(3) USGS maps – <http://topomaps.usgs.gov>

(4) *Visualizing Density*, Julie Campoli and Alex MacLean, Lincoln Institute of Land Policy, Feb 2007

State Environmental Regulations

- Environmental regulations – www.mass.gov/eoeea/

The Housing and Urban Development's Design Advisor

- The Housing and Urban Development's Design Advisor [with 2004 Updates sponsored through the Campaign for Excellence in Affordable Housing Design] may be found on line (www.designadvisor.org). The site provides a primer on affordable housing design with examples from around the country of ways in which high quality design elements have been incorporated.

Accessibility Codes

- There are building and design codes specific to accessibility; such as, Federal Fair Housing Act, Americans with Disabilities Act, and the Massachusetts Architectural Access Board. The reviewer should be aware that the designers must determine conformity to the provisions of these regulations.

Other Related Information

- The Smart Growth Toolkit may be consulted for information on the State's smart growth and energy policies (http://www.mass.gov/envir/smart_growth_toolkit/). This site includes summaries of Low Impact Development and Smart Energy issues and ideas.
- Planning and Urban Design Standards, by the American Planning Association and published by John Wiley & Sons (2006) includes information on conceptual site planning.



TOWN OF

HARWICH

732 Main Street
Harwich, MA 02645

CONSERVATION COMMISSION

(508)-430-7538 FAX (508)430-7531

August 2, 2021

To: The Harwich Board of Selectmen
From: Amy Usowski, Conservation Administrator

This memo is in response to the letter the Conservation Commission was copied on from Robert and Andrea Doane, abutters to the potential Chloe's Path project. This memo is not a legal opinion; any legal opinion desired regarding the proposed project and/or how this project relates to the existing Protective Covenant for the property referenced in the letter from the Doane's should be from Town Counsel. The covenant was a requirement of the State Division of Fish and Wildlife's Natural Heritage and Endangered Species Program (NHESP). I have reached out to NHESP and received correspondence from Misty-Anne Marold, Senior Endangered Species Review Biologist, that she has not had any correspondence for this property since 2018. Misty notes the following in her email to me:

"The 40B regulations do not change their requirements under the MESA. The MESA regs require that they come to us for review; however, it is up to the owner/developer with a project subject to the MESA to determine when they consult with our office. The only requirement is that they come to us before they begin any work. Since this site has an existing MESA review and Determination under which they began work (e.g., clearing, installed the road), they will have to come to us to discuss any change to the previously approved plan and resulting land protection. Based on their new plans, we would advise them of the potential pathways available to them under MESA."

I have attached the letter from NHESP for the project to construct Chloe's Path roadway. In order to start the construction of the roadway, the applicant also had to file with the state NHESP, specifically under the Massachusetts Endangered Species Act (MESA), as this property is known habitat for Eastern Box Turtle, a state-listed 'Species of Special Concern.' The Conservation Commission's Orders of Conditions also required that the applicants furnish all documents required under MESA to the Commission as well. We are in receipt of the 2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan by EcoTerra Design & Consulting.

The determination by NHESP was for a 7 lot subdivision. This project proposal has now changed to a 96 unit complex.

I will comment on the previous permit to install the road and utilities, and on what the applicant will have to file with the Conservation Commission if they wish to permit the proposed 40B project as designed.

In 2016 the Conservation Commission issued a permit to install the road, road drainage, and utilities of Chloe's Path, a 7-lot subdivision. The 8th lot was primarily wetland, and was donated to the Town. A copy of the plan the Conservation Commission approved has been sent electronically to Administration to provide to the Board. As you will see, only a small portion of the work was proposed in the 100' buffer to the wetland. A letter was sent from this department alerting the applicant that the permit was about to expire, but we received no word. This permit expired on 2/18/2019. We have not received a Request for a Certificate of Compliance from the applicant, HFH Development. If all work under this permit has been completed, they should request a Certificate of Compliance to officially close the project out. No work can occur within the wetlands or 100' buffer at this time, as there is no active permit. If not all the Special Conditions of that permit have been met, the applicant must re-apply with the Conservation Commission to finish them.

In regards to the proposed project currently under review with the Town, I offer the following:

1. If requested, the local Zoning Board of Appeals (ZBA) can waive review under the local bylaw, including the Harwich Wetlands Protection Bylaw Chapter 310. To my knowledge, this project has not been filed with the ZBA as of the date of this memo.
2. The Conservation Commission will need to review the project under the State Wetlands protection Act and Regulations Chapter 310 Section 40 and 310 CMR 10.00. This will be a Notice of Intent hearing in front of the Conservation Commission, and this will be a public hearing.
3. The Conservation Commission will not close a hearing on a project the applicant has gotten approval from NHESP, so it would be best if they file with NHESP first.
4. The current proposed site plan is entitled 'Chloe's Path Housing' by J.M. O'Reilly & Assoc. shows the proposed work to be outside the 50' wetland buffer zone. No structure appears to be within the 100' wetland buffer, which is the extent of the Conservation Commission's jurisdiction under the state Wetlands Protection Act. Clearing, grading, and vehicular access behind the building would be in the 100' wetland buffer as proposed. When was the last wetland delineation done on this property and by whom? If they are relying on the 2016 delineation, it is no longer valid, and needs to be re-done by a professional wetland scientist.



Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

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C O P Y

C O P Y

Jack Buckley, Director

July 22, 2016

HFH Development LLC
PO Box 612
North Chatham, MA 02650

Quivet Neck Realty Trust
c/o Louis Seminara
Seminara Construction Co., Inc.
Box 1219
South Dennis, MA 02660

Applicant: Peter Donovan, HFH Development LLC
Project Location: 0 Forest Street, Harwich (between 211 & 225 Sisson Road)
Barnstable Registry of Deeds, Book 17492, Page 70
(the "Property")
Project Description: Construction of a proposed residential subdivision (7 houses)
NHESP File No.: 06-20086

Dear Applicant:

The Massachusetts Division of Fisheries & Wildlife's Natural Heritage & Endangered Species Program (the "Division") previously received a MESA Project Review Checklist, project plans, and other required materials for review pursuant to the Massachusetts Endangered Species Act (MGL c.131A) and its implementing regulations (321 CMR 10.00) (MESA).

The Division has determined that the proposed project is located within the mapped *Priority Habitat* of the Eastern Box Turtle (*Terrapene carolina*), state-listed as "Special Concern" according to the Massachusetts Natural Heritage Atlas (13th Edition). This species and its habitats are protected pursuant to the MESA. A Fact Sheet for this species can be found on our website, www.mass.gov/nhesp.

The Division issued a determination for an eight-lot cluster subdivision on this Property (issued October 27, 2009). The Applicant recently submitted revised, preliminary site plans to the Division for review pursuant to the MESA, in which the project has been revised to a conventional seven-lot subdivision (Attachment 1). The Applicant also proposes the permanent protection of Lot 9 and Lot 8 as open space and wildlife habitat. Lots 8 will be conveyed to the Harwich Conservation Commission. Parcel B-1 (Attachment 3) will be conveyed to an abutter subject to a Division-approved Declaration of Restriction. The Division has determined that the revised seven-lot conventional subdivision, as shown on the revised preliminary site plans (Attachment 1), must be conditioned in order to avoid a prohibited "take" of state-listed species (321 CMR 10.18(2)(a)). The following conditions must be met:

1. Final Site Plan(s): Prior to the start of work, the Applicant shall submit final site plan(s) for the Division's review and approval for the entire property. Final site plan(s) shall include Lots 1-9 and www.mass.gov

Parcel B-1. The final site plan(s) shall show proposed permanent and visible monuments/bounds along the approved limits of work, including monument locations and design details (e.g., granite post, iron stake, cement post, etc.; measurement, height above ground, etc.). Signs shall be located between the individual house lots and the open space parcels.

(a) Prior to sale, transfer or change in ownership from the Applicant, the monuments/bounds and signs shall be installed as indicated in the Division-approved monumentation plan and detail. Said monuments shall be maintained and repaired or replaced by the owner of the residential lot as necessary.

(b) Prior to sale, transfer or change in ownership from the Applicant, the signs between the lots and open space shall be installed.

C O P Y

2. Recordation: Prior to the start of work, the Applicant shall record the below-indicated documents in the Barnstable County Registry of Deeds or the Land Court for the district in which the Property is located. The Applicant shall provide the Division with proof of said recordation within five (5) business days of recording.

(a) MESA Determination: This determination shall be recorded so as to become a record part of the chain of title for the Property.

(b) Final Site Plan: After review and approval by the Division, the final site plan(s) shall be recorded so as to become a record part of the chain of title for the Property.

(c) Deed for Lot 8: The Applicant shall record the deed, as approved by the Division by email on May 20, 2016, showing proof of conveyance of Lot 8 to the Harwich Conservation Commission.

(d) Deed and Declaration of Restriction for Parcel B-1: The Applicant has elected to convey Parcel B-1 to an abutter, but we note this was not a Division-requirement. If the Applicant does, in fact, elect to convey Parcel B-1 to the abutter, then the Applicant shall:

- Provide proof of recording the Division-approved deed and Declaration of Restriction, last reviewed by email on 6/28/2016, and final site plan(s) so as to become a record part of the chain of title for Parcel B-1. The final site plan for Parcel B-1 shall be consistent with Attachment 3 referenced below.
- The Division notes that the Declaration of Restriction allows, for a limited time, for the limited planting of native shrubs as well as limited vegetation management around the pump house and within the "Native Shrub Area."

(e) Chloe's Path Protective Covenants: The Applicant shall submit a final draft of the "Chloe's Path Protective Covenants" (last revision reviewed by the Division dated 4-6-2016, edited and sent from the Division to Attorney Norcross on May 11, 2016) to the Division for review and approval. Upon receiving written approval by the Division, the Applicant shall provide proof of recording said Covenants so as to become a record part of the chain of title for the Property, excluding Parcel B-1.

3. Turtle Protection Plan (Attachment 2): All work shall be conducted in compliance with the 2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan referenced below (Attachment 2), unless otherwise approved in writing by the Division.

4. Symbolic Flagging: Prior to the start of work, symbolic flagging shall be erected around the limits of work shown on the revised preliminary site plans (Attachment 1; which is cross-hatched and labeled as "Limits of Potential Disturbance") and maintained throughout the construction period. Upon completion of all construction activities and site stabilization, said flagging shall be removed and properly disposed of. Permanent bounds, see Condition 1, shall be installed.

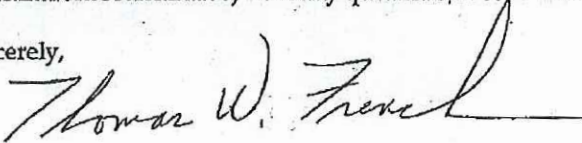
5. Compliance Report: Within thirty (30) days of completing construction of each of the seven (7) residential house lots, the Applicant shall file a brief written report to the Division confirming that all exterior work is complete on the indicated lot.
6. This determination shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act (WPA) Regulations (310 CMR 10.37, 10.58(4)(b), 10.59). If the Conservation Commission requires additional Notice of Intent filings (e.g., for each house lot), the Division must receive a copy of those filings for review pursuant to the rare wildlife provisions of the WPA (310 CMR 10.59).

Provided the above-noted conditions are adhered to and there are no changes to the final, Division-approved site plans and associated work, this Project will not result in a "take" of state-listed species. The Division notes that any future projects or activities proposed on the Property which are (a) located outside of the approval of the limit of Work shown on the site plan, (b) not exempt from review pursuant to 321 CMR 10.14, and (c) located within mapped Priority Habitat as indicated in the Massachusetts Natural Heritage Atlas, will require review by the Division pursuant to MESA. Furthermore, 321 CMR 10.16 provides that projects shall not be segmented or phased to evade or defer the review requirements under MESA. If the Division determines, based on the considerations provided for in 321 CMR 10.16, that a future project or activity proposed on the Property is part of a larger common project or scheme, it may evaluate the cumulative impacts of the existing and proposed segments of the common project when reviewing the future proposed project or activity pursuant to MESA.

This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the plans referenced above may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please do not hesitate to contact Misty-Anne R. Marold, Senior Review Biologist, at (508) 389-6356 (misty-anne.marold@state.ma.us) with any questions or comments you may have.

Sincerely,



Thomas W. French, Ph.D.
Assistant Director

cc: William A. Manganiello, Law Offices of William A. Manganiello (lawyerone@tmlp.com)
Scott Egan, AECOM

Documents Attached:

Attachment 1:	PRELIMINARY GRID SUBDIVISION PLAN SHOWING PROPOSED LIMIT OF ACTIVITY, Conceptual Plan of Land in Harwich, Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015).
Attachment 2:	2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan, Sisson Road, April 5, 2016
Attachment 3:	Approval Not Required Plan of Land in Harwich Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015). Parcel B-1 will be reserved for limited use by the landowner for planting and management of native shrubs.

On this 22nd day of July, 2016, before me, the undersigned notary public, personally appeared Thomas W. French, Ph.D., Assistant Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

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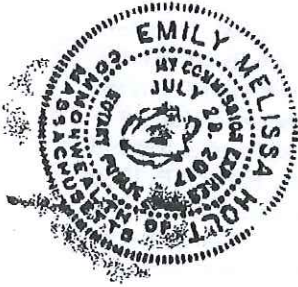
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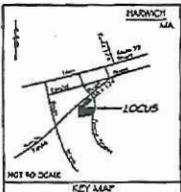
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C O P Y

C O P Y



Emily Melissa Holt
Emily Melissa Holt, Notary Public
My Commission expires: July 28, 2017



OWNERS OF RECORD:
 LOUIS J. BOYKIN, JR., TRUSTEE
 DUFFY-HISE REALTY TRUST
 DEED BOOK 1748 PAGE 30
 AUGUSTOBY MAP 31, PARCELS 2-4
 ARTHUR F. DONAH, JR.
 VIRGINIA DONAH
 DEED BOOK 1412 PAGE 403
 AUGUSTOBY MAP 31, PARCELS 2-3

ZONING CLASSIFICATION

ZONE R1 RESIDENTIAL LOW DENSITY
 MINIMUM AREA 40,000 SF
 MINIMUM FRONTAGE 150 FEET
 FRONT YARD SETBACK 25 FEET
 SIDE AND REAR YARD SETBACK 30 FEET
 MAXIMUM BUILDING COVERAGE 15%
 MAXIMUM BUILDING HEIGHT 30 FEET

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OFFICIAL
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AREA CALCULATIONS:

TOTAL PARCEL AREA	575,320 SF ±	(13.21 AC)
TOTAL WETLAND AREA	172,130 SF ±	(3.95 AC)
TOTAL UPLAND AREA	403,190 SF ±	(9.26 AC)
AREA OF LOTS 1-7 (FOR HOMES)	144,452 SF ±	(3.29 AC)
AREA OF ROAD	90,197 SF ±	(2.06 AC)
AREA OF TEMPORARY DISTURBANCE	28,769 SF ±	(0.66 AC)
TOTAL OF DISTURBED AREAS AND ROAD	223,458 SF ±	(5.01 AC)

TOTAL OPEN SPACE PROVIDED (AFTER REVEGETATION OF TEMPORARY AREAS)
 575,320 - 194,659 = 380,661 SF ±
 0.74 AC ± OR 66.2 %

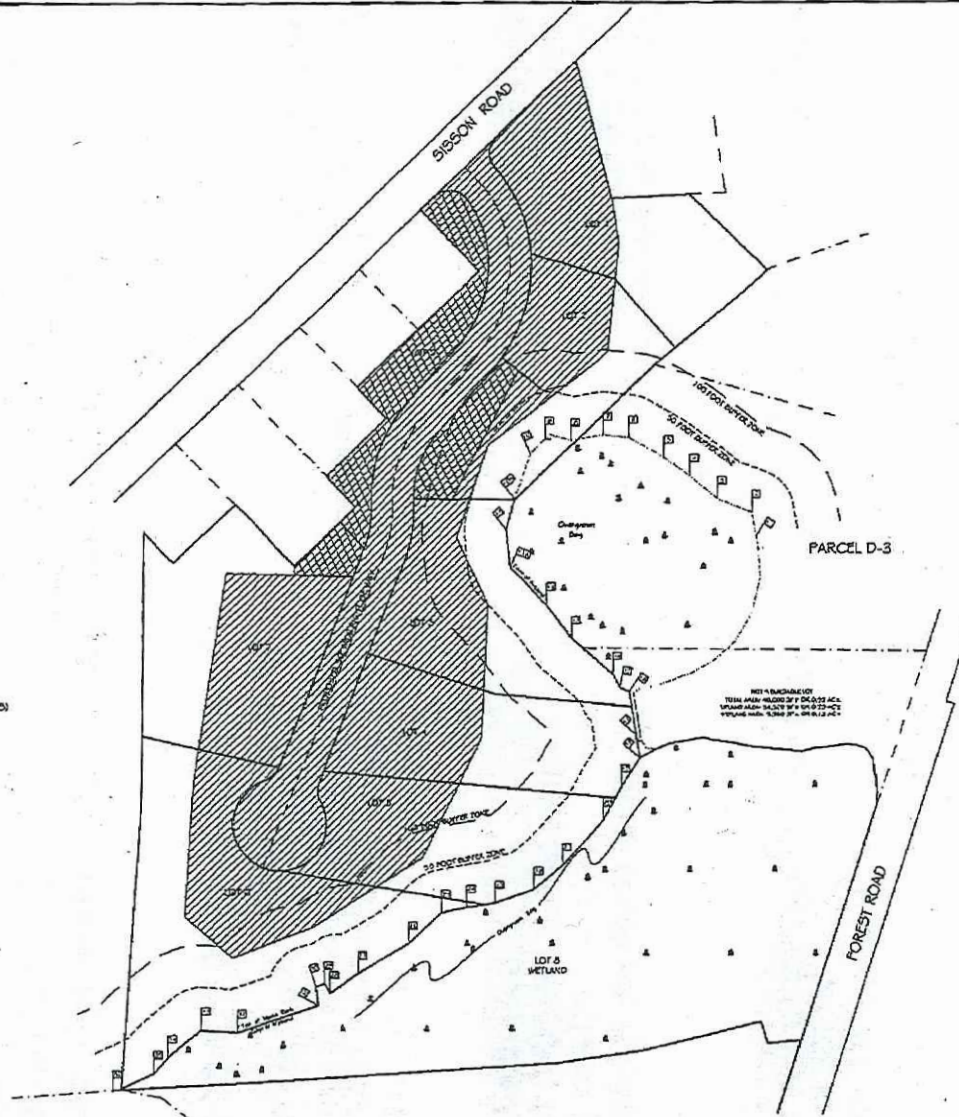
UPLAND OPEN SPACE PROVIDED:
 403,190 - 194,659 = 208,531 SF ±
 4.79 AC ± OR 56.7 %

TOTAL UPLAND AREA (AS IN NATURAL STATE)
 (INCLUDES PERMANENT AND TEMPORARY ALTERATIONS)
 403,190 - 223,458 = 179,732 SF ±
 4.12 AC ± OR 44.6 %

AREA OF ROADWAY, UTILITIES, HOME CONSTRUCTION, ASSOCIATED GRADING FOR THE ROADWAY INCLUDING THE UTILITIES
 AREA = 109,669 SF ±

AREA OF TEMPORARY DISTURBANCE ASSOCIATED WITH THE ROADWAY CONSTRUCTION TO BE REVEGETATED BACK TO NATIVE SHrub COMMUNITY
 AREA = 28,769 SF ±

NOT
OFFICIAL
COPY



PRELIMINARY GRID SUBDIVISION PLAN
 SHOWING PROPOSED LIMIT OF ACTIVITY
 CONCEPTUAL
 PLAN OF LAND
 HAVERHILL, MASSACHUSETTS
 FOR
DONOVAN BUILDING CORPORATION

0 60 120 180
 SCALE 1"=60'
 SEPTEMBER 15, 2015
 DESIGN: 15-000-001 BY: J.M.O. CHECKED: J.M.O. DATE: 09/15/15
 PLAN: 15-000-001 BY: J.M.O. CHECKED: J.M.O. DATE: 09/15/15
J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1575 Main Street - Suite 6A
 FLY, MASS 01735
 508.999-8801

Joe Powers

From: Carpenter, Scott
Sent: Thursday, July 22, 2021 11:17 AM
To: Joe Powers
Subject: 40B Development Behind the Police/Fire Station

Joe,

Brian Bush from Heritage Properties proactively reached out to me for my insights on the 40B development proposed behind the fire/police station. I also went to the abutters meeting Monday evening at the conference room in the public safety building.

From a school perspective, I don't see any problems with the project and its proximity to Monomoy but have one minor reservation regarding traffic flow during Harwich Elementary drop-off and pick-up times. As it is, the number of cars coming to pick up or drop off students at the elementary school often finds cars backed up onto Sisson Road. While this is a fleeting daily occurrence, we can expect that a 90+ unit apartment building in the vicinity will only magnify the congestion. I don't have an easy solution and can't make all families take advantage of the free bus transportation provided by the district.

I am concerned about the aesthetics of the project, not that this will impact the school or its functions. The choice to have this be a three-story structure, slightly visible above the treeline seems odd. If the project were only two stories and roughly 60+ units, it would be nestled and largely out of sight, but three stories make it taller than the high school (the largest building around). I don't see how the design fits within the Harwich and Cape Cod landscape as a three-story structure.

From a housing perspective, I'm hopeful that the affordable housing units will be available to and accessed by young families and challenged Brian with a goal of seeing at least 18 children accessing the 38 two and three-

bedroom apartments in such a project. I am also hopeful that the apartment units could mitigate some of the lack of housing available in the region, particularly for those with financial need.

It's not just those with financial need who are hurting because of the current housing crisis. This is will be my ninth year here at Monomoy, and for the first time, we are finding ourselves unable to hire some great teachers because they can't find housing after we offer them a position. I've lost three finalists this year because of a lack of housing. There is a major need for reasonably priced, year-round, housing for our municipal/school employees.

Feel free to share this email with your Board if you think it would be helpful in their decision-making.

Scott

Scott Carpenter, Ed.D.
Superintendent
Monomoy Regional Schools
425 Crowell Road, Chatham, MA 02633
Office: 508-945-5130



**Town of Harwich
Board of Health**

732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

July 22, 2021

Chloe's Path Comments

Increased housing is a necessity in Harwich, and on Cape Cod in general. This project is an excellent way to assist many individuals in the area in need of housing. Social Determinants of Health, which are included in Healthy People 2030, lay out that safe housing, transportation, and neighborhoods are major factors that impact overall health and well-being. This project is proposed in a safe, and convenient location. The bus stop is a great addition for public transportation options. The Cape in general is typically not walkable, but this location does provide a variety of areas that are walkable, such as the grocery store and Main Street stores and restaurants. Although I fully support this proposal, I do have the following comments and suggestions:

1. I suggest having a strict recorded occupancy limit in writing for each individual dwelling unit. Many one bedroom or studio units are being proposed, and I foresee a potential issue with occupancy limits arising. If the lease agreement holds the condition of maximum occupancy, that may be a way to remediate a potential issue of overcrowding.
2. Shared spaces are important for social and mental health. I suggest thought goes into having multiple common area for socializing, as well as an on-site gym or workout facility.
3. Since there are units with multiple bedrooms, families will be present on site. It would be an appropriate addition to have a designated playground or play area for children.
4. Many housing units restrict or limit pets. Cape Cod is a very pet friendly location, and I would love to see pets allowed. A small designated fenced in area for pets would mimic many off Cape facilities.
5. The first floor space would be perfect for a small coffee shop or convenience store. This would require additional permits, but is something to consider to improve resident's possibilities.
6. Smoking should be banned from the property. If it's not feasible to ban smoking on the entire property, I suggest it should be prohibited indoors or within 50 feet of the building.
7. All requirements from 105 CMR 410.00, Minimum Standards of Fitness for Human Habitation, must be met and maintained.
8. Either a groundwater discharge permit or sewer permit must be obtained prior to building permit approval.

Please contact me should you have any follow-up questions. Thank you for your attention to these comments and suggestions.

-Katie O'Neill, Harwich Health Director

From: Jon Idman
Sent: Monday, July 19, 2021 4:45 PM
To: Meggan Eldredge
Subject: RE: Proposed Affordable Housing Apartments

Hi Meggan,

The project site is within mapped rare species habitat under MESA, which requires state permitting and approval for the project by NHESP.

Based our preliminary discussions, the applicant acknowledges, albeit in a general way, the need to modify the existing NHESP approval as it was predicated on the previously proposed 7 lot single family residential subdivision and not the current multifamily 40B project. We could ask what further discussions or progress the applicant has made with NHESP regarding the MESA permit modification.

It might benefit the town (and the applicant) to better understand at an early stage what might be required to modify the existing MESA/ NHESP approval for the project site.

The MESA/ NHESP approval fundamentally affects the siting of the building under the 40B proposal, though I recognize that such approval is independent and outside of the ZBA's 40B jurisdiction and review.

The proposed building is sited in an area that is restricted from development under the existing, recorded MESA/ NHESP approval documents, among other outstanding limitations or requirements set out in that approval.

Jon

From: Chief David J. Guillemette
Sent: Wednesday, July 21, 2021 2:30 PM
To: Meggan Eldredge
Cc: Deputy Chief Kevin Considine
Subject: RE: Proposed Affordable Housing Apartments

Hi Meggan,

Re: Chloe's Path development

PD concerns include impact of increased traffic entering from Sisson Road and exiting onto Sisson Road from the sole access road.

There also appears to be sight line issues in both directions when exiting Chloe's onto Sisson Road

The proximity of the development to the rear and side of our facility will require new fencing, signage and additional cameras to secure our back and side lots.

Sincerely,

David J. Guillemette
Chief of Police



Harwich Police Department
183 Sisson Road
Harwich, MA 02645

From: Richard Waystack
Sent: Wednesday, July 14, 2021 3:38 PM
To: Ellen Powell; Joe Powers
Cc: Meggan Eldredge
Subject: Re: Proposed Affordable Housing Apartments

Good afternoon! Thank you for forwarding the proposal for Chloe's Path. My two questions are, the affordable rents are what are normally charged for market rate locally (as a Landlord with 6 rental units) and on the Sisson Road example, they used Dukes County data, and who will manage the apartments when completed? Will there be an on-site manager or management company present?

Pleased to see the thought of apartments, but the rents seem high for "affordable" and the plan seems to be geared specifically to housing vouchers in particular.

Thanks!

My very best,

Richard Waystack, CRS

2020 National President, Residential Real Estate Council (CRS)

Executive Broker, Platinum Member

Jack Conway Real Estate, License #136018-B

rwaystack@waystack.com

Text or Cell: 508-776-0964

www.waystack.com

Thank you for trusting me with your referrals!

From: jon.chorey
Sent: Thursday, July 15, 2021 9:54 AM
To: Ellen Powell
Cc: Joe Powers; Meggan Eldredge
Subject: Re: Proposed Affordable Housing Apartments

Thanks Ellen for letting me know about this project. Is this project off Sisson Road? Do you have a link to information that is on the Town web-site?

Thanks again,

Jon

180 Forest St.
Harwich, MA 02645
July 26, 2021

Board of Selectman
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Selectman,

We are abutters to the proposed Chloe's Path Apartments and writing to express our concerns:

1. The plans totally ignore the "Limit of Disturbance" zone as previously negotiated with the Massachusetts Division of Fisheries & Wildlife under the Natural Heritage & Endangered Species Program memorialized in the Cloe's Path Declaration of Protective Covenants and filed with the Registry of Deeds. Book 29940 Page 256 with reference to Book 29940 Page 272 – copies attached. In the LIP application, while the map showing the subdivision (Book 666 Page 20) indicating "By RIGHT – Subdivision Plan APPROVED", maps from Page 21 and 22 (attached) are not included which shows the Limit of Disturbance (highlighted). Areas beyond the Disturbance zone are considered "Forever Wild" and must not be disturbed. Clearly the buildings and roadway around the structures encroach on that area.
2. In conjunction with the Protective Covenants Mr. Donovan has failed to fulfill the 2016 Eastern Box Turtle Nesting Habitat & Management Plan as specified in Book 29940 Page 272.
3. We are concerned about the potentially high nitrogen loading from the sewer treatment of 300+ residents. The area of discharge goes through Grassy Pond to the Cold Brook Bog and out to Saquatucket Harbor. There is a Nitrogen Attenuation project in Cold Brook to alleviate the already high nitrogen in the discharge waters.
4. The very high density of people in such a small area will mean the Forever Wild and wetlands protected area will certainly be disturbed. We believe people and pets will spill over into our wooded property and will make a "short cut" to Forest Street.
5. The buildings are too tall for the character of Harwich. Being on a hill and above the tree line means they will be obtrusively visible from Forest Street and Sisson Road.
6. The high density will create excessive vehicle noise and tailpipe emissions. The noise level from the apartments will be substantial when windows are open.

While we support affordable housing (I am a director of Mid Cape Church Homes) we believe the very high impact of this project does not warrant the only 25% of affordable housing. The Harwich Housing Trust is already working towards an affordable solution on Sisson Road and the recently purchased Marceline property will give Harwich many more affordable options.

Sincerely,

Robert Doane
Andrea Doane (RR)

Robert Doane and Andrea Doane

CC:

Joseph Powers, Town Administrator
Jonathan Idman, Town Planner
Harwich Conservation Commission
Brian Bush, Kemah Apartments LLC
Atty Andrew Singer

Attachments:

Bk 29940 Pg 256	Chloe's Path Declaration of Protective Covenants
Bk 29940 Pg 272	Division of Fisheries & Wildlife Letter
Bk 666 Pg 21	Chloe's Path, definitive Subdivision Plan (highlighted)
Bk 666 Pg 22	Chloe's Path, definitive Subdivision Plan (highlighted)

NOT AN OFFICIAL COPY
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Locus: Chloe's Path, Harwich, MA

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CHLOE'S PATH

HARWICH, MASSACHUSETTS

DECLARATION OF PROTECTIVE COVENANTS

DECLARATION made this 16th day of SEPTEMBER, 2016 by Peter B. Donovan, Manager of HFH DEVELOPMENT, LLC, with a mailing address of P.O. Box 612, North Chatham, MA 02650 (hereinafter called "DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT is the owner of land situated in Harwich, Barnstable County, Massachusetts, hereinafter described, and is desirous of creating an attractive residential community; encouraging harmonious and pleasing homes, assuring a high quality of community appearance; preserving and protecting the natural character of the land, conserving the trees, shrubbery and other natural features for the benefit of all property owners; preventing nuisances, to maintain the desired tone of the community and to thereby secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners; and

WHEREAS, DECLARANT desires to provide and insure the preservation of the values in said community and, to this end, desires to subject the real property together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, and liens hereinafter set forth, each of which is and are to be for the benefit of said property and each owner thereof;

WHEREAS, DECLARANT desires to provide and insure that the development of the land will continue to provide habitat used by a variety of wildlife including, but not limited to the Eastern Box Turtle (*Terrapene carolina*), in perpetuity.

NOW, THEREFORE, DECLARANT declares that the land in Harwich, Barnstable County, Massachusetts, shown as lots 1, 2, 3, 4, 5, 6, 7, and 9 and the fee in Chloe's Path as shown on a definitive subdivision plan entitled, "Chloe's Path, Definitive Subdivision Plan of Land in Harwich, Massachusetts for HFH Development, LLC, J.M. O'Reilly & Associates, Inc., December 14, 2015" and recorded with the Barnstable County Registry of Deeds in Plan Book 666, Page 20-22 (Plan), and such additions thereto as may hereinafter be made is and

shall be held, transferred, sold, conveyed, and occupied subject to and with the benefit of the covenants, restrictions, easements, charges, hereinafter set forth (the Property);

1. Definitions

- a. Hazardous Material: shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.
- b. Pervious: shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.
- c. Structure: (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities.
- d. Passive recreation: activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hunting, hiking, wildlife viewing, observing and photographic nature, picnicking, walking, bird watching, running/jogging, star gazing, and fishing. Passive recreation excludes mountain bikes, use of motorized vehicles, and horse-back riding, unless specified herein.

2. Subdivision of Lots and Use.

- A. No Lot shall be further subdivided so as to create two or more building sites nor shall any Lot be used as access to any adjoining land except another Lot. Notwithstanding the above, a 4' wide easement for foot and bicycle traffic along the common boundary line of Lot 1 and Lot 2 is permitted for the benefit of and appurtenant to the adjoining land of Robert W. Doane and Andrea E. Doane located at 180 Forest Street, Harwich, MA and described in deeds recorded in Book 1286 Page 654 and Book 1412 Page 465 and deed for Parcel B-1 recorded herewith.

B. There shall be no more than one (1) principal house or a two (2) family house that meets the requirements of the Harwich Zoning By-Law and such other buildings and structures permitted by the Town of Harwich Zoning By-Law on a Lot.

C. The Property shall not be used for business, professional, or industrial purposes that would require the storage of materials or public display of goods for sale shall be made, nor shall any advertising display be permitted. In no event shall the property be used for any purpose which might become detrimental to the neighborhood as a desirable residential area.

D. The back portions of each of Lots 1-7, as demarcated on the Plan with the line called "Limit of Disturbance", shall be maintained as habitat and open space providing habitat for the conservation of species listed pursuant to G.L. c.131A et. seq., which shall be considered the most important conservation purpose for which this land is to be protected in perpetuity (hereinafter "Forever Wild Areas").

a. **Prohibited Acts and Uses.** Within the Forever Wild Areas, the following acts and uses are prohibited:

- i. Constructing, placing, or allowing to remain any Structure on, above, or below the surface of the Forever Wild Area;
- ii. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
- iii. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Forever Wild Area;
- iv. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users;
- v. The application or use on the Forever Wild Area of fertilizers, fungicides, herbicides or pesticides in any quantity;
- vi. The planting, release, cultivation, maintenance, or other activity that would result in the introduction of plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community on the Forever Wild Area, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this grant, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;
- vii. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;

- viii. Animal penning^{N O T} or grazing; holding horses, pets, livestock, or domestic animals within a paddock^{A N}; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large on the Property; and the storage or dumping of manure or other animal wastes; any agricultural use;
- ix. The use, parking or storage of motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;
- x. The disruption, removal, or destruction of any stone walls or granite fences;
- xi. Conveyance of a part or portion of the Forever Wild Area alone, or division or subdivision of the Forever Wild Area (as compared to conveyance of the Forever Wild Area in its entirety which shall be permitted);
- xii. The disturbance in any fashion of the natural surface of the ground, including the organize litter layers of the soil, including downed trees and branches and rocks.

b. **Reserved Rights.** Notwithstanding any provisions herein to the contrary, Declarant reserves to itself and its successors and assigns the right to:

1. Establish, enforce, waive, alter and amend such additional rules, regulations, covenants, conditions and restrictions governing use of the Forever Wild Areas as not otherwise prohibited by these Protective Covenants and as allowed by applicable federal, state or local law or regulation;
2. Conduct or permit the following activities in the Forever Wild Areas if such acts do not materially impair significant conservation interest:
 - i. Selective cutting or pruning of trees and vegetation to maintain access to and over footpaths existing at the time of the recordation of this Protective Covenant and located thereon;
 - ii. For protection of persons and property from imminent risks or harm or damage to persons and structures;
 - iii. Construction fences or necessary boundary markers on Forever Wild Areas; and
 - iv. Creation of a 4' wide foot path located along the common boundary line of Lot 1 and Lot 2. Further, the Declarant shall be able to maintain the footpath through the selective cutting or pruning of trees and vegetation, the use of gravel, and the installation of a split rail fence along the sides of the above referenced footpath. The Declarant may mow within the area of the footpath between October 15th and April 15th and may use a string trimmer within the area of the footpath from August 1st to May 31st.

c. **Monuments and Signage.** The Declarant and the Declarant's Successors shall maintain in good condition any, bounds, monuments, markers and signs shown on the Plan, demarcating the boundaries of the Forever Wild Areas, and shall repair and or

replace said monuments and signage on an as needed basis. Bounds, monuments, markers and signs shall not be removed, covered, obstructed, or altered without review and written approval by the MA Division of Fisheries and Wildlife, Natural Heritage Endangered Species Program (ATTN: Regulatory Review, NHESP 06-20086, 1 North Drive, Rabbit Hill Road, Westborough, MA 01581) (the "Division").

d. **Enforceability.** The Declarant and the Declarant's Successors and assigns shall have the authority and right to enforce these restrictions.

e. **Incorporation Into Deeds, Mortgages, Leases and Instruments of Transfer.** Declarant and Declarants successors and assigns, including all subsequent owners of the Forever Wild Areas, shall incorporate these restrictions, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Forever Wild Areas or any portion thereof is conveyed. Any such deed, mortgage, or other interest purporting to convey any portion of the Forever Wild Areas without including these restrictions in full or by reference shall be deemed and taken to include these restrictions in full even though said restrictions is not expressly described or referenced therein.

3. **Building Approval.** No structure of any kind, whether residence, accessory building, tennis court, swimming pool, or other improvements of any kind, name or nature shall be erected, constructed, moved onto, maintained, or allowed to stand or be in or on any Lot, nor shall any additions to or alteration to the exterior of a structure be made unless complete architectural and site plans, including specifications and plot plans therefore, showing the exterior design, height, building material, and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the location of and the general plan of landscaping, fencing, walls and windbreaks, grading plan, the location of all gas, water, and other utility lines or wires and the location of all proposed sewage disposal systems and all components therefore on the Lot shall have been submitted to and approved in writing by the DECLARANT or Donovan Building Corp., as agent for the DECLARANT. It is the intent of this to require that structures be in good taste, in harmony with the quality of nearby structures, and that they fit the site. The approval of building plans is solely the decision of the DECLARANT or Donovan Building Corp. Cape Cod or modified Cape Cod style architecture shall be required
4. **Exclusive Homebuilder.** It is intended that houses in Chloe's Path shall be constructed only by Donovan Building Corp. Lots may be sold to individuals, corporations, and/or partnerships, but all homes must be constructed by Donovan Building Corp.
5. **Utilities.** There is reserved to the DECLARANT the right to install or maintain or have installed and maintained all public utilities in, over, under, along and upon the Road as shown on the Plan; reserving also to the DECLARANT the right to grant easements to public service corporations for the installation and maintenance of such public utilities (water, sewer, telephone, electricity, gas, cable television and other utilities) and anchors and guys to support lines in said Road and on land adjacent thereto; and reserving also to

the DECLARANT ^{N O T} the right to grant an easement to the Town of Harwich to lay, relay, ^{N O T} construct, maintain, ^{A N} operate, inspect, repair, and replace ^{A N} and remove water mains, service pipes, and appurtenances thereto in, under, through, and over the said Road.

- 6. Roof Shingles.** Shall be CERTAINEED brand, LANDMARK Architectural style, WEATHERWOOD color on all buildings. ^{N O T}
- 7. Road(s).** Except as otherwise provided herein, every owner shall have a right of way and an easement of enjoyment for all purposes for which roads are commonly used in the Town of Harwich, with all others who are or may become lawfully entitled thereto, in, over, and upon the Road, without rights of parking motor vehicles thereon, which right and easement shall be appurtenant and shall pass with the title to every Lot, subject to this Declaration. Lot Owners and their guests may on a temporary short-term basis, but in no event overnight, park motor vehicles on the Road in the area immediately adjacent to the Lot Owner's Lot. ^{A N}
- 8. Boats, Automobiles, Trailers, Campers, & Commercial Vehicles.** No boats exceeding twenty (20') feet in length, no unregistered automobiles, automobile parts, mobile homes, trailers, or campers shall be placed or stored on or about any lot unless garaged and unexposed to public view. No repair work on any vehicle of any nature is to be undertaken except within a garage and to the extent permitted in accordance with the Town of Harwich By-Laws. Except for service deliveries and contractors or repairmen and then only on a temporary basis while working at a Lot, no commercial vehicles shall be parked on any Lot or the Road unless parked within an enclosed garage or basement.
- 9. Animals.** No animals of any kind may be kept or maintained except domestic household pets, unless with the written approval of the DECLARANT or Donovan Building Corp., and confined within the area of the Lot.
- 10. Trees.** No live trees of more than four (4") inches in diameter at a four (4') foot height shall be removed without approval of the DECLARANT, except as necessary for building construction and the footpath along the common boundary of Lot 1 and Lot 2.
- 11. Trash.** All garbage, trash, and rubbish placed outdoors shall be kept in covered containers, screened from public view. No garbage, trash, or rubbish shall be burned on any lot outside of the confines of any building. The burning of leaves outdoors is prohibited.
- 12. Laundry.** All exterior laundry drying facilities shall be screened from public view by suitable enclosures, screens, or planting(s).
- 13. Fuel Storage.** No tank for the storage of fuel may be maintained in, on, or under any lot unless contained in a structure and in a location approved in writing by the DECLARANT and further only to the extent permitted by law. Tanks used to fuel outdoor grills will be excluded from this restriction.

14. Building Materials. No building material of any kind or character shall be placed or stored upon any Lot until the Lot Owner is ready, willing, and able to commence construction.

15. Miscellaneous Restrictions.

a. No mechanical, mercantile, or manufacturing business or trade of any kind shall be carried on or upon any Lot nor within any structure on a Lot and no hospital, rest home, club, social organization, group home, day care, or educational institution of any kind, whether for elderly or children, shall be established or maintained thereon or therein; nor shall any illegal or offensive activity be carried on in or upon any building, Lot or the Road adjacent to any Lot, in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The practice of a profession or the maintenance of a home office as provided for in paragraph 1.B. shall include the service of the residents of the property only and no more than one non-resident employee, shall be conducted entirely within a structure on a Lot incidental and subordinate to the residential use and without in any manner changing the residential character of the Property or a building or buildings on a Lot.

b. No antennas, satellite dishes, so called, and windmills, shall be attached to any structure, including the roofs thereof, moved onto or maintained on or upon any Lot or on or from any structure on a Lot unless first approved in writing by the DECLARANT.

16. Signs. Without the written approval of the DECLARANT, no sign of any kind shall be displayed to the public view on any building or Lot except one (1) sign of not more than two (2) square feet in size denoting only the name of any resident living on such Lot and, on a temporary basis only, one (1) "For Sale"/real estate sign of not greater than four (4) square feet in dimension.

17. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

18. Excavations. Without the written approval of the DECLARANT, no excavation for stone, gravel, sand, or earth shall be made on any building Lot, except for the purpose of building previously approved improvements, grading, and landscaping, provided however, that the DECLARANT shall have the right to excavate and grade on any building Lots then owned by the DECLARANT and to remove material or deposit material thereon in connection with the work of laying out and improving the same.

19. Maintenance. Each Lot and each home, together with accessory structures and grounds, shall be maintained in a neat appearing manner by the owner.

20. Setback Restriction. Any house or garage built on Lot 1 or Lot 2 shall be located a minimum of thirty-five (35') feet from the property line of the abutting property owned

by Robert W. Doane and Andrea E. Doane, and located at 180 Forest Road, Harwich, Massachusetts and described in deeds recorded in the Barnstable Registry of Deeds in Book 1412 Page 465 and Book 1286 Page 654 (the "Doane Property"). This restriction shall be for the benefit of and appurtenant to the Doane Property and shall be enforceable by Robert W. Doane and Andrea E. Doane, and their successors and assigns.

21. Term of Restriction. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of DECLARANT, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded.

The Covenants and Restrictions of the Declaration associated with the Forever Wild Areas shall run with the Forever Wild Area, as defined herein, in perpetuity from the date of recordation in the Barnstable District Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Forever Wild Areas or claiming to have an interest with respect to said Forever Wild Areas as tenants, invitees, licensees or otherwise, and all of the respective heirs, successors, grantees, mortgages, assigns, agents, contractors, subcontractors and employees of the foregoing.

Furthermore, the terms and provisions and requirements of the Declaration of Restrictions ("Declaration") made by HFH Development, LLC dated August 9/9, 2016, and recorded herewith in the Barnstable Registry of Deeds in Book 29940, Page 267 with the attached Land Management Plan burdening Parcel B-1 shown on the plan recorded in Barnstable Plan Book 29940, Page 272 and owned by Robert W. Doane and Andrea E. Doane, shall be assumed by and be binding upon the Declarant and the Declarant's successor and assigns, at its sole cost and expense. The Declarant, its heirs, successors and assigns shall fully indemnify and save Robert W. Doane and Andrea E. Doane, and their successors and assigns, harmless from any and all costs, expenses, losses or damages, including but not limited to attorney fees, arising out of or in consequence of the Declarant's responsibility to comply with the terms and provisions of the Declaration including the Land Management Plan. The Declarant shall have no right to amend, release or waive this provision without the written consent of Robert W. Doane and Andrea E. Doane, their successors and assigns.

This Declaration of Restriction is hereby intended and declared to be in perpetuity and no re-recordation of this Declaration of Restriction under G.L. c. 184, ss. 23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Open Space, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restriction.

Notwithstanding anything inconsistent or to the contrary set forth above, the Division is hereby authorized to record and file any notices and/or instruments that the Division deems appropriate to assure the legal validity and enforceability in perpetuity of this Declaration of Restriction and the Declarant, on behalf of itself and its successors and assigns, hereby appoints the Division as its and their attorney-in-fact to execute, acknowledge, deliver and record any such notice or instrument on its and/or their behalf. Without limiting the foregoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the Division.

22. Amendments, Waivers, and Assignments of Rights. With the exception of 1.E (Forever Wild Area), the DECLARANT, from time to time, shall have the right to waive, alter, or amend any of the remaining provisions of these Restrictions, except the restrictions for the benefit of the Doane Property, if the DECLARANT, in DECLARANT's sole judgment, deems it necessary or equitable to do so; and any such waiver, alteration or amendment may apply to one or more of all of the Lots as the DECLARANT in any such waiver, alteration, or amendment states. When the DECLARANT owns no Lots, these Restrictions, except for the restrictions benefitting the Doane Property, may be amended by recording at the Barnstable County Registry of Deeds a certificate of vote certifying that these Restrictions have been amended by the Owners of 2/3 or more of the Lots as shown on the Plan.

Waiver, alteration, amendment or the like of 1.E (Forever Wild Area) may only occur by the DECLARANT with assent in writing by the MA Division of Fisheries and Wildlife, Natural Heritage Endangered Species Program (ATTN: Regulatory Review, NHESP 06-20086, 1 North Drive, Rabbit Hill Road, Westborough, MA 01581). The MA Division of Fisheries and Wildlife's has the right to refuse any declarations that does not forward the purposes of the MA Endangered Species Act. Any waiver approved by the Division shall be recorded at the Barnstable County Registry of Deeds in the chain of title on the relevant portion of the Property.

23. Remedies. These Protective Covenants are made for the benefit of the DECLARANT, its successors and assigns, (and where applicable for the benefit of Robert W. Doane and Andrea E. Doane) and after the DECLARANT owns no Lots, then for the benefit of any and all persons or legal entities who may own any of the Lots and who shall derive title from or through the DECLARANT, its successors and assigns. The DECLARANT, and after the DECLARANT owns no Lots, the Association, shall specifically have the right to prevent or stop the violation of any restriction by injunction or other lawful remedy, and to recover any damages resulting from such violation. Further, Robert W. Doane and Andrea E. Doane shall have the right to enforce the restrictions that are for the benefit of the Doane Property.

24. Invalidity. If any easement, covenant, restriction, or agreement or part thereof, or any charge herein contained should be held invalid by any court, such invalidity shall in no way affect any other covenant, restriction, agreement or charge herein contained.

25. **Development.** ^{N O T} These restrictions shall not operate in any way nor shall they be ^{N O T} interpreted to restrict DECLARANT or any person, firm, or corporation acting on behalf of said DECLARANT in the development and sale of the lots contained in the Plan, or in any enlargements to the parcel, inclusive of the right to erect signs and offices.

26. **Enforcement By Declarant.** ^{N O T} The DECLARANT may ^{N O T} appoint or delegate an agent, agents, corporation, or association to carry out any and all of the foregoing restrictions as to enforcement, approval, privileges, rights and other matters, said appointment to be in writing duly recorded in the Registry of Deeds for Barnstable County. The DECLARANT may delegate or assign all responsibility relating to the foregoing restrictions as to enforcement, approval, privileges, rights, and other matters, to any individual or association without recourse provided, however, that the members of the association include, or the individual be, an owner of one of the Lots which is subject to the terms of these restrictions.

27. **Special Provisions Associated with the Forever Wild Areas for the MA Division of Fisheries and Wildlife.**

- a. **Enforcement.** The MA Division of Fisheries and Wildlife acting through its Natural Heritage & Endangered Species Program shall, jointly with the DECLARANT or severally, enforce any provision of this restriction that applies to the Forever Wild Area; and are a benefitted party.
- b. **Access.** The Division shall have the right to enter the Forever Wild Areas, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the area to determine compliance with this Chloe Path Protective Covenants; (ii) enforcing this Chloe Path Protective Covenants; and (iii) taking any other action which may be necessary or appropriate.

The Division shall have the right to bring proceedings at law or equity against any party or parties violating or attempting to violate the terms of this Declaration of Restriction to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Forever Wild Area adversely affected, after providing written notice to such party or parties and all mortgagees of record if the names and addresses of such parties and mortgagees have been provided in writing to the Town and the Division.

- c. **Severability.** If any court or other tribunal of competent jurisdiction determines that any provision of this Chloe Path Protective Covenants is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

d. **Non-Waiver.** Any election by the Town and/or the Division as to the manner and timing of its right to enforce this Chloe Path Protective Covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

e. **Amendment and Release.** No amendment or release of this Chloe Path Protective Covenants that relates to the Forever Wild Area shall be effective unless it has been approved in writing by the Division [hereinafter the Division Approval and said amendment or release and the requisite Division Approval has been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

28. **DECLARANT.** HFH DEVELOPMENT, LLC shall have all of the rights of enforcement, waiver, and any and all other rights, as the DECLARANT in and under the Declaration of Protective Covenants.

In witness whereof, I, Peter B. Donovan, Manager of HFH DEVELOPMENT, LLC, hereunto set my hand and seal this 16 day of September, 2016.

HFH DEVELOPMENT, LLC

By: Peter B. Donovan, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 16th day of September 2016 before me, the undersigned notary public, personally appeared Peter B. Donovan, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was Ma Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are true and accurate to the best of his knowledge and belief.



Notary Public - William F. Riley
My Commission Expires: 5-11-23

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Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

Jack Buckley, Director

July 22, 2016

NOT AN OFFICIAL COPY NOT AN OFFICIAL COPY

HFH Development LLC
PO Box 612
North Chatham, MA 02650

Quivet Neck Realty Trust
c/o Louis Seminara
Seminara Construction Co., Inc.
Box 1219
South Dennis, MA 02660

Applicant: Peter Donovan, HFH Development LLC
Project Location: 0 Forest Street, Harwich (between 211 & 225 Sisson Road)
Barnstable Registry of Deeds, Book 17492, Page 70
(the "Property")
Project Description: Construction of a proposed residential subdivision (7 houses)
NHESP File No.: 06-20086

Dear Applicant:

The Massachusetts Division of Fisheries & Wildlife's Natural Heritage & Endangered Species Program (the "Division") previously received a MESA Project Review Checklist, project plans, and other required materials for review pursuant to the Massachusetts Endangered Species Act (MGL c.131A) and its implementing regulations (321 CMR 10.00) (MESA).

The Division has determined that the proposed project is located within the mapped *Priority Habitat* of the Eastern Box Turtle (*Terrapene carolina*), state-listed as "Special Concern" according to the Massachusetts Natural Heritage Atlas (13th Edition). This species and its habitats are protected pursuant to the MESA. A Fact Sheet for this species can be found on our website, www.mass.gov/nhESP.

The Division issued a determination for an eight-lot cluster subdivision on this Property (issued October 27, 2009). The Applicant recently submitted revised, preliminary site plans to the Division for review pursuant to the MESA, in which the project has been revised to a conventional seven-lot subdivision (Attachment 1). The Applicant also proposes the permanent protection of Lot 9 and Lot 8 as open space and wildlife habitat. Lots 8 will be conveyed to the Harwich Conservation Commission. Parcel B-1 (Attachment 3) will be conveyed to an abutter subject to a Division-approved Declaration of Restriction. The Division has determined that the revised seven-lot conventional subdivision, as shown on the revised preliminary site plans (Attachment 1), must be conditioned in order to avoid a prohibited "take" of state-listed species (321 CMR 10.18(2)(a)). The following conditions must be met:

1. Final Site Plan(s): Prior to the start of work, the Applicant shall submit final site plan(s) for the Division's review and approval for the entire property. Final site plan(s) shall include Lots 1-9 and www.mass.gov

Parcel B-1. The final site plan(s) shall show proposed permanent and visible monuments/bounds along the approved limits of work, including monument locations and design details (e.g., granite post, iron stake, cement post, etc.; measurement, height above ground, etc.). Signs shall be located between the individual house lots and the open space parcels.

(a) Prior to sale, transfer or change in ownership from the Applicant, the monuments/bounds and signs shall be installed as indicated in the Division-approved monumentation plan and detail. Said monuments shall be maintained and repaired or replaced by the owner of the residential lot, as necessary.

(b) Prior to sale, transfer or change in ownership from the Applicant, the signs between the lots and open space shall be installed.

2. **Recordation:** Prior to the start of work, the Applicant shall record the below-indicated documents in the Barnstable County Registry of Deeds or the Land Court for the district in which the Property is located. The Applicant shall provide the Division with proof of said recordation within five (5) business days of recording.
- (a) **MESA Determination:** This determination shall be recorded so as to become a record part of the chain of title for the Property.
 - (b) **Final Site Plan:** After review and approval by the Division, the final site plan(s) shall be recorded so as to become a record part of the chain of title for the Property.
 - (c) **Deed for Lot 8:** The Applicant shall record the deed, as approved by the Division by email on May 20, 2016, showing proof of conveyance of Lot 8 to the Harwich Conservation Commission.
 - (d) **Deed and Declaration of Restriction for Parcel B-1:** The Applicant has elected to convey Parcel B-1 to an abutter, but we note this was not a Division requirement. If the Applicant does, in fact, elect to convey Parcel B-1 to the abutter, then the Applicant shall:
 - Provide proof of recording the Division-approved deed and Declaration of Restriction, last reviewed by email on 6/28/2016, and final site plan(s) so as to become a record part of the chain of title for Parcel B-1. The final site plan for Parcel B-1 shall be consistent with Attachment 3 referenced below.
 - The Division notes that the Declaration of Restriction allows, for a limited time, for the limited planting of native shrubs as well as limited vegetation management around the pump house and within the "Native Shrub Area."
 - (e) **Chloe's Path Protective Covenants:** The Applicant shall submit a final draft of the "Chloe's Path Protective Covenants" (last revision reviewed by the Division dated 4-6-2016, edited and sent from the Division to Attorney Norcross on May 11, 2016) to the Division for review and approval. Upon receiving written approval by the Division, the Applicant shall provide proof of recording said Covenants so as to become a record part of the chain of title for the Property, excluding Parcel B-1.
3. **Turtle Protection Plan (Attachment 2):** All work shall be conducted in compliance with the 2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan referenced below (Attachment 2), unless otherwise approved in writing by the Division.
4. **Symbolic Flagging:** Prior to the start of work, symbolic flagging shall be erected around the limits of work shown on the revised preliminary site plans (Attachment 1; which is cross-hatched and labeled as "Limits of Potential Disturbance") and maintained throughout the construction period. Upon completion of all construction activities and site stabilization, said flagging shall be removed and properly disposed of. Permanent bounds, see Condition 1, shall be installed.

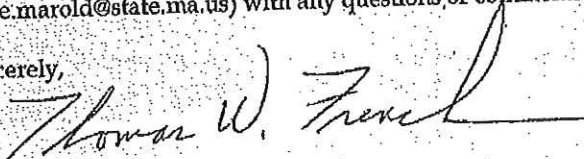
5. **Compliance Report:** Within thirty (30) days of completing construction of each of the seven (7) residential house lots, the Applicant shall file a brief written report to the Division confirming that all exterior work is complete on the indicated lot.
6. This determination shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act (WPA) Regulations (310 CMR 10.37, 10.58(4)(b), 10.59). If the Conservation Commission requires additional Notice of Intent filings (e.g., for each house lot), the Division must receive a copy of those filings for review pursuant to the rare wildlife provisions of the WPA (310 CMR 10.59).

Provided the above-noted conditions are adhered to and there are no changes to the final, Division-approved site plans and associated work, this Project will not result in a "take" of state-listed species. The Division notes that any future projects or activities proposed on the Property which are (a) located outside of the approval of the Limit of Work shown on the site plan, (b) not exempt from review pursuant to 321 CMR 10.14, and (c) located within mapped Priority Habitat as indicated in the Massachusetts Natural Heritage Atlas, will require review by the Division pursuant to MESA. Furthermore, 321 CMR 10.16 provides that projects shall not be segmented or phased to evade or defer the review requirements under MESA. If the Division determines, based on the considerations provided for in 321 CMR 10.16, that a future project or activity proposed on the Property is part of a larger common project or scheme, it may evaluate the cumulative impacts of the existing and proposed segments of the common project when reviewing the future proposed project or activity pursuant to MESA.

This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the plans referenced above may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please do not hesitate to contact Misty-Anne R. Marold, Senior Review Biologist, at (508) 389-6356 (misty-anne.marold@state.ma.us) with any questions or comments you may have.

Sincerely,



Thomas W. French, Ph.D.
Assistant Director

cc: William A. Manganiello, Law Offices of William A. Manganiello (lawyerone@tmlp.com)
Scott Egart, AECOM

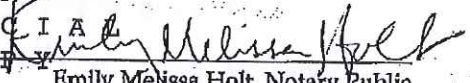
Documents Attached:

Attachment 1:	PRELIMINARY GRID SUBDIVISION PLAN SHOWING PROPOSED LIMIT OF ACTIVITY, Conceptual Plan of Land in Harwich, Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015).
Attachment 2:	2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan, Sisson Road, April 5, 2016
Attachment 3:	Approval Not Required Plan of Land in Harwich Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015). Parcel B-1 will be reserved for limited use by the landowner for planting and management of native shrubs.

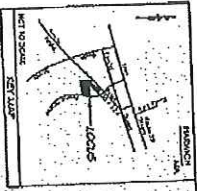
NOT
On this 22nd day of July, 2016, before me, the undersigned notary public, personally appeared Thomas W. French, Ph.D., Assistant Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

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Emily Melissa Holt, Notary Public
My Commission expires: July 28, 2017





CHANGES OF RECORD:
 THIS PLAN IS SUBJECT TO THE PROVISIONS OF THE ZONING ORDINANCE AND THE ZONING COMMISSION. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ZONING COMMISSION AND THE BOARD OF ZONING ADJUSTMENTS.

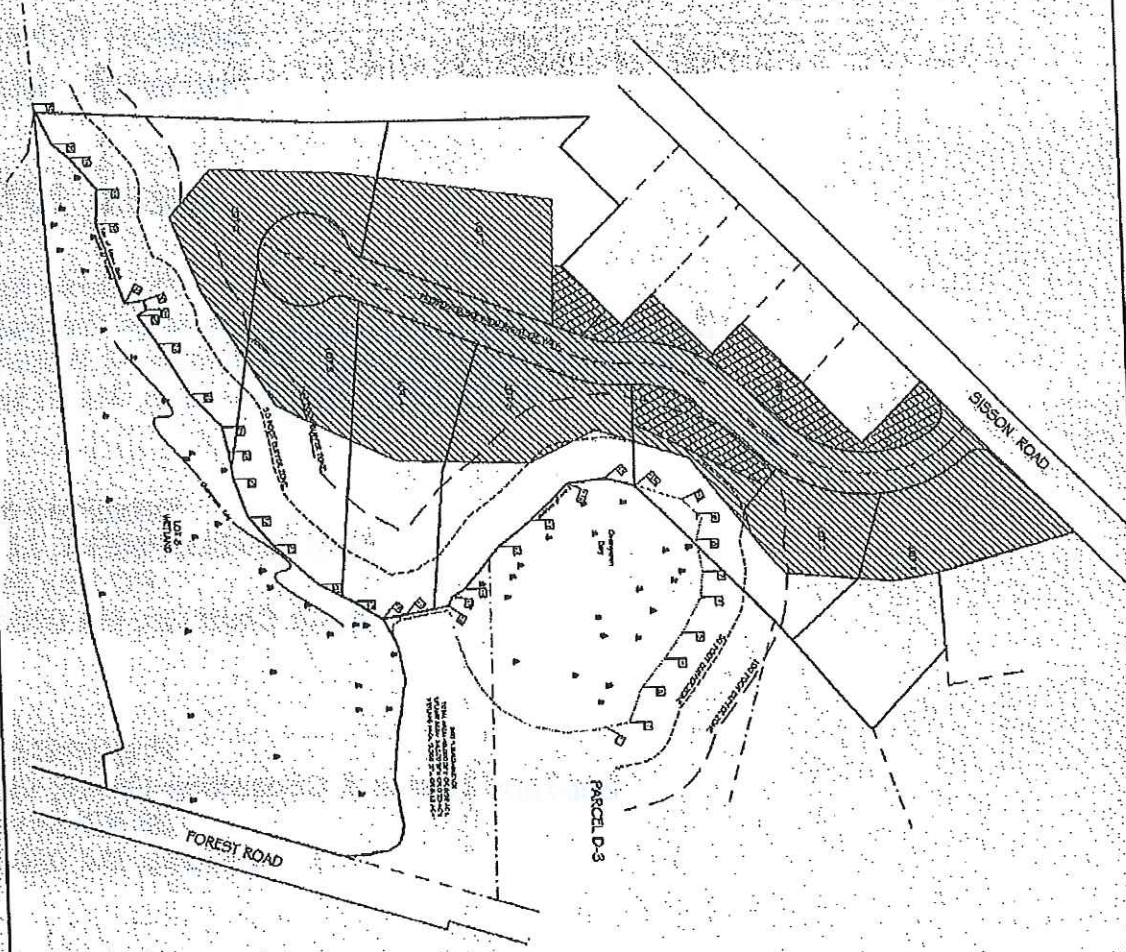
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AREA CALCULATIONS:

TOTAL PROJECT AREA 132.1 ACRES
 TOTAL URBAN AREA 172,150 SQ FT
 TOTAL URBAN AREA 172,150 SQ FT
 AREA OF LOTS 17 (FOR NON-RES) 7,774 SQ FT
 AREA OF MANUFACTURER CONSTRUCTION 50,187 SQ FT
 TOTAL OF DISTRICTED LOTS AND ROAD 222,450 SQ FT
 TOTAL OFFICE SPACE (MANUFACTURER CONSTRUCTION) 50,187 SQ FT
 TOTAL OFFICE SPACE (OFFICE) 172,150 SQ FT

URBAN BROWN SPACE PROVISION: 448' x 100' x 50'
 TOTAL URBAN BROWN SPACE 172,150 SQ FT
 TOTAL URBAN BROWN SPACE (FOR OFFICE) 172,150 SQ FT
 TOTAL URBAN BROWN SPACE (FOR MANUFACTURER CONSTRUCTION) 50,187 SQ FT



DONOVAN BUILDING CORPORATION
 ARCHITECTS
 1575 MAIN STREET - FORT VALE, FLORIDA 32033
 (904) 246-8888

J.M. O'BRIEN & ASSOCIATES, INC.
 ENGINEERS
 1575 MAIN STREET - FORT VALE, FLORIDA 32033
 (904) 246-8888

SCALE: AS SHOWN ON THE PLAN. ALL DIMENSIONS ARE IN FEET AND INCHES. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO FACE.

NOT OFFICIAL COPY NOT OFFICIAL COPY
**2016 EASTERN BOX TURTLE NESTING HABITAT
IMPROVEMENT & MANAGEMENT PLAN**

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OFFICIAL
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Sisson Road

**Sisson Road
Harwich, MA**

April 5, 2016

**Prepared for:
Natural Heritage & Endangered Species Program
Massachusetts Division of Fisheries & Wildlife
North Drive, Westborough, MA 01581**

**Submitted to:
HFH DEVELOPMENT, LLC
PO Box 612
North Chatham, MA 02650**

**Prepared by:
EcoTerra Design & Consulting Group, LLC
26 Hill Street
Medway, MA 02053**



N O T
A N
O F F I C I A L

1. MESA History

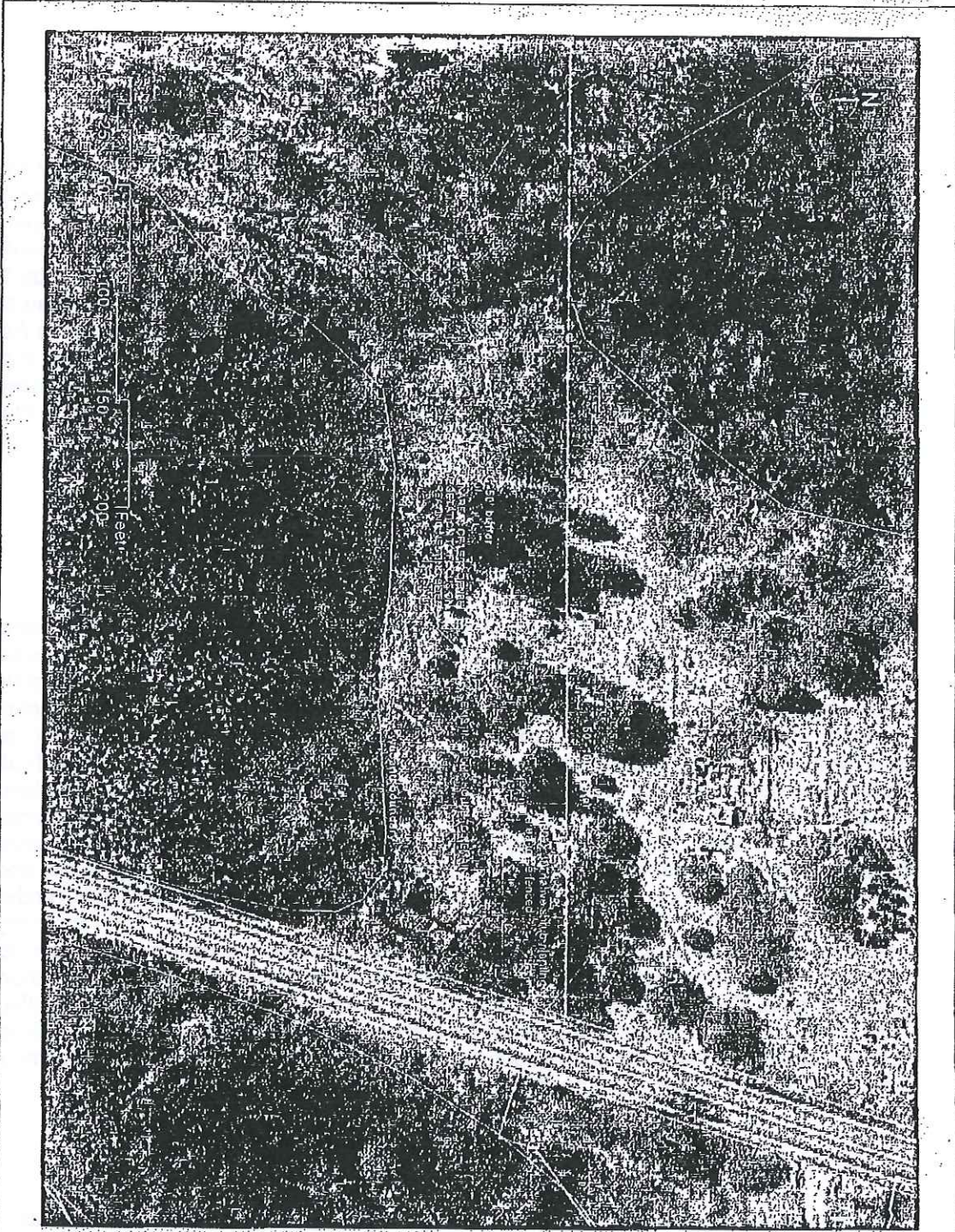
The proposed development project has a history dating back to 2006, whereby the Owner's consultants (ENSR) engaged in habitat evaluations and subsequent negotiations with the MA NHESP in order to develop a suitable conservation plan associated with the proposed housing development plan that would ensure a net benefit to the Eastern Box Turtle (*Terrapene carolina*). In 2009 the Owner's consultants (AECOM) worked with NHESP review biologists in order to further define this plan to avoid a "take" of rare species as defined in the Massachusetts Endangered Species Act regulations (MESA; 321 CMR 10.18(2)(a)). At that time the NHESP had determined that the submittal of an Eight Lot cluster Subdivision had sufficiently avoided and minimized impacts to allow for a "no take" decision provided that certain conditions were met including developing and conducting a one-time management of the areas shown on the plan as "pump house" area to improve nesting habitat for the eastern box turtle.

2. Site Description

The project site is located off of Sisson Road in Harwich, Massachusetts and falls within NHESP Priority Habitat (PH 1424) and Estimated Habitat (EH 19) for the state-listed species of Special Concern, the Eastern Box Turtle (*Terrapene carolina*). The site totals approximately 13.2 acres of predominantly pine-oak forest with significant forested wetland areas. The area of interest pertaining to the proposed nesting habitat improvements is located adjacent to Forest Street, with a large palustrine scrub-shrub wetland bordering it to the south. The area is best described as old-field and upland scrub-shrub habitat. This plan proposes to enhance the old-field and scrub-shrub area located off of Forest Street in order to make the habitat a more favorable nesting area for turtles. And while there are some portions of the habitat with suitable exposures and soils, the area is rapidly succeeding to old-field growth that would eventually render much of the habitat unsuitable for nesting turtles. Plant succession is a naturally occurring ecological process in most habitat types, however old-field habitats tend to succeed at rapid rates and the habitat can change significantly over a relatively short period of time. This can result in the rapid loss of areas once suitable for turtle nesting sites. A vegetation management plan will be implemented and turtle nesting sites will be created at various locations throughout the area in order to provide enhanced or new nesting habitat for turtles more conducive to the proposed project design.

3. Habitat Improvement

The Eastern Box turtle is a habitat generalist and regularly utilizes a variety of habitats throughout their annual life cycle to meet feeding, nesting, hibernation, dispersal and thermoregulation / hydration needs. One of the more important, and often scarce, habitat types required for successful life-history completion is the presence of early successional habitats with sparse grasses, shrubs and sandy/gravelly soils devoid of



**SISSON ROAD DEVELOPMENT
HARWICH, MA**

SCALE: AS NOTED

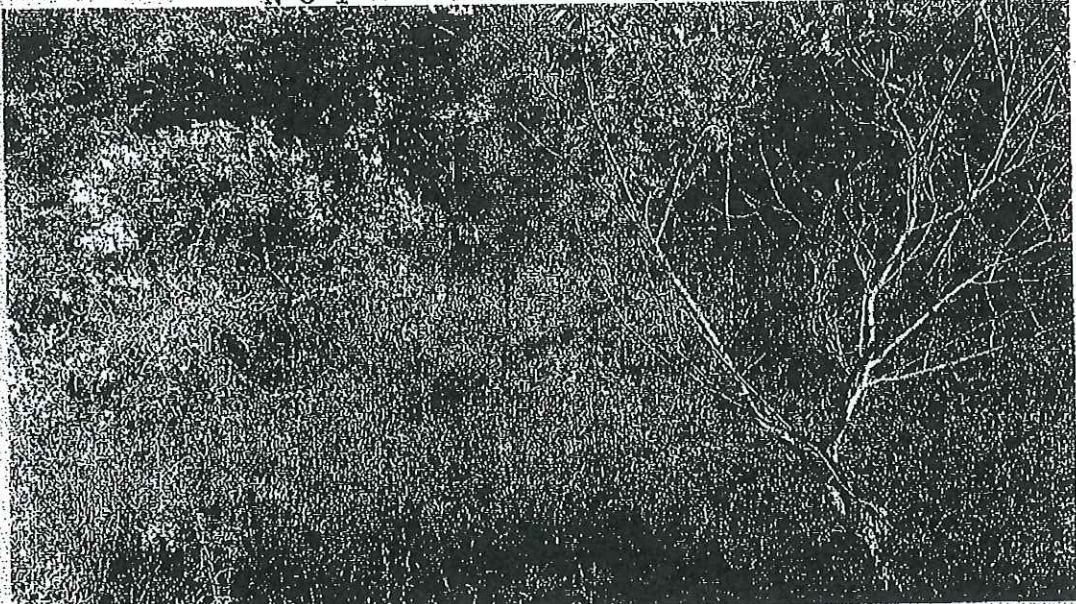
PROPOSED NESTING HABITAT MANAGEMENT PLAN

EcoTerra Design & Consulting, LLC
28 Hill Street / Medway MA 02053

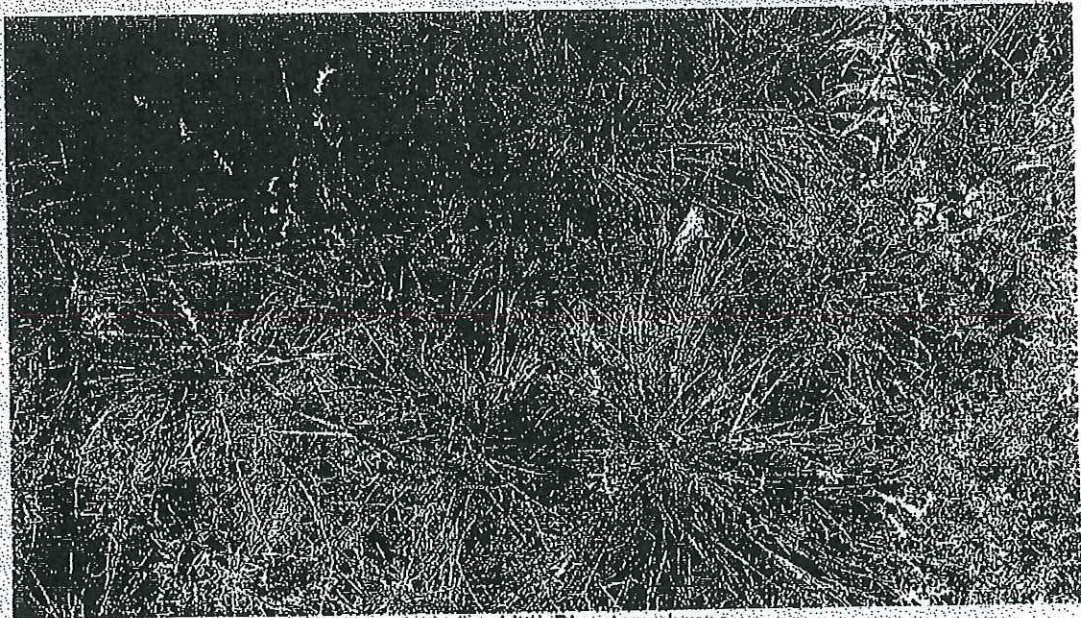
Data Courtesy MassGIS 2009 / NAD83 Massachusetts Mainland

N O T

N O T



View of typical Zone 2 vegetative cover.



Close up view of Zone 2 ground cover including Little Bluestem clumps.

N O T

N O T

Within Zone 2 there is a proposed planting area (See figure) that will be allocated to the landowner donating the land to this restriction. This area will be approximately 30-foot by 100-foot and will begin at the northeast corner of the management parcel. The boundaries will run along the Owner's northern property line, Forest Street, and two lines within the management parcel (See figure, plan). The area is proposed for planting of native shrub species by the Owner, and will be fenced upon completion with a post-and-rail type fence in order to demarcate the area. Though native, some shrub species such as *Rosa rugosa* can be very aggressive with a propensity to spread through runners. Any of the planted native shrubs that are grown within the fenced garden area will be subject to mowing or management should they spread outside the fenced area. The area within the fence garden area will not be subject to mowing or management other than as listed in this Plan and the Declaration of Restriction. There is also an existing pump house / shed within this area that will remain on the property. The structure most likely dates back to the historic cranberry bog operation. While it is not clear at this time, there appears to be a water source that continually flows through the plumbing in the structure; possible as part of a stormwater management structure. A 10-foot vegetative clearing buffer will be maintained around the structure.

4. Management Practices / Turtle Protection

Techniques

There are several methods typically utilized for vegetation management during restoration work. These include both manual and mechanical methods. The amount and/or size of vegetative cover to be removed will determine which methods are utilized. Saplings and larger shrubs will initially be removed with chainsaws, while smaller shrubs and grasses can often be mowed or cut with hand tools prior to scarification of the soil surface. Small shrubs will also be removed mechanically with lightweight low impact machinery such as a small excavator or tractor. Shrubs can either be chained and pulled, or sometimes removed with a thumb on the excavator bucket. All vegetative debris removed will be hauled from the area and properly disposed of.

Where scarification of the soil surface is required (primarily Zone 1), small areas will be cleared of root masses and vegetation. These areas will vary in size, though the general strategy will be to create several smaller nesting areas throughout Zone 1 so as to potentially help with predator avoidance. This will be accomplished with either a York rake pulled behind a tractor, or sometimes with careful stripping of the top layer with the bucket of an excavator. Scarification of the ground surface will remove any remaining organic debris such as leaf litter and accumulated topsoil, thus providing the bare sandy/gravelly soils preferred for turtle nesting areas. Final locations and sizes of the turtle nesting sites shall be dictated by the existing topography and location suitability, and determined after field visits with EcoTerra LLC, wildlife biologists. It is not anticipated that additional soils will need to be placed on the site, as the existing soils appear to be very suitable for nesting habitat.

N O T N O T

vegetation used during the nesting season. The area of habitat improvement has been broken down into two general zones (See figure); these areas within 0-50' (Zone 1) of the wetland boundary, and areas within the 50'-100' buffer to the palustrine scrub-shrub wetland. The habitat within the 0'-50' zone is generally much more dense with woody vegetation and is best described as a dense mid-to late-successional habitat. The dominant shrub layer consists of bayberry (*Myrica pennsylvanica*) and black huckleberry (*Gaylussacia baccata*). There are also some scattered saplings including eastern red cedar (*Juniperus virginiana*). The 50'-100' plus zone (Zone 2) is generally more open with sparsely distributed grasses such as little bluestem (*Schizachyrium scoparium*) covering the ground, and areas of exposed soils suitable for nesting (See photos below). There are also scattered stands of trees including pitch pine (*Pinus rigida*) and eastern red cedar (*Juniperus virginiana*). Detailed descriptions of habitat management practices are described below.

Zone 1 (0-50 foot)

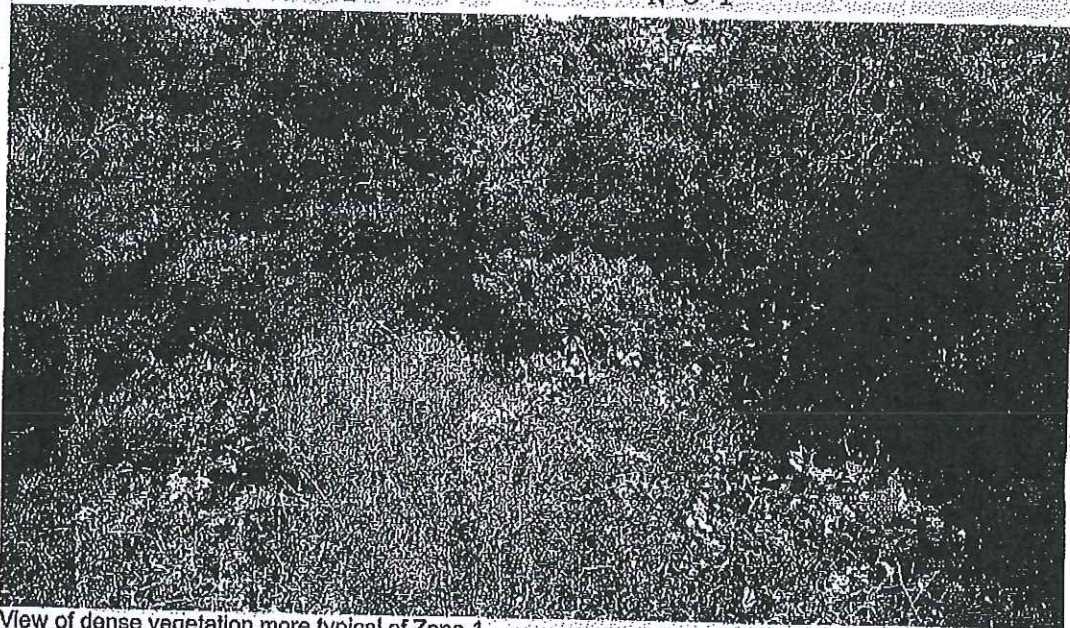
In order to be sensitive to the adjacent wetland, and protect wetland functions and values, habitat management activities in this zone will not result in greater than 25% removal of existing vegetation. This will result in a 75% vegetative coverage upon completion of the habitat management activities in this zone. Vegetation removal will be strategically targeted based on overall habitat context and presence / absence of existing vegetation. For example, areas already thinner in vegetation may be targeted so as to result in less overall disturbance to the adjacent wetland. These areas will also be scarified in order to remove existing root masses and provide a more exposed soil suitable for nesting. These scarified areas will be approximately 6-foot in diameter. The goal will be to open up approximately 25% of the zone in order to provide suitable nesting spots. Additionally, these openings will also provide improved dispersal and or staging areas for turtles to or from the more suitable nesting areas located in Zone 2. Areas generally targeted for vegetative clearing and/or scarification can be seen in the accompanying plan (See figure).

Zone 2 (50-100+ foot)

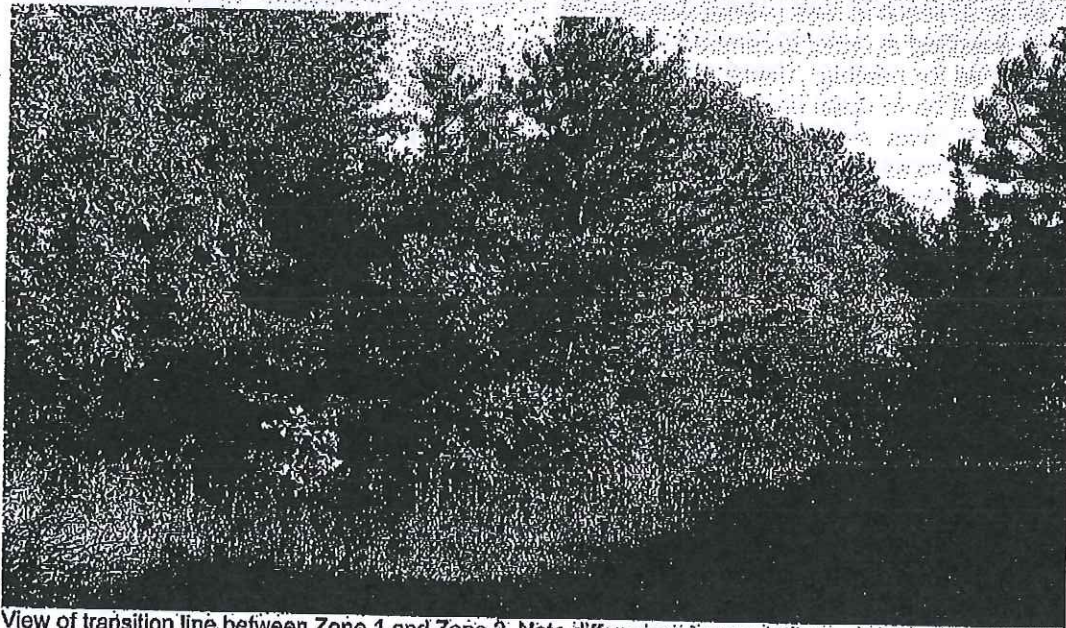
This zone already contains suitable soils for nesting habitat and does contain many open exposed areas already. There are stands of successional tree species such as the eastern red cedar and pitch pine, along with field grasses such as little bluestem. Since this region generally provides the best nesting habitat potential, efforts will be focused within this region and the level of enhancement will be greater given the distance from the wetland resource. Based on current recommendations from the MA NHESP, the total cover including native grasses, sedges, and low growing shrubs should not exceed 50% of the nesting area. Furthermore, woody shrubs should not comprise greater than 10% of the nesting area or be allowed to exceed 24 inches in height. Management guidelines recommend an open-canopy area; therefore all shrubs and trees (< 4 inch diameter) will be removed from Zone 2. Scarification of soils should not be necessary in this zone as there are ample areas with exposed soils already. Should it be determined during the fieldwork that any areas would benefit from soil scarification, this would be conducted at that time.

N O T

N O T



View of dense vegetation more typical of Zone 1



View of transition line between Zone 1 and Zone 2. Note differences in vegetation.

N O T

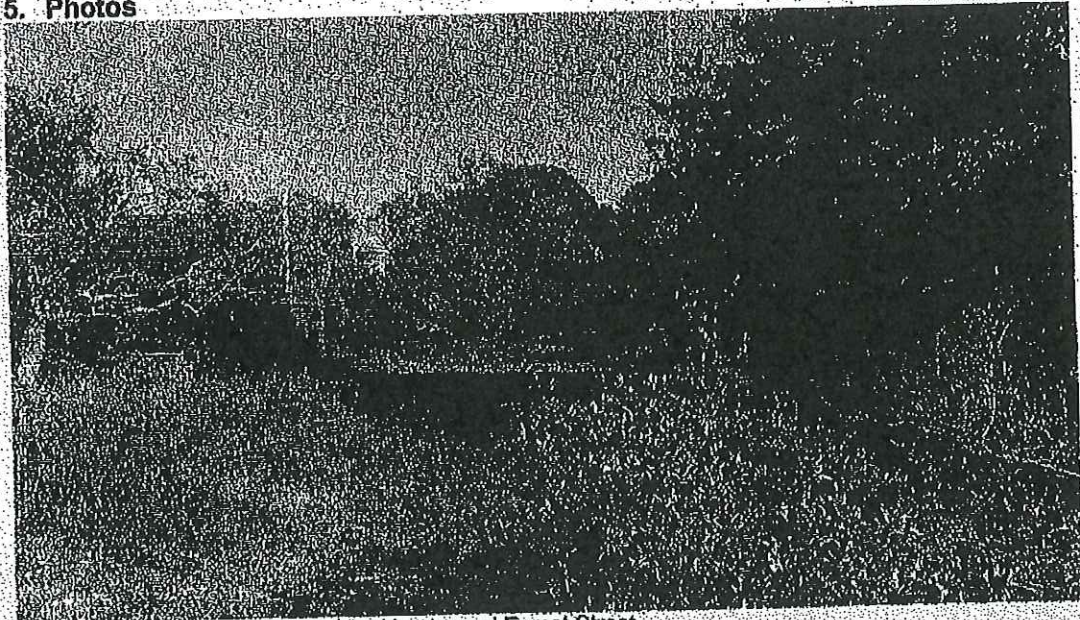
Timing of Work

The active season for the eastern box turtle is typically April 1st through November 1st, though this can vary during any given season. Therefore, any mechanical work proposed will take place during the period of inactivity, November 1st through April 1st. This will ensure that all measures have been taken to avoid any direct impacts to individual turtles. Furthermore, since the management area is not in close proximity to any of the potential turtle wintering areas, it is not expected that turtles would be utilizing habitat anywhere near the work area at that time. Manual activities such as pulling of shrubs or grasses, cutting of shrubs or saplings with hand tools, may be conducted during any time of the year. It is anticipated that the initial management activity will be completed within one week from start to finish.

Technical Oversight

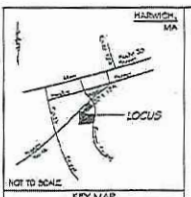
Prior to and throughout the habitat management, staff scientists from EcoTerra, LLC will provide oversight and conduct routine inspections to ensure all protective measures are followed and to ensure management practices fulfill the goal of nesting habitat enhancement. Following the completion of all management activities, a summary report will be submitted to the NHESP outlining the dates where activities occurred, management methods utilized, and representative photographs of the habitat management area. Furthermore, guidance for long-term management of the area will be provided to the Applicant / Owner in order to ensure the nesting habitat management goals are preserved and the area continues to function as valuable nesting habitat.

5. Photos



View of pump house and Zone 2 looking toward Forest Street

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OWNERS OF RECORD:
 LOUIS J. DONNAR, JR. TRUSTEE
 OLIVET LEAK READY TRUST
 DEED BOOK 17492 PAGE 70
 PLAN BOOK 205 PAGE 21
 ACCESSORY MAP 31, PARCELS 2-4

ARTHUR F. DONAG, JR.
 VIRGINIA DONAG
 DEED BOOK 1412 PAGE 465
 ACCESSORY MAP 31, PARCELS 2-3

CURVE TABLE

CURVE NO.	ANGLE	LENGTH	CHORD	CHORD BEARING	DELTA	DELTA BEARING
CC 1	25.00	144.11	144.11	T-42.00	25.00	144.11
CC 2	118.82	144.11	144.11	T-42.00	118.82	144.11
CC 3	50.00	144.11	144.11	T-42.00	50.00	144.11
CC 4	75.00	138.20	138.20	T-36.00	75.00	138.20
CC 5	135.00	131.62	131.62	T-32.00	135.00	131.62
CC 6	75.00	138.20	138.20	T-36.00	75.00	138.20
CC 7	135.00	131.62	131.62	T-32.00	135.00	131.62
CC 8	200.00	142.07	142.07	T-36.00	200.00	142.07
CC 9	175.00	137.46	137.46	T-32.00	175.00	137.46
CC 10	75.00	138.20	138.20	T-36.00	75.00	138.20

BOARD OF APPOINTMENTS:
 ACCEPTS THE PRELIMINARY PLAN OF SUBDIVISION AND RECOMMENDS THE RECORDATION OF THIS PLAN TO THE REGISTER OF DEEDS.
 HARMICH TOWN CLERK

Date April 26, 2016
 I, Arthur N. Donnan,
 CLERK OF THE TOWN OF HARMICH, HEREBY CERTIFY THAT THE
 NOTICE OF APPEAL OF THIS PLAN BY THE PLANNING BOARD
 HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO
 NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS
 NOTIFIED BY THIS NOTICE AND RECEIVING OF SAID NOTICE.
Arthur N. Donnan
 HARMICH TOWN CLERK

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN WAS PREPARED
 IN ACCORDANCE WITH THE RULES AND
 REGULATIONS OF THE REGISTRARS OF
 DEEDS EFFECTIVE JANUARY 1, 1976 AND
 AMENDED JANUARY 7, 1989.

DATE 4/26/16

PROFESSIONAL SEAL

PRELIMINARY PLAN DATE OF APPLICATION: 10/20/15
 DATE OF APPROVAL: 11/11/15
 DEFINITIVE PLAN DATE OF APPLICATION: 4/26/16
 DATE OF APPROVAL: 4/26/16
 DATE OF SIGNING: 4/26/16

ZONING CLASSIFICATION

ZONE R-1 RESIDENTIAL-LOW DENSITY
 MINIMUM AREA 40,000 SF
 MINIMUM FRONTAGE 150 FEET
 FRONT YARD SETBACK 25 FEET
 SIDE AND REAR YARD SETBACK 10 FEET
 MAXIMUM BUILDING COVERAGE 15%
 MAXIMUM BUILDING HEIGHT 30 FEET
 MAXIMUM SHADE FACTOR 22

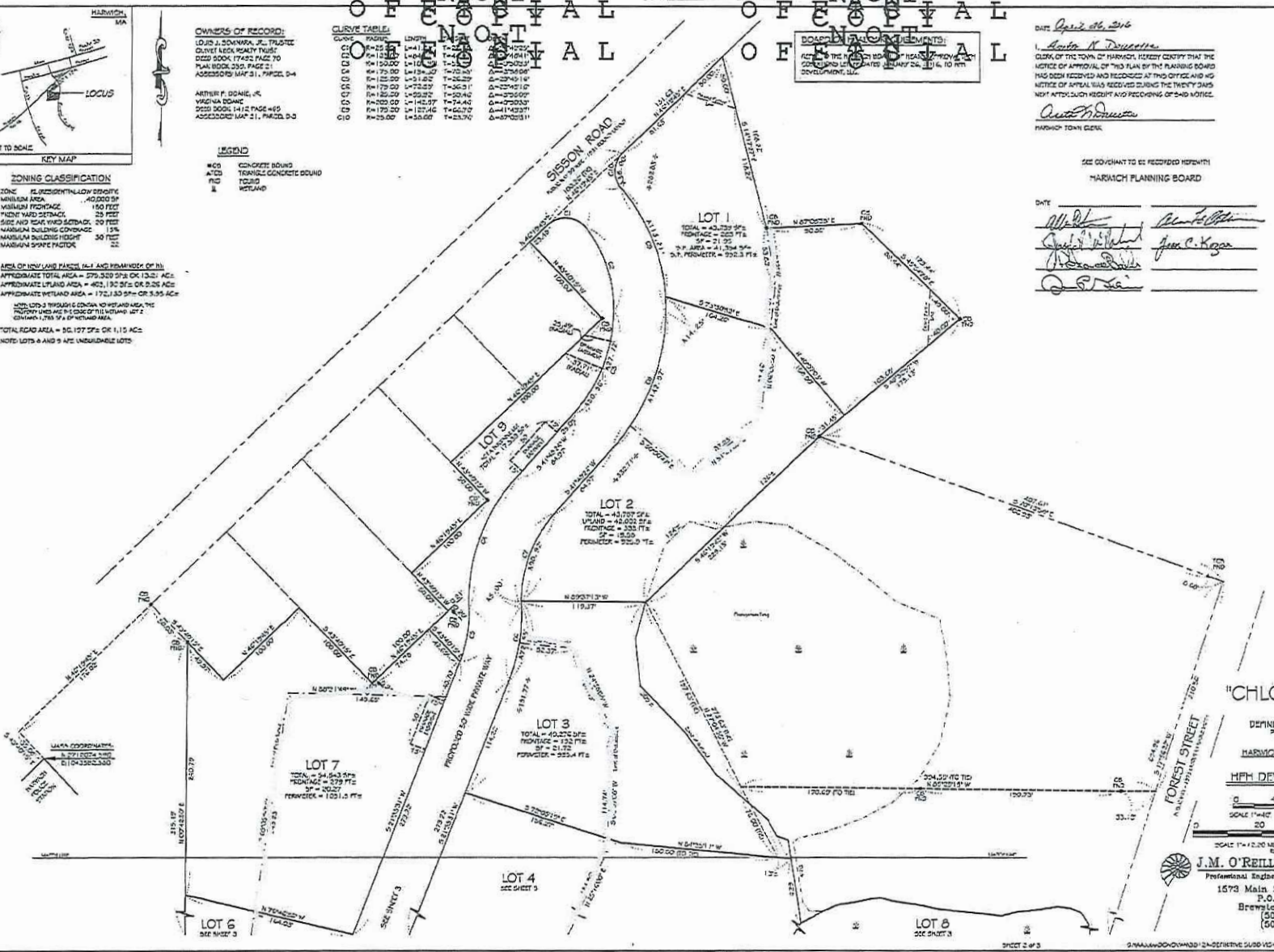
AREA OF LOW WAVE PAVEMENT (LWP) AND PERMANENCE OF PAVEMENT:
 APPROXIMATE TOTAL AREA = 275,329 SF OR 6.28 AC.
 APPROXIMATE LUPAV AREA = 463,130 SF OR 10.56 AC.
 APPROXIMATE WETLAND AREA = 172,133 SF OR 3.95 AC.

NOTE: LOTS 3 THROUGH 6 CONTAIN WETLAND AREA. THE
 PROPOSED WETLAND SETBACK OF THE WETLAND SET 2
 CONTAINS 1,785 SF OF WETLAND AREA.

TOTAL ROAD AREA = 50,107 SF OR 1.15 AC.
 NOTE: LOTS 6 AND 9 ARE UNDEVELOPABLE LOTS.

LEGEND

MCB CONCRETE BOUND
 A/CB TYPICAL CONCRETE BOUND
 P/CB TYPICAL
 W WETLAND



"CHLOE'S PATH"

DEFINITIVE SUBDIVISION
 PLAN OF LAND
 FOR
 HARMICH, MASSACHUSETTS
 FOR
 HFH DEVELOPMENT, LLC.

SCALE 1"=40'

SCALE 1"=20.00 METERS

J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1573 Main Street - Route 6A
 P.O. Box 1773
 Brewster, MA 02631
 (508)896-8801
 (508)896-8802

666 21

OFFICIAL OFFICIAL OFFICIAL OFFICIAL

BOARD HEALTH REQUIREMENTS: FOR THE PROVISION OF HEALTH AND SAFETY TO THE COMMUNITY...

DATE: 02/16/2016
By: R. K. Dausette
CLERK OF THE TOWN OF HARWICH, MASSACHUSETTS...

SEE CONVEYANCE TO BE RECEIVED HEREWITH
HARWICH PLANNING BOARD

DATE: [Signatures]
PROFESSIONAL SEAL AND CERTIFICATE NO. 45088

FOR REGISTRY USE ONLY
CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS...

DATE: 02/16/2016
PROFESSIONAL SEAL AND CERTIFICATE NO. 45088



OWNERS OF RECORD:
LOUIS J. SENNICKA, JR., 293.22 ACRES
DUNSTON HILL ROAD - TRUST
DEED BOOK 17492 PAGE 70
PLAN 8000, 355, PAGE 21
ASSESSOR'S MAP 31, PARCEL D-4

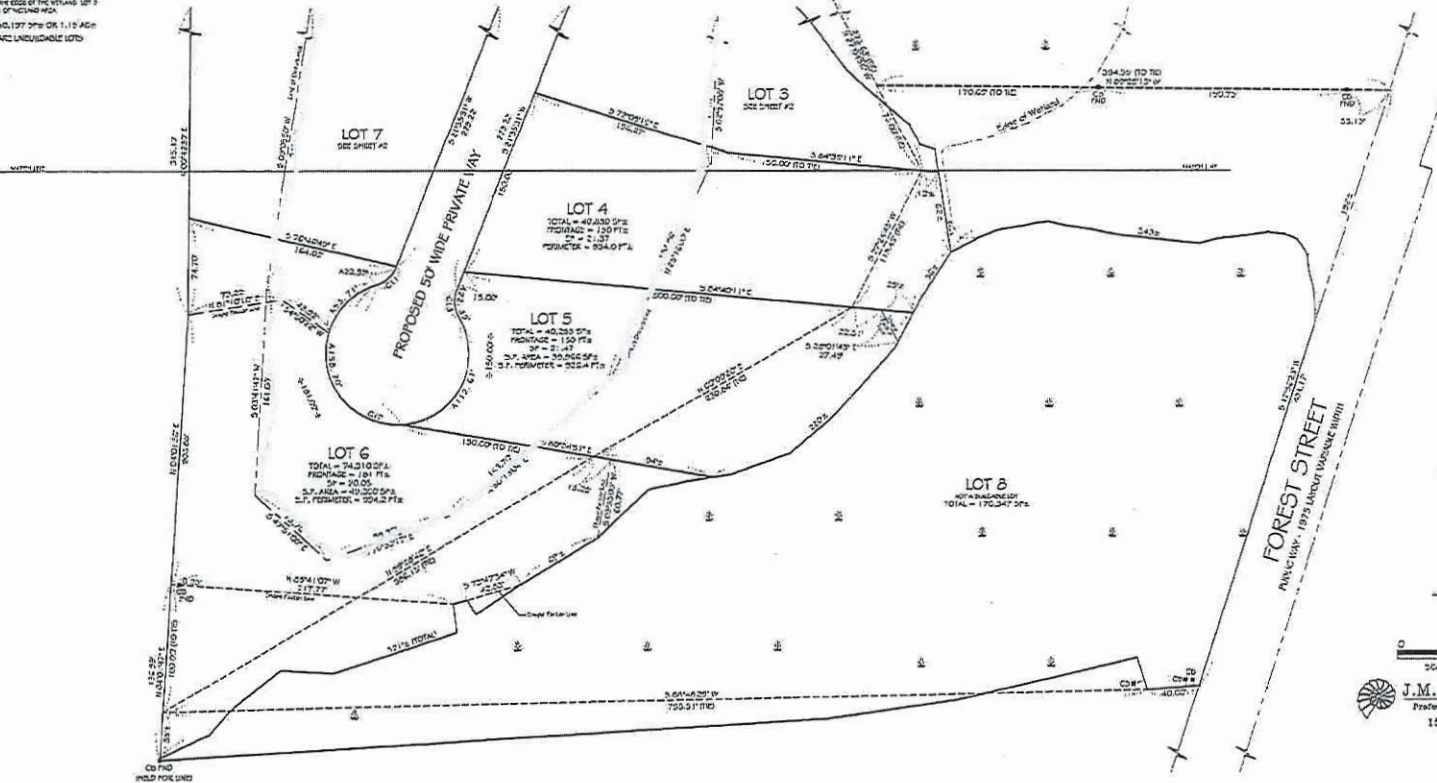
CURVE TABLE

GLC#	PI	R	Δ	L
215	110.00	110.00	90°	157.08
216	110.00	110.00	90°	157.08

LEGEND
C CONCRETE BOUND
C TRIANGLE CONCRETE BOUND
F FOLD
W WETLAND

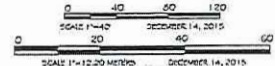
ZONING CLASSIFICATION
ZONE: RESIDENTIAL MEDIUM DENSITY
MINIMUM AREA: 40,000 SQ FT
MINIMUM FRONTAGE: 150 FEET
FRONT YARD SETBACK: 20 FEET
SIDE AND REAR YARD SETBACK: 20 FEET
MAXIMUM BUILDING COVERAGE: 15%
MAXIMUM STORY FACTOR: 2.2

AREA OF NEW LOTS PARCEL 1A1 AND REMAINDER OF B1
APPROXIMATE TOTAL AREA = 375,330 SQ FT OR 8.52 ACRES
APPROXIMATE UPLAND AREA = 402,190 SQ FT OR 9.24 ACRES
APPROXIMATE WETLAND AREA = 172,130 SQ FT OR 3.95 ACRES
NOTE: LOTS 3 THROUGH 6 CONVEY TO HARWICH AREA, INC.
FRONT YARD SETBACKS TO THE EDGE OF THE WETLAND LOT 3
CONVEYANCE 1,780 SQ FT OF WETLAND AREA
TOTAL UPLAND AREA = 30,197 SQ FT OR 1.10 ACRES
NOTE: LOTS 6 AND 9 ARE UNDEVELOPABLE LOTS



"CHLOE'S PATH"

DEFINITIVE SUBDIVISION
PLAN OF LAND
IN
HARWICH, MASSACHUSETTS
FOR
HFH DEVELOPMENT, LLC

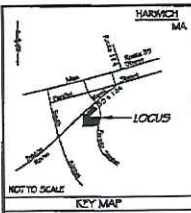


J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services
1573 Main Street - Route 6A
P.O. Box 1773
Brewster, MA 02831
(508) 896-8801
(508) 896-8802

1066 22

Att 1

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OWNERS OF RECORD:
 LOUIS J. SEMINARA, JR., TRUSTEE
 CHEVET NEED REALTY TRUST
 DEED BOOK 17498 PAGE 70
 ASSESSOR MAY 31, PARCEL D-4
 ARTHUR F. DONNE, JR.
 VIRGINIA DONNE
 DEED BOOK 14118 PAGE 405
 ASSESSOR MAY 31, PARCEL D-3

ZONING CLASSIFICATION
 ZONE: R1 RESIDENTIAL-LOW DENSITY
 MINIMUM AREA: 40,000 SF
 MINIMUM FRONTAGE: 150 FEET
 FRONT YARD SETBACK: 25 FEET
 SIDE AND REAR YARD SETBACK: 20 FEET
 MAXIMUM BUILDING COVERAGE: 15%
 MAXIMUM BUILDING HEIGHT: 30 FEET

AREA CALCULATIONS:

TOTAL PARCEL AREA	575,890 SF±	(13.21 AC±)
TOTAL WETLAND AREA	172,130 SF±	(3.95 AC±)
TOTAL UPLAND AREA	403,190 SF±	(9.26 AC±)
AREA OF LOTS 1-7 (FOR HOMES)	144,492 SF±	(7.74 AC±)
AREA OF ROAD	50,197 SF±	(1.15 AC±)
AREA OF TEMPORARY DISTURBANCE	23,769 SF±	(0.66 AC±)
TOTAL OF DISTURBED LOTS AND ROAD	225,458 SF±	(5.13 AC±)

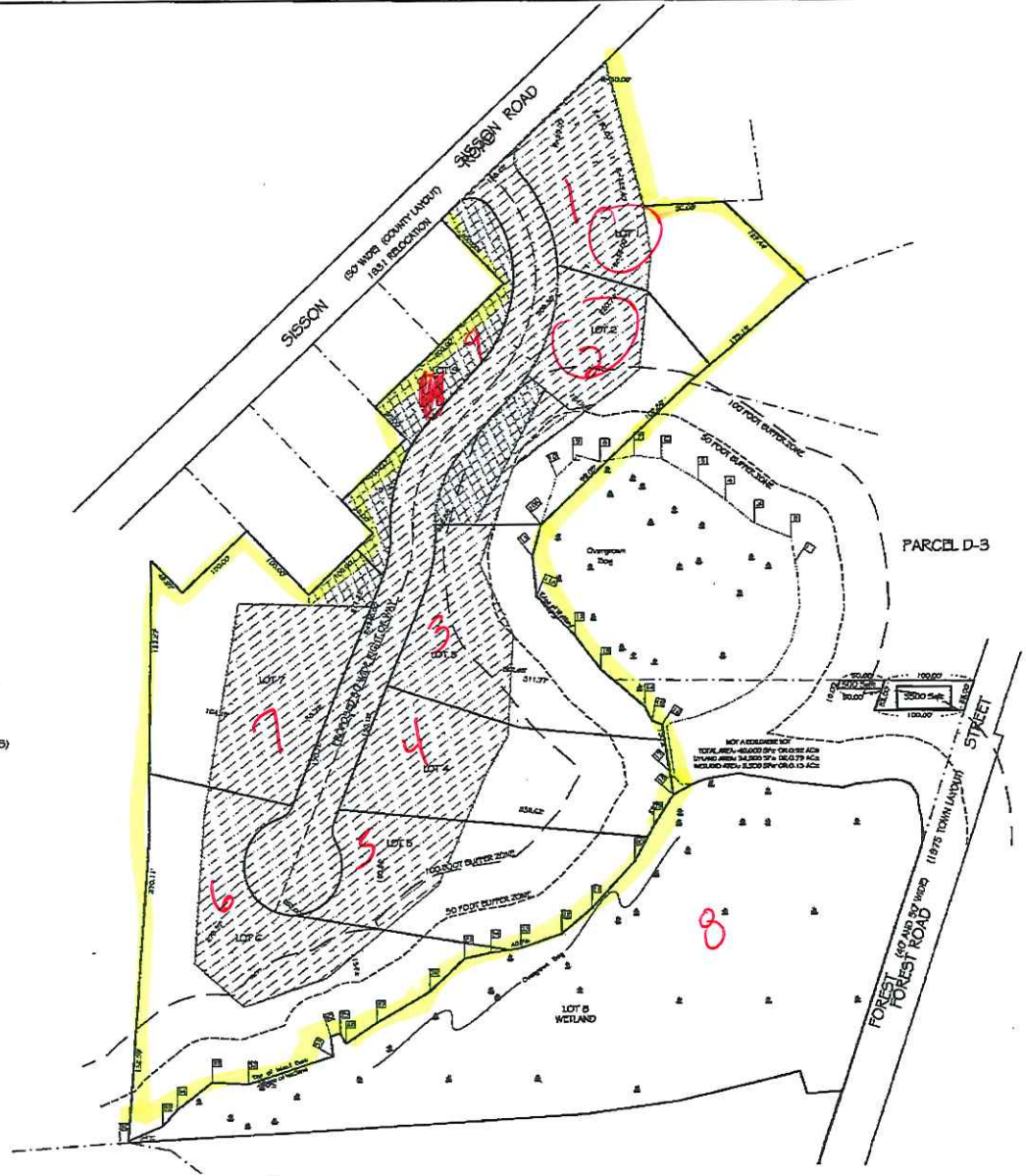
TOTAL OPEN SPACE PROVIDED: (AFTER REVEGETATION OF TEMPORARY AREAS)
 575,890 - 194,659 = 380,631 SF±
 8.74 AC± OR 66.2 %

UPLAND OPEN SPACE PROVIDED:
 403,190 - 194,659 = 208,501 SF±
 4.79 AC± OR 51.7 %

TOTAL UPLAND AREA LEFT IN NATURAL STATE
 (INCLUDES PERMANENT AND TEMPORARY ALTERATIONS)
 403,190 - 225,458 = 179,732 SF±
 4.13 AC± OR 44.6%

AREA OF ROADWAY, UTILITIES, HOME CONSTRUCTION, ASSOCIATED GRADING FOR THE HOMES INCLUDING THE UTILITIES
 AREA = 194,659 SF±

AREA OF TEMPORARY DISTURBANCE ASSOCIATED WITH THE ROAD CONSTRUCTION TO BE REVEGETATED BACK TO NATIVE SHRUB COMMUNITY.
 AREA = 23,769 SF±



PRELIMINARY GRID SUBDIVISION PLAN
 SHOWING PROPOSED LIMIT OF ACTIVITY
 CONCEPTUAL
 PLAN OF LAND
 IN
 HARMON, MASSACHUSETTS
 FOR
DONOVAN BUILDING CORPORATION

0 60 120 180
 SCALE 1"=60' SEPTEMBER 26, 2018
 REVISED 12-21-2018, ASSIGNED HAZARD OF INTRUSION LOTS FROM 6 TO 7, NO CHANGE TO LIMIT OF DISTURBANCE.
J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1275 Main Street - Route 6A
 7th Fl. Box 1773
 Ipswich, MA 01938
 (508)596-0001

407.62'
N 70°13'54" W

TCB
FND

0.68'

REMAINDER OF PARCEL A

TOTAL AREA: 135,540 SF± OR 3.11 AC±
UPLAND AREA: 78,230 SF± OR 1.80 AC±
WETLAND AREA: 57,310 SF± OR 1.31 AC±

206.92'

665.97'
S 89°25'15" E

181.13'

404.75' (TO TIE)

CB
FND

500 sq ft

3500 sq ft

33.12'

150.00' (TO TIE)
191'±

PARCEL B-1

TOTAL AREA: 40,000 SF± OR 0.92 AC±
UPLAND AREA: 34,500 SF± OR 0.79 AC±
WETLAND AREA: 5,500 SF± OR 0.13 AC±

3.43±

Edge of Wetland

292.13'

N 86°47'14" W

W

407.62'
N 70°13'54" W

TCB
FND

0.68'

REMAINDER OF PARCEL A

TOTAL AREA: 135,540 SF± OR 3.11 AC±
UPLAND AREA: 78,230 SF± OR 1.80 AC±
WETLAND AREA: 57,310 SF± OR 1.31 AC±

206.92'

665.97'
S 89°25'15" E

181.13'

404.38' (TO TIE)

100'

CB
FND

CB
FND

500 sft

190.73'

3500 sft

33.12'

PARCEL B-1

TOTAL AREA: 40,000 SF± OR 0.92 AC±
UPLAND AREA: 34,500 SF± OR 0.79 AC±
WETLAND AREA: 5,500 SF± OR 0.13 AC±

150.00' (TO TIE)
191±

35±

343±

Edge of Wetland

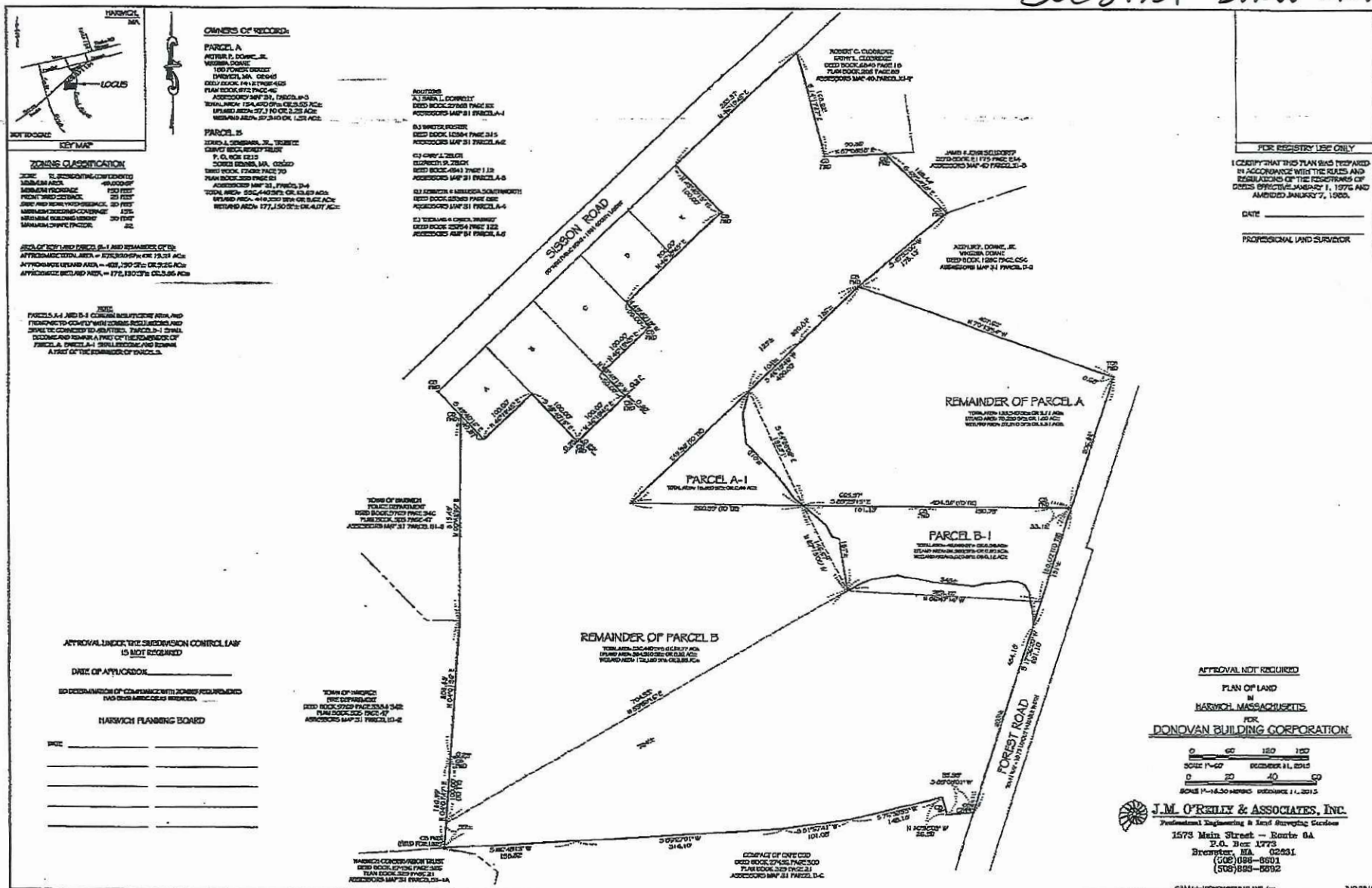
292.13'

N 86°47'14" W

W

Exhibit A

Does not show Row

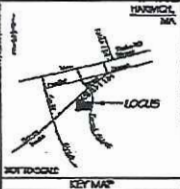


OWNERS OF RECORD:

PARCEL A
 ADRIAN P. DONOVAN, JR.
 MERRIMACK, MASS.
 100 POWER STREET
 DUNSTON, MA. 02846
 DEED BOOK 141 VOLUME 405
 PLAN BOOK 272 PAGE 46
 ACCESSORY MAP 21 PARCELS A-D
 TOTAL AREA 15,440 SQ. FT. OR 0.35 AC.
 BEARING AREA 17,140 SQ. FT. OR 0.39 AC.
 BEARING AREA 27,340 SQ. FT. OR 0.62 AC.

PARCEL B
 JAMES J. DONOVAN, JR., TRUSTEE
 6100 BUCKINGHAM STREET
 P.O. BOX 6212
 SOUTH DENNIS, MA. 02540
 DEED BOOK 127 VOLUME 70
 PLAN BOOK 325 PAGE 51
 ACCESSORY MAP 21 PARCELS B-A
 TOTAL AREA 55,640 SQ. FT. OR 1.27 AC.
 BEARING AREA 44,200 SQ. FT. OR 1.01 AC.
 BEARING AREA 177,150 SQ. FT. OR 4.01 AC.

NOTES
 A) SHIRLEY DONOVAN
 DEED BOOK 1284 PAGE 215
 ACCESSORY MAP 21 PARCELS A-I
 B) WALTER DONOVAN
 DEED BOOK 1284 PAGE 215
 ACCESSORY MAP 21 PARCELS A-I
 C) OWEN AZEVEDO
 1000 W. 23RD ST.
 DEED BOOK 194 VOLUME 112
 ACCESSORY MAP 21 PARCELS A-B
 D) DONOVAN & MERRIMACK SOUTHWEST
 DEED BOOK 2200 PAGE 102
 ACCESSORY MAP 21 PARCELS A-A
 E) TERRYANN A. CHASE, TRUSTEE
 DEED BOOK 2254 PAGE 122
 ACCESSORY MAP 21 PARCELS A-I



ZONING CLASSIFICATION
 ZONE R-2 RESIDENTIAL UNIMPROVED
 MINIMUM AREA 40,000 SQ. FT.
 MINIMUM FRONTAGE 150 FEET
 FRONT YARD SETBACK 20 FEET
 SIDE AND REAR YARD SETBACK 20 FEET
 MINIMUM OVERHANG COVERAGE 10%
 MINIMUM FLOORING HEIGHT 7'0" MIN.
 MAXIMUM CHIMNEY HEIGHT 20'

AREA OF ENCLOSED PARCELS A-1 AND REMAINDER OF B
 APPROXIMATE TOTAL AREA = 177,150 SQ. FT. OR 4.01 AC.
 APPROXIMATE BEARING AREA = 402,100 SQ. FT. OR 9.25 AC.
 APPROXIMATE BEARING AREA = 177,150 SQ. FT. OR 4.01 AC.

NOTE
 PARCELS A-1 AND B-1 CONFORM TO ZONING AND
 PLANNING DEPARTMENT REQUIREMENTS AND
 SHALL BE CONSIDERED TO BE IN COMPLIANCE
 WITH THE ZONING BY-LAW. PARCELS B-1 SHALL
 BE CONSIDERED TO BE IN COMPLIANCE WITH THE
 ZONING BY-LAW. PARCELS A-1 AND B-1 SHALL
 BE CONSIDERED TO BE IN COMPLIANCE WITH THE
 ZONING BY-LAW.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW
 IS NOT REQUIRED

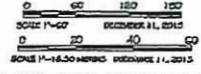
DATE OF APPLICATION _____

NO GUARANTEE OF COMPLIANCE WITH ZONING REGULATIONS
 HAS BEEN MADE BY THE BOARD.

HARVICH PLANNING BOARD

BY: _____

APPROVAL NOT REQUIRED
 PLAN OF LAND
 IN
 HARVICH, MASSACHUSETTS
 FOR
DONOVAN BUILDING CORPORATION.



J.M. O'NEIL & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Corporation
 1575 Main Street - Route 6A
 P.O. Box 1773
 Brewster, MA 02631
 (508) 858-8331
 (508) 858-8892

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

November 9, 2021

Board of Selectmen
Town of Harwich
Harwich Town Hall
VIA EMAIL

RE: Chloe's Path 40B Project

Chairman MacAskil and Members of the Board,

Thank you for this opportunity to submit comments and some new questions of the developers and of you regarding the Chloe's Path LIP and any subsequent applications by the proponent to the Town or to the Commonwealth.

But first, I ask: Why are we still discussing this proposal as a "friendly" 40B? This is not a "friendly" proposal at this scale and with the veiled threat of a hostile project staring at us some months from now.

A friendly development would have already taken the substantial public comments to heart and would have agreed to dramatically downsize the project. A friendly proponent would have proactively conducted comprehensive and scientific assessments of the septic discharge and traffic impacts of their proposal. Assessments we have asked for repeatedly. A friendly proponent would have enumerated the *benefits* of this project and volunteered any number of mitigation strategies and investments prior to asking for your support here again. A friendly development team would have answered questions that were posed to them in July instead of simply rehashing the same old trite arguments about inventory and supply solving the Cape's housing crisis.

Because this is anything but friendly, we believe that this is your opportunity to draw a line in the sand and make a firm statement about how business should be done here.

We believe that when developers make agreements with our Town and State government, they should be held to those agreements. We believe that developers should work within those agreements and should implement measures that are prescribed by governmental bodies while satisfying expectations and meeting deadlines. None of that appears to have been done here.

Ultimately, my neighbors and I believe that this is about our Town's direction with an eye toward appropriately scaled development across Harwich. It is about our Town's character and its future. It's about thoughtful and comprehensive planning and establishing policies that protect that character and our future.

As I have said and written before, this is not about affordable housing. This is a maneuver by a development partnership to gain a foothold of nearly 75 luxury apartments in our small town. They

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

have said it themselves. When developers talk about elevator buildings with “amenity packages” and “on-site leasing” offices, what they are really saying is that the entire project is geared toward the incredibly well-paid or well-heeled who can afford to rent at \$2000 per month and more, plus additional fees and utilities including electric heat and hot water, and parking charges that have yet to even be defined. All under the guise of an “affordable” project to garner approvals.

It should also be noted that “on-site leasing” is a technique used by developers to fill units and stabilize revenue as fast as humanly possible in order to maximize returns and then, most often, market the site for sale. Most buildings of this size across the country that have on-site leasing offices do so for a year or less. Further, very few buildings of this size - even in cities like Boston - have full-time management on an on-going basis. It is just not cost effective after the first few years of operations.

This should also give you pause when developers commit to be present and active members of the community after they get permits and build their projects. The lack of continual on-site management begs for future problems with parking, loading, rubbish, and the management and mitigation of any tenant-related issues that we might hope to be managed by the developers and that you have focused on in these hearings. These include, among others: maximum per unit tenant count, neighbor and neighborhood relations, tenant behavior, prohibitions on non-registered guests and short-term rentals such as Air BnB, as well as general maintenance, and the safety, security, and privacy of our own properties and nearby Town facilities including the elementary school and public safety complex.

Next, we all know that this proposal is not and has never been about the local “workforce”. And this surely is not about people starting families here, that much is clear. At least I could understand home ownership as a reason to be talking about this monstrosity as a benefit to our community and for young families starting out. But because we are talking about mostly luxury rental apartments, I will say it again: this proposal is not a solution to the existential housing crisis for local residents and our community’s workforce.

This type of housing is not appropriate here. It isn’t going to solve anything. In fact, it could set a precedent that lumps us in with towns that are very, very different from Harwich in terms of character. We are not Plymouth, or Bridgewater, or Bellingham, or Hudson. And we are certainly not Hyannis, as one of you so eloquently pointed out recently, nor do we want to be.

But, instead, we are still discussing a project that has no business being built, let alone proposed on this site. They know it. You know it. We certainly know it. This project is too big by half . . . at least. And even if this project were 50% affordable, it would mean a nearly 50-unit luxury apartment building on a key environmentally sensitive site that was deemed so five years ago by multiple town boards and by my neighbors who thought they were done talking about it then.

It was deemed environmentally sensitive by our own Planning Board and Conservation Commission, and by the Commonwealth of Massachusetts. The owners themselves acknowledged that the site was environmentally sensitive in 2015 and 2016 because they agreed to deed restrictions on the

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

property to protect threatened species, their habitat, and the environment in general. They also knew they needed to do so in order to get just the seven (!) house lots approved.

But when we look at the proposal before you now, we can all agree that even a 50-unit project would never be approved for this site without the obsolete tool of 40B. In fact, it is my firm belief that most boards of this Town would outright dismiss such a proposal for what it is: far too large. I also believe that the Town's staff should have done so back in the spring of 2021 when the proponents first came in to test the waters. And I feel strongly that each and every department should be part of the detailed conversations again now. So I urge you to reengage with department heads and key staff before any votes are taken as you recently did with the wastewater team.

For these reasons, I ask again: Why are we really here?

It seems to me that we are here because a home developer and his investor-development partner are looking for a golden egg.

I don't believe that this Town should be the goose.

Why does this project need to be this large? The answer appears to be that it is the only way the current owners can more than double their money on a property they evidently paid too much for to begin with.

Why else are we here? It seems that we have been hearing from only part of the team. Capable and responsible developers, we are told. And I have no reason to believe otherwise. However, the men who negotiated environmental conditions, land swaps, deed restrictions, and planning and environmental commitments with my neighbors, this Town, and the State some years ago are sitting back quietly hoping to make a massive, above-market return on the backs our community and our quality of life.

This town and your sister boards in Town government went through lengthy and very public process back then, and agreements were made. While agreements made five years ago may need to be revisited from time to time, they should only be revisited for justifiable reasons and with an appropriately transparent and non-threatening approach. That is the nature of real estate, government, and capitalism. But to go from seven single-family homes to 96 units? 72 luxury? Honestly, this whole endeavor and their approach is outrageous.

But this is not a renegotiation of those agreements. It is worse. This is an owner-developer saying, "just kidding . . . we didn't mean any of that. We didn't mean anything we told you before about our intentions for the property." Now they want your support for a massive financial windfall. A windfall, by the way, that *someone else*, their "partners" are going to build, lease up, and then likely sell as they did in their other 40B project in Hudson.

We believe that the current owner should not be rewarded by this Board for not doing the right thing over the past five years. They should build what they promised, or they should come back

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

with something more appropriate for this site. Whether 40B or not, this project's scale should be reduced by a meaningful amount and completely reconceived with its impacts on our infrastructure clearly and openly assessed.

Specifically, along with all the other impacts that I and others have mentioned before and will outline below, I want to drill down on aspects of our quality of life that we have not focused on yet, and how this massive project will affect them. I also want to mention our property values.

First, I am not speaking about property values related to the affordable units and their future residents, lest I be mistaken for someone who cares who lives on Chloe's Path or how much money they make. But having just bought my home in a neighborhood of largely year-round residents for which our homes are our singular most important asset, property values and the quality of our lives here matter.

Over the past several months more than one broker and several developers have told me that our section of Sisson Road and several nearby streets will likely not appreciate along with the rest of Harwich and most of Cape Cod if Chloe's Path is developed at this scale. That is because of the obvious direct impacts of such a huge project, but also because the current proposal is grossly out of character with our town and the nearby historic Harwich Center commercial district where we chose to live.

This project, if approved, will fundamentally and permanently change the *character* of this part of town. And while it is also an awful precedent to set relative to density and architecture – massing, height, context, materials, etc. - it is also poor planning for a town struggling with a comprehensive look at our future.

Further, the impacts of a construction project of this size will drastically impact our street and that of Forest, South, Parallel, and beyond for not less than two years based on the extent and methods of construction required. We are talking about massive physical impacts to soft soils, our water table, nearby roadways, wetlands, and utility infrastructure. Materials and equipment deliveries and dozens and dozens of tradespeople will also descend on the site daily with associated noise and disruption to an already sensitive area that also abuts our public safety and grammar school complexes. These impacts are not really up for debate.

This project will continue to impact us in the neighborhood for the better part of the next 5 years and well into the future when we will also have to deal with hundreds of new residents and vehicle trips, light, noise, and waterway and aquifer pollution. All while the Town plans a sewer project in the same area that will similarly disrupt our lives in the aftermath of Chloe's Path.

But the proponents ask us to just wait for the Zoning Board of Appeals to assess the impacts of their proposal. I work in this industry and, frankly, that is not how development works. I believe that projects should be reviewed based on their merits and the transparent assessment of their impacts up front. Unfortunately, this project has next to no benefits and impacts that will last a generation.

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

Lastly, even if we were to see a vastly redesigned and downsized project on November 15th, are we really going to discuss a Memorandum of Agreement and "conditions" with a group that made voluntary or negotiated conditions previously to gain approvals and basically did nothing that they agreed to do?

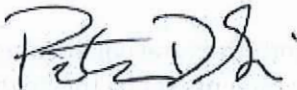
Why would we negotiate with owners that clearly had no intention of living up to any prior agreements made with this very same Town and to our State governments' environmental watchdogs?

It is quite clear, we should not.

Therefore, I feel strongly that this Board should not only vote against supporting the LIP, but I believe that this Board and the Town should actively oppose this project. You should oppose it at the State's Department of Environmental Affairs, and you should put the equity and debt markets on notice that this project and others like it – projects that attempt to use 40B to build luxury housing that they will no doubt then sell to the highest bidder – will not be supported here in Harwich. Not now, and not ever.

Thank you for all that you do for this town. My formal questions are attached hereto.

Sincerely yours,



Peter D. Gori

CC: Joseph Powers, Town Administrator
Meggan Eldridge, Asst. Town Administrator
Harwich Board of Appeals
Harwich Conservation Commission
Amy Usowski, Conservation Commission
Senator Julian Cyr
Representative Sarah Peake

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

Questions for Messers. Donovan, Terry, and Singer

1. Has the team chosen to avoid answering any of the technical questions that have been raised by this Board and our neighbors over the past five months?
2. Would the owners consider a renegotiation of their terms with Heritage in order to affect a smaller proposal that would reduce the glaring impacts of this proposal?
3. Has the development team committed to doing a comprehensive traffic study of the project using actual summer "peak" weekday and weekend counts (not simply "seasonal adjustments") and actual school-time drop-off and pick-up data from the post-Covid school year? Will you commit to doing such a study before the LIP is formally considered? When will such a study be conducted and when could it be completed?
4. Has the owner requested a removal or extinguishing of the deed restriction negotiated with the Commonwealth's NHESP and MESA offices? Will they? And if so when?
5. Has the owner implemented the habitat management plan prescribed in the agreements and conditions set forth by the NHESP and MESA? Why or why not?
6. Has the development team and its architect rendered the "new" project site against the protected habitat plans attached, titled Preliminary Grid Subdivision Plan Showing Proposed Limit of Activity, (J.M. O'Reilly) dated October 2, 2015?
7. Has the development team done work outside the permitted "Limit of Work"? Was this work done in accordance with the NHESP permit(s).
8. Has the owner obtained permits and/or certification(s) of their work in these areas from the Town of Harwich?
9. Has the owner certified that the construction methods and civil and structural engineering of the current Chloe's Path "roadway" meets or exceeds the requirements set by the Town of Harwich and/or any standards of civil engineering and construction methods that should have been implemented previously?
10. Has the development team and its architect rendered the "new" project site against the registered deed restriction(s) plans for either the NHESP or any land swaps with abutters or the Town?
11. Has the owner implemented any of the requirements or conditions placed on the property by the Town of Harwich Conservation Commission, Conservation Agent(s), or the Commonwealth NEHSP, MESA, and DEP?
12. Will the owner enumerate those conditions and clearly spell out all work that was, or was not done, including how, when, and who performed such work? Will engineers and the required botanists attest to the work being done consistent with those conditions and state and local design standards?
13. Will the owner confirm the status of any and all permits granted or deadlines met or missed related to agreements made or permits or approvals granted by the Town or State and associated with this property since 2015?
14. Have the developers advanced any discussion of accelerating a sewerage project for Sisson Road and its environs to avoid drastic and permanent impacts on our waterways and aquifer?

Peter D. Gori
226 Sisson Road
Harwich, MA 02645

15. Was HFH Development involuntarily dissolved by court order or other government procedure in June of 2019? (MA Sec. of State Corporations Division)
16. Can you describe the lien held by Mrs. Nancy B. Spear on the property? What is the nature of such lien? Does it compromise your title or affect your ability to sell the property to Heritage?

For Mr. Bush:

1. Can you tell us how many 40Bs you have developed? Where are they located?
2. Regarding the Hudson Matrix project, when did you build that project and when did you sell it?
3. Can you tell us if you plan to sell this project less than 2 years of developing it?
4. Will you commit to holding the project for longer than 5 years? Longer than 10 years?
5. Will you commit to owning and actively managing the site – with full-time, on-site management, maintenance, and security throughout your ownership and that of any successors and assigns?
6. Do you know how many residential apartment buildings in Harwich have on-site leasing?
7. How many rental apartment buildings in Harwich have elevators?
8. How many rental apartment buildings in Harwich have underground, garage parking?
9. Do you know how many non-governmental or church buildings in town are larger than 51' high? How many buildings of this scale are located east of Dennis?
10. How many market rate apartment buildings east of Dennis are larger than 72 units? How many are larger than 90 units?

To the Board:

1. Will you urge the current owner to only come back to the town with a project of fewer than 40 units?
2. If you vote to not support the LIP, will you also go on record in opposition to any project larger than 40 units on this site?
3. Will you go on record with the Town ZBA, Commonwealth DEP, MESA, NHESP, the Cape Cod Commission, and our state elected officials that this project is grossly oversized and inappropriate in every way and that this sensitive environmental site is too important to our water quality, sensitive waterways, and threatened species?



OWNERS OF RECORD:
 LOUIS J. SEMMARA, JR., TRUSTEE
 QUIVET NECK PEACE TRUST
 DEED BOOK 17492 PAGE 7D
 ASSESSOR'S MAP 31, PARCEL D-4
 ARTHUR P. DOANS, JR.
 VIRGINIA DOANE
 DEED BOOK 1412 PAGE 465
 ASSESSOR'S MAP 31, PARCEL D-3

ZONING CLASSIFICATION

ZONE R2 (RESIDENTIAL-LOW DENSITY)
 MINIMUM AREA 40,000 SF
 MINIMUM FRONTAGE 150 FEET
 FRONT YARD SETBACK 25 FEET
 SIDE AND REAR YARD SETBACK 30 FEET
 MAXIMUM BUILDING COVERAGE 15%
 MAXIMUM BUILDING HEIGHT 30 FEET


AREA CALCULATIONS:


TOTAL PARCEL AREA 576,920 SF± (13.24 AC±)
 TOTAL WETLAND AREA 170,660 SF± (3.91 AC±)
 TOTAL UPLAND AREA 406,260 SF± (9.33 AC±)
 AREA OF LOTS 1-9 (FOR HOMES) 143,064 SF± (3.28 AC±)
 AREA OF ROAD 50,196 SF± (1.15 AC±)
 AREA OF TEMPORARY DISTURBANCE 30,197 SF± (0.69 AC±)
 TOTAL OF DISTURBED LOTS AND ROAD 223,456 SF± (5.13 AC±)


TOTAL OPEN SPACE PROVIDED: (AFTER REVEGETATION OF TEMPORARY AREAS)
 576,920 - 193,260 = 383,660 SF±
 8.80 AC± OR 66.5%

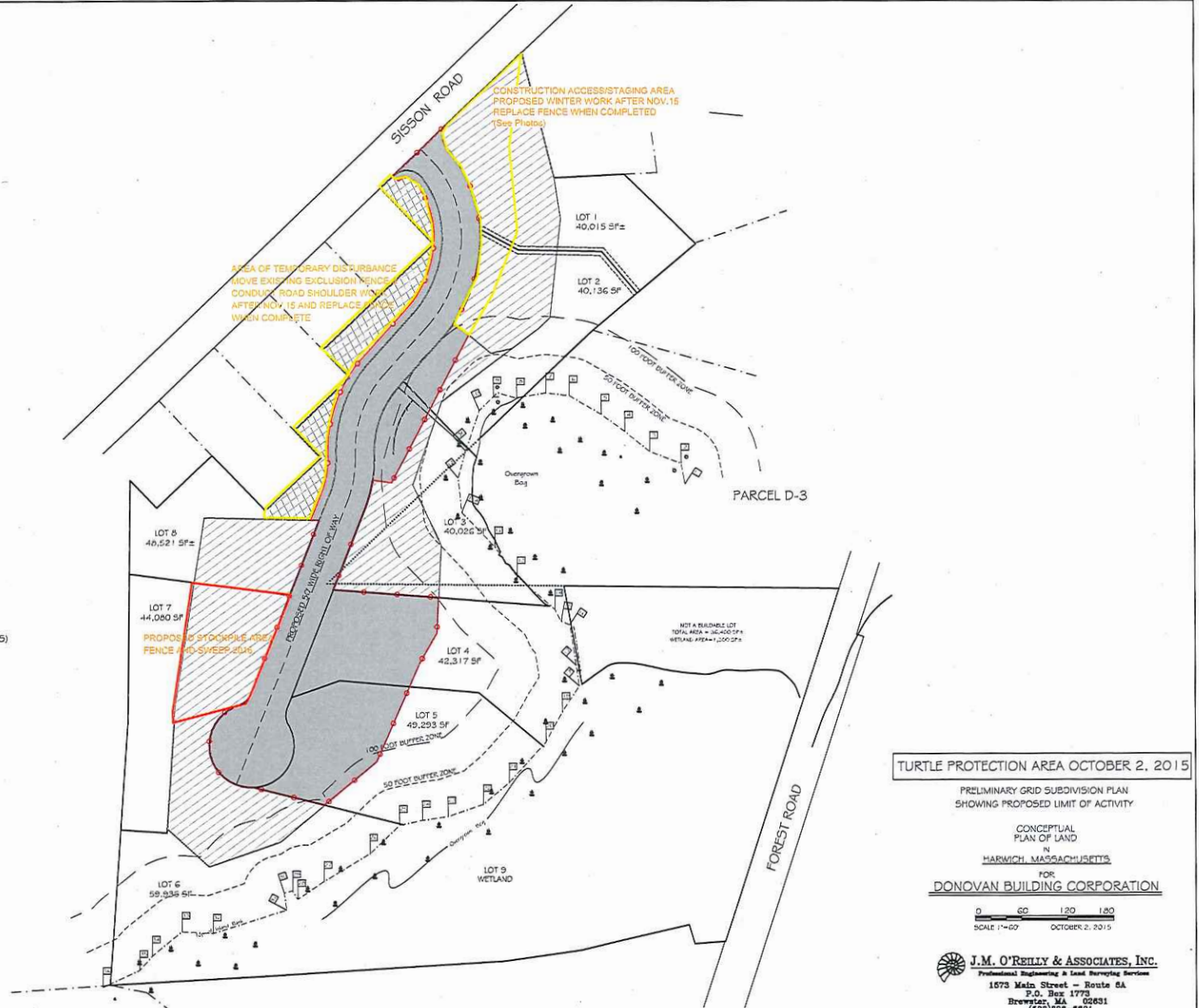
UPLAND OPEN SPACE PROVIDED:
 406,260 - 193,260 = 213,000 SF±
 4.89 AC± OR 52.4%

TOTAL UPLAND AREA LEFT IN NATURAL STATE
 (INCLUDES PERMANENT AND TEMPORARY ALTERATIONS)
 406,260 - 223,456 = 182,802 SF±
 4.20 AC± OR 45.0%


 AREA OF ROADWAY, UTILITIES, HOME CONSTRUCTION, ASSOCIATED GRADING FOR THE HOMES INCLUDING THE UTILITIES
 AREA = 167,153 SF±

 AREA OF TEMPORARY DISTURBANCE ASSOCIATED WITH THE ROAD CONSTRUCTION TO BE REVEGETATED BACK TO NATIVE SHRUB COMMUNITY.
 AREA = 30,197 SF±

 AREA OF TURTLE PROTECTION AREA
 AREA = 101,100 SF±



TURTLE PROTECTION AREA OCTOBER 2, 2015
 PRELIMINARY GRID SUBDIVISION PLAN
 SHOWING PROPOSED LIMIT OF ACTIVITY
 CONCEPTUAL
 PLAN OF LAND
 IN
 HARWICH, MASSACHUSETTS
 FOR
DONOVAN BUILDING CORPORATION
 0 60 120 180
 SCALE 1"=60' OCTOBER 2, 2015

 **J.M. O'REILLY & ASSOCIATES, INC.**
 Professional Engineering & Land Surveying Services
 1673 Main Street - Route 6A
 P.O. Box 1773
 Brewster, MA 02631
 (508)858-6601

From: thomas jones <permitfly@comcast.net>
Sent: Tuesday, November 9, 2021 3:31 PM
To: Michael D. MacAskill; Don Howell; Mary Anderson; Julie Kavanagh;
meldridge@townofharwich.us; Joe Powers
Cc: Jon Idman; Amy Usowski; Sarah.Peake@mahouse.gov; julian.cyr@masenate.gov;
Georgene Riedl; petegori@yahoo.com; blackcrowbluesky@gmail.com
Subject: Chloe's Path Project

Sirs and Ma'ams,

This letter is in opposition to the currently proposed project for subject land use.

I am no attorney, so will not argue the presumed legalese, nor even debate whether the Town should hold developers to earlier agreements.

But we as year-round residents and taxpaying voters believe that the design currently under review is inconsistent with the character of Harwich/Harwich Port, insensitive to a Commonwealth and Town designated environmentally sensitive area, deaf and dumb to the obvious traffic congestion that would result both during and post-construction, and essentially a structural ruse under the guise of 'affordable housing'. This is, as all real estate development projects are, a way to make money, and the more and faster the better (hence, on-site leasing).

Two years ago a not dissimilar project was proposed at Parallel and Bank Sts in the former Royal Arms. Among the nay evidence was a requirement that high density projects could not be approved within a certain distance of similar existing condo/multi-unit developments. It is observed that such latter residences exist currently on South Street just south of Sisson Road, and slightly farther southwest at Harold and Doane Road. Sisson Road is the main pathway serving both these neighborhoods. It is also the address for the existing former elementary school, now an arts center, and the headquarters for Harwich Public Safety, both Police and Fire/Emergency. This large project under consideration will pour volumes of resident and service traffic from and onto Sisson, no doubt interfering sooner or later with emergency responsiveness and traffic safety.

We understand the need for housing, and for affordable housing. In this case, that is being used as a lever to construct a density blight on land already exposed to environmental concerns. It is but economic ravaging of the land.

The essential character of the Harwiches is a Trust of you who govern. Your decisions in matters such as this are what decides the future of this Trust. There is no more land coming to Cape Cod...what remains is precious, and should be treated thusly. We encourage you to be mindful of your deep obligations as you decide what is in the better interests of this little jewel of land, and of Harwich and Harwich Port. Thank you.

Maura and Thomas Jones
14 Harold Street 11F
Harwich Port

Dear Sir,

I have written once before, a few months ago, but I understand this project still has a chance of coming to fruition. I am an abutter to the Choe's Lane Project off Sisson Road. I live at 205 Sisson Road. It's our summer place and we love it, We have been there since 1986.

The project, if I understand correctly, will add 96 units (condo or apartment?) to the Sisson/Center of Town area. I don't believe there are 96 housing units on all of Sisson Road now, so this would double the residents in one fell swoop. That's too big a project. We were happy to hear of the original project, years ago, calling for 8-10 houses. It seemed perfect to "improve" the neighborhood. It would be like a little village near the center of town, perhaps add some more shops on the Main Street, find more uses for the old Middle School Building? But 96 units is virtually another city, and I do mean "city". Sisson is a busy street now. 96 units would make it super busy.

I have not seen details of the plans, but how can 96 units be anything but a large concrete eyesore. Plus, we are wary that our yard would fall into the Chloe Lane "valley" if there is not a proper retaining wall built behind us. I had assumed that such a wall would be built if there were 8 to 10 "owners" who cared about such things. With 96 "owners"/"renters". no one will care about any aesthetics or maintenance of the development. I foresee a mini-slum of sorts.

I care about my property value, and I have a herd time envisioning how a 96 unit project can do anything but lower that value.

Please don't let it happen. Surely there will be other developers with better plans for the town.

Thank You.

Gary & Elizabeth Zelch

205 Sisson Road & 1 old Upton Road

Harwich, MA 508-432-7825 Grafton, MA 508-839-4766

From: Kathy Clobridge <blackcrowbluesky@gmail.com>

Sent: Sunday, October 31, 2021 5:01 PM

To: Michael D. MacAskill; Larry Ballantine; Don Howell; Mary Anderson; Julie Kavanagh; Joe Powers; Meggan Eldredge; Jon Idman; Elaine Banta; Amy Usowski; superintendent@harwichwater.com; commissioners@harwichwater.com; Sarah.Peake@mahouse.gov; Julian.Cyr@masenate.gov

Subject: Chloe's Path

To our Harwich and Massachusetts leadership;

This letter is to weigh in on the proposed development at Chloe's Path, which is adjacent to my property. I have been following the story of this site for about 20 years. I know many of my neighbors and, to a person, we are in support of affordable housing projects. But all of us feel that this project, as is, is completely unacceptable.

I surveyed abutters' households, and received 8 responses. It was a three question survey and the results are as follows:

- 3 of 8 said no more than 7 homes on the site would be acceptable, 2 said up to 20 would be acceptable, and 3 said up to 35 would be acceptable. So half of us consider 20 to be the maximum acceptable number, and 37.5% think that up to 35 would be acceptable.
- 6 of 8 said that grouped townhomes would be the best choice for style of home, and 2 said single family would be best. Knowing that the state or town may approve more than 7 single families, we seem to feel that the next best thing would be townhome-style units.
- 5 of 8 said the town should not endorse the project and allow the proponents to make their case with the state (unfriendly 40B). 3 felt the town should work with the developers to reach a compromise. No one who responded felt the project should be green-lighted, as is.

The proposed project is so obviously out of scale for the site. 96 units, 150 cars, 52' high on just over 9 delicate acres. The watershed and traffic impacts alone should render it out of the question. And what of the non-compliance to the agreements in the deed restrictions- completely in violation of and counter to the protections afforded by the state? This must all be considered.

Given the events of the past year, it seems that we are at a crossroads in Harwich. We need to decide what is important to us as a community. We know that there is an urgent need for housing, but we need to balance that with our water and environmental issues on this fragile peninsula. In the 32 years I've lived in this house, I personally have witnessed the decline (in some cases the obliteration) of certain species. These include quail, foxes, owls, box and snapping turtles and salamanders. I know that we can't control all of this, but if our town leadership can't protect some of it, maybe the town's priorities are wrong.

We need to align the town leadership, particularly the department heads, with a strategic direction that takes into account the characteristics and true needs of the town. The town has in the past been too obsequious to those who would exploit our natural resources for their own gain. We have a good chance here to bring the vision closer to home, closer to what is reasonable. We need to control the destiny of Harwich- and our current leadership can get us there- I sincerely believe this. There should be a way to work with the deed restrictions and

make more housing- but no more than 30 or so homes, with strict requirements for nitrogen output. And ideally, more than 25% should be "affordable".

The town should be working to secure the Chloe's Path deed restrictions by communicating their importance to the state- where is our Conservation Agent on this? Every department head should be expected to carefully examine this project and give a true accounting of the costs versus benefits of it as written. And best practices should be identified in order to fast track the other two truly affordable housing projects (Marceline and Sisson/Parallel), so that we can provide a wider range of options and relief for the intensive housing pressure.

We shouldn't be responsible for ensuring that developers (who have clearly prospered, historically) get a good return on their investments. This is a dangerous premise. If someone paid too much for it, or miscalculated the potential profits, so be it. Every single person reading this has to pay for a bad decision, or wrong guess.

Please hold the line for all that is beautiful in our town and don't sell it out for ersatz affordability. Thank you for your consideration of my comments and for your service to Harwich, and to Cape Cod.

Kathy Clobridge
508.241.8595

From: Retired Carpenter <mrtuckv6@gmail.com>

Sent: Sunday, October 31, 2021 5:27:43 PM

To: Michael D. MacAskill; Larry Ballantine; Don Howell; Mary Anderson; Julie Kavanagh; Joe Powers; Meggan Eldredge; Jon Idman; Elaine Banta; Amy Usowski; superintendent@harwichwater.com; commissioners@harwichwater.com; Sarah.Peake@mahouse.gov; Julian.Cyr@masenate.gov

Subject: Chloe's Path

Dear Ladies and Gentlemen,

As a "wash ashore" from California it has been my privilege to visit Cape Cod many times over the last few years. I relish my time here, enjoying all the Cape and the Town of Harwich have to offer, and on more than one occasion I have wished that I'd had the opportunity to grow up here rather than in southern California.

At 65 years of age, I am just old enough to remember when southern California had some of the amenities I enjoy here on the Cape. Small farms. Open space. Two lane roads. Few stop lights. A pervasive sense of friendly "neighborhood". It is, quite honestly, a "pinch myself" experience to visit Cape Cod and towns like Harwich.

With regards to the most recent proposal that would see a three story, 53' tall 96 unit apartment building erected on a parcel next door to where I stay when I am on Cape, I have to say that it is the beginning of the end.

The previously approved seven single family dwellings - or even seven duplex homes - could be absorbed easily by Harwich and the surrounding communities. But not such a huge structure encompassing 96 "all electric" units, the accompanying vehicles and their impact on roadways that are already strained during the summer season. And all for only 24 "affordable" units.

I urge you to see this attempt to bend the 40B rule for what it is: a scheme to create profits for the property owner and developers at the expense of the Town of Harwich and Barnstable County, and the people who love the Cape - natives, long time residents, and "wash ashores" like myself.

Thank you for your time and consideration on this matter as well as all you contribute to make Cape Cod such a special place.

Sincerely,

Michael Tuck
225 Sisson Rd.
Harwich, MA

From: dan pierce <buzzarooski@hotmail.com>

Sent: Sunday, October 31, 2021 7:10 PM

To: Michael D. MacAskill; Larry Ballantine; Don Howell; Mary Anderson; Julie Kavanagh; Joe Powers; Meggan Eldredge; Jon Idman; Elaine Banta; Amy Usowski; superintendent@harwichwater.com; commissioners@harwichwater.com; Sarah.Peake@mahouse.gov; Julian.Cyr@masenate.gov; misty-anne.marold@mass.gov; eve.schluter@mass.gov; jesse.leddick@mass.gov

Subject: Chloe's Path Affordable Housing Project

Hello, My name is Daniel Pierce. I own and live year-round in a house located at 233 Sission Road in Harwich. Mass. I am writing you in regards to the Chloe's Path Housing Project. The entrance to Chloe's Path is located approximately 300 yards from my property. Thank you for taking the time to read my letter and considering the concerns I have listed below.

First off, I would like to state that I believe in affordable housing, including at this site, but due the developers' lack of adherence to earlier commitments to neighbors and to the town, and because of the sheer size of the proposal I oppose this project. He is a list of some of the other reasons why I am NOT for it.

- * The size/scale of project (96 units on 9.29 acres)
- * The fact that only 24 of the 96 units will be "affordable", and they cannot be guaranteed for locals over time
- * The effect on aquifer (proximity to Grassy Pond, which flows to Saquatucket)
- *The traffic impacts this will have on Sisson Road (already a problematic area, plus school drop-offs and proximity to police/fire/rescue)
- *The impact to wildlife (and prior non-adherence to covenants negotiated with NHESP)
- *The fact that two TRULY affordable projects are on the horizon for Harwich (Marceline property and old Community Center at Sisson and Parallel)

Thank You again for your time, Sincerely Daniel Pierce

From: Georgene Riedl [<mailto:riedlgeorgene@gmail.com>]

Sent: Monday, November 1, 2021 12:21 PM

To: Sarah.Peake@mahouse.gov; Julian.Cyr@masenate.gov; Michael D. MacAskill <mmacaskill@townofharwich.us>; Larry Ballantine <lballantine@townofharwich.us>; Don Howell <dhowell@townofharwich.us>; Mary Anderson <manderson@townofharwich.us>; Julie Kavanagh <jkavanagh@townofharwich.us>; Joe Powers <jpowers@town.harwich.ma.us>; Meggan Eldredge <meldredge@town.harwich.ma.us>; Jon Idman <jidman@town.harwich.ma.us>; Elaine Banta <ebanta@town.harwich.ma.us>; Amy Usowski <ausowski@town.harwich.ma.us>

Subject: Opposition to large project at "Chloe's Path", Harwich, MA.

RE: "Chloe's Path".  [chloes_path_apartments_-_full_lip_application_-_july_14_2021.pdf](#)

Hello,

I am attaching two letters which I have written in opposition to the above referenced development in Harwich. One was written in January 2016 when a development for 9 houses was proposed on this environmentally sensitive land. Unfortunately, approval was given for 7 houses with a stipulation that there would be mitigation for the endangered species located there including a "Forever Wild Area".

Unfortunately, none of these stipulations were honored by the purchaser/current owner and he is now proposing an extremely large project which makes a travesty of his original approval with its detrimental effects on the environment, traffic situation and quality of life in Harwich. My second letter written in July 26th, reiterates these concerns and my opposition to development on this site, especially because of its large impact.

Please consider the negative effects that this project will have on our community without any positive effects, i.e. substantially increasing our affordable housing options on Cape Cod and do whatever you can do to stop this project.

Historically, there have been too many projects which have been approved by previous elected official which have created negative consequences for all of us living here today. We do not need to look any further than Cyanobacteria blooms in local ponds or shellfish/swimming areas closed among many examples. The time is now for you to begin to protect our environment and quality of life so that Cape Cod will be able to sustain a healthy environment for all in the future.

Thank you for your attention and your continued work to preserve the quality of life in Harwich and Cape Cod.

Sincerely,

Georgene Riedl
486 Route 28
Harwich Port, MA. 02646

July 26, 2021

To the Harwich Board of Selectmen,

I am writing to object to the proposal being presented to you tonight to construct a very large apartment building on "Chloe's Path" off Sisson Road with 96 units which has the potential to house 300 people.

My primary objection and biggest concern is that this land is and always has been an environmentally sensitive area where groundwater, discharge, etc. percolates down into the adjacent wetland which feeds into Grassy Pond, ultimately into Nantucket Sound. I am attaching a letter which I wrote to pertinent Harwich Town Boards concerning this land's environmental sensitivity and its status as a documented endangered turtle nesting area when it was 1st being proposed for 7 house lots in 2015/2016. This proves that my concerns are not new. However, my concerns about this property are even greater now because time has revealed the repercussions of allowing developments that affect wetlands that have been allowed by Cape town boards in the past. As our knowledge about the fragility of the Cape Cod environment has increased, this town, along with others Cape-wide are seeing many examples of the results of development that adversely affect fragile wetlands. We need to look no further than the toxic Cynobacteria blooms in West Reservoir, John Josephs Pond and Seymour pond that are happening in Harwich as I write this.

There is no doubt that there is a need for affordable housing in Harwich, as well as all of Cape Cod, Massachusetts and beyond. This development is not geared to working families as 15 of the 24 "affordable rate" apartments are 1 bedroom. A development like this with 72 market rate apartments increases the density of the town more than the affordable housing supply. There are other more suitable sites, away from vital wetlands, which could accommodate affordable housing in smaller projects that would just increase the affordable housing supply, not the population of the town. My other concerns are (1) This massive building does not favorably reflect the character of residential Harwich (2) traffic problems created by 300 + people going in and out of this development onto Sisson Road near the Elementary School/Harwich Center every day will be a nightmare (3) a development of this magnitude will increase burdens on our police/ fire/rescue department.

But first, most importantly, please consider the negative environmental impact any development on this critical land, especially one of this magnitude, will do to the health of our wetlands. If we all don't stay vigilant and protect our environment now ---our water, our air, our quality of life--- none of us will be able to live here or anywhere, affordable or not.

Respectfully submitted,

Georgene Riedl
486 Route 28, Harwich Port
CC-- Attachment

25 January 2016

To the Harwich Planning Board

I have walked the site of the proposed development between Sisson Road and Forest Street. I object to the development of homes which are proposed for this area because it is such a critically sensitive environment. There is a wetland with standing water adjacent to it which ultimately feeds into Grassy Pond and into Nantucket Sound.

I hope you will consider, first of all, that the extreme contours of the land will require massive excavation which will disrupt the Eastern Box Turtle habitat as well as other wildlife in this area. Secondly, that any new homeowners living at this proposed development will utilize, as most homeowners do these days, fertilizers, pesticides, and herbicides---all of which will percolate into the adjacent wetland. Thirdly, any additional clearing of vegetation, dumping of brush, etc. by the homeowners in the development will be difficult to monitor by town officials, requiring extra funding, etc. by the taxpayers of Harwich. Self-monitoring by a homeowners' association in the development would have no oversight. As the land exists now, it is a wild and an almost impenetrable area which is not susceptible to dumping, etc. (I disagree with David Callaghan of the Real Estate and Open Space Committee who is quoted in the Chronicle as saying "a heck of a lot of trash ends up in that area along Forest Street". I have driven and walked along Forest Street for almost 50 years and do not consider it a "trashy" area.)

I hope that the Planning Board will keep my concerns in mind when they consider this proposal and I hope that more consideration be made by you and other Town Boards to preserve this entire 13.2 acre parcel as conservation: forever wild for the quality of water and for the quality of life in Harwich.

Respectfully submitted,

Georgene Riedl

Harwich Port

CC: Harwich Conservation Commission, Harwich Conservation Trust, Real Estate and Open Space Committee, Harwich Board of Selectmen

Statement
James Walpole
Board of Selectmen
07/26/2021

I need your help.

My name is James Walpole the joint owner a single level residential home located at 214 Sisson Road in Harwich, Massachusetts.

The driveway, living room, and master bedroom of our home, are located directly across the road from the Chloe's Path Road's entrance and exit, the only access point for the proposed 96-unit apartment complex.

The complex is expected to house as many as 300 people, with an estimated 176 vehicles. In addition, there are deliveries by Postal, FedEx, UPS, Amazon, and school bus traffic etc. There is office staff, maintenance workers landscapers and snow removal that will frequent the complex.

There is a conservative estimate of 400 plus vehicular movements per day. When leaving the complex, the vehicles will not have yet reached optimum operating temperatures. They will accelerate to traffic levels, adding vehicular emissions, light, and noise pollution to the immediate area. The brunt of that pollution will adversely affect our reasonable use of our property.

My wife Mary has significant respiratory illnesses, and she may be unable to be outdoors due to the pollution increase.

It has been suggested that a pedestrian crosswalk may be installed and add to the need for vehicles to stop from either direction, and accelerate when the pedestrian traffic has crossed adding to pollution.

The traffic is further exacerbated by the fact there is currently no public transportation. If added, the Cultural Center should be the off-road planned stop, not Sisson Road. There will be traffic issues in the entire neighborhood and increased traffic on adjacent side roads.

Where in Harwich, is there a complex of this size? Does it fit the plan for the community?

In the past, there was a proposal to add approximately 7 Habit for Humanity homes on this property. Habit for Humanity would be a perfect fit and match the neighborhood and targets the neediest. That would eliminate burdensome traffic and pollution nightmare, from air, light, and noise.

The current proposal is unacceptable. Harwich must require that written mitigation plans be included to protect its' current and future residents. These plans must be enforceable for any project.

As I stated in the beginning, I really need your help.

James Walpole
214 Sisson Road
Harwich, Massachusetts 02645
07/26/2021

Dear Selectman,

The proposed Chloe 96-unit apartment complex is inappropriate for Harwich and will cause irreparable harm to our neighborhood and inhibit the normal use of our properties. There are four types of pollution that will harm our properties and our neighborhood.

1. Air quality pollution
2. Light pollution
3. Noise pollution
4. Traffic pollution - gridlock

The numbers of residents will increase by approximately 300 and a condensed level of vehicle movement to exceed 400 per day. This will change the complexion of the neighborhood, risk health, become a traffic hazard and potential gridlock.

Imagine your neighborhood, your street, and your house, with 400 vehicle movements perpendicular to your driveway, living room, and master bedroom and all the related pollution.

The property is better suited to Habitat for Humanity housing and the placement of approximately 7 individual units serving the needy.

Respectfully,

James Walpole

July 22, 2021

Board of Selectpersons
Town of Harwich
Harwich Town Hall
732 Main Street
Harwich, MA 02645

RE: Chloe's Path 40B Proposal

Dear members of the board,

I am the owner of 195 Sisson Road and after a community meeting held on Tuesday evening, July 20th, I have significant concerns about the scope and scale of the proposed development on Chloe's path.

I was born and grew up on Cape Cod and I am intimately familiar with the challenges of finding affordable and stable rental housing in this community. One of the reasons I decided to buy rather than rent was because I wanted control and stability over my living situation. I realize I was incredibly fortunate to have that option. I am for creating more rental housing that fits within the fabric of our towns and villages. However the claims made at the meeting on Tuesday night that this 96 unit, 300 person occupancy development will be a gift to the housing market on Cape are disingenuous at best. It does not take an expert to see through the veil of offering only 24 "affordable" units out of 96, which are not guaranteed to go to people already living, working, and in dire need of housing on cape as an excuse for the owner and developers to maximize their profits while offering a minimal return benefit for the community. This is financial greed disguised as altruism.

The massive size of this development poses traffic risks on an already busy street with the entrance to Chloe's Path directly across from a school drop off entrance and exit at the community center, connecting to a major road to the south (rt 28) and to the already dangerous intersection of Sisson, Main street and 124. Compound this with traffic from the new mini golf constructed on Sisson, the grocery store on Sisson and people coming and going from the school and highway, this seems like a recipe for a traffic nightmare. Not to mention the congestion that would hinder the first responders coming and going at the police and fire station. At this community meeting the developers admitted no traffic studies had been done, and that on their current timeline they would not be done until the fall which would not take into account the dramatic rise in traffic in the summer months.

There were also no privacy or safety considerations for current direct abutters on Sisson. Five homes would be directly backing up onto this development. As a single female that lives alone and a survivor of sexual assault in my own living space at the time, the idea of 300 plus people and their visitors, delivery drivers, utility workers etc coming and going on a daily basis with direct sight and access to my backyard is horrifying. I have spoken with homeowners who live near the apartment complex in Yarmouth on 28 on the site of the former Cavalier motel and they

say that there is an immense spillover effect into the surrounding residential neighborhoods of constant foot traffic of smokers, littering of cigarette butts, nip bottles, and general loitering to the extent that it harms business in the nearby plaza. When we think of the proximity of this site to Harwich Elementary School, does this sound responsible? When we think of attracting tourist dollars to our town, does this sound like the kind of environment people are expecting when they visit Cape Cod? This sounds like it belongs in Boston or the surrounding neighborhoods, not next to a small residential coastal village.

The plan of 7 duplexes as mentioned in the May 24th selectmen's meeting sounds much more sustainable and within reason to fit into the existing space and neighborhood, making space for families and taxpayers invested in keeping their neighborhood safe without such a strain on services or safety. The transition to an apartment complex of this scale is baffling and can only be explained by financial gain for the developers and owners.

I am all for building rental housing that fits the needs of our community. But this development in its current state will irrevocably change the footprint of this community while offering little benefit to the people that need reliable housing the most. Overdevelopment in such a small area already burdened with delicate infrastructure is not the answer to the Cape's housing crisis. The assertion by Andrew Singer, the lawyer representing the development, that this would help the town achieve its affordable housing quota or goal, while it may be a legal loophole, is a misrepresentation of the reality of how this would impact the community with little benefit to those who need affordable housing the most.

I question why the town would be so permissive with a proposal of this scale, when it would not add to the tax base and long term financial health of the town in any real way. I am also concerned as to why there was no representation from the BoS at this community meeting. How could you accurately ascertain the interest or concerns of a community if you are not present to do so?

Please consider asking the developers at Monday night's meeting to pause this project until further information and data regarding traffic, safety, wastewater and community impact can be studied, with real answers and solutions delivered to the current residents in this area as well as asking them to reconsider the overall size and scale, which in its current form does not sound sustainable or safe.

Sincerely,

Karen Beaty

From: Contact form at Harwich MA
Sent: Friday, July 23, 2021 3:25 PM
To: Joe Powers
Subject: [Harwich MA] Chloe's Path Proposal (Sent by Robert Clobridge, perceptualmoment@gmail.com)

Hello jpowers,

Robert Clobridge (perceptualmoment@gmail.com) has sent you a message via your contact form (<https://www.harwich-ma.gov/user/1733/contact>) at Harwich MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.harwich-ma.gov/user/1733/edit>.

Message:

I live at 225 Sisson Road and am a direct abutter to the proposed Chloe's Path project. I am in full agreement with the letter submitted by Peter Gori et al. I would like to offer that I believe that it would be highly irresponsible for our town leadership to endorse this plan without more in-depth analysis. Of particular concern are traffic/safety and environmental/water issues. There is no question that affordable housing is needed on the Cape, but the scope of this project demands more review. Thank you for your service to the town.

Robert Clobridge
PO Box 606
West Harwich MA 02671

Harwich board of Selectmen

RE: Chloe's path + 96 units

July 24, 2021

Dear Selectmen,

Please consider rejecting the proposal for Chloe's path.

A development this big has no place in Harwich. It's just too much density intensity for any area to handle.

Maybe more suitable for Yarmouth or Waltham, but not in Harwich, please.

Possibly 10-12 units would be acceptable for a lot this size. This is a town, not a city.

Thank you,

Robert Thomason
77 Oliver Snow Rd.
Harwich Port.





August 8, 2021
26 Pleasant Lake Ave
Harwich, Ma

Town of Harwich
Select Board Members
Dear Elected Officials:

I am writing to let you know that I agree with your firm actions in past months and presently. You have upheld Covid regulations, took a positive position on noise and alcohol statutes, Completed the Harwich Center Sidewalk project as per the Grant terms.

The sidewalk project has been positive. I see the effects daily. Traffic is still excessively heavy and I await the results and recommendation from the study done this last week of RTE 124. and the next phase for the center.

I am in agreement with the opposition to the 92 unit "friendly 40b" for Chloes Path off Sisson Road. It is not a true affordable plan and even if it were, the traffic and environmental concerns would make it not desirable.

The Halls Path East Harwich fiasco was well handled. I think someone should be paying a big fine!!

Our Town Manager is visible, vocal, and seems to work hand in glove with all of you. Nice change and good choice.

Thank you for getting us through the year so far. I encourage you to remain fiscally prudent as you go about managing OUR TOWN.

Most sincerely,

PATRICIA STACKHOUSE

From: "Gary J. Zelch via Harwich MA"
Date: August 9, 2021 at 3:30:50 PM EDT
To: Jamie Goodwin
Subject: Town
Reply-To: "Gary J. Zelch" <gjzelch@charter.net>

Submitted on Monday, August 9, 2021 - 3:30pm

Submitted values are:

What does this comment regard: Town

Please include any questions or comments: I wish to register my opposition to the "Chloe's Path Housing" project. I am an abutter at 205 Sisson Road. Almost 100 housing units at even 2 people per unit creates a 200 person cluster with 100 cars exiting & entering Sisson Road (only 1 way in and out) three doors away from me every day. Sisson Road is busy to begin with. A red light would be necessary immediately & create a traffic nightmare. If there are kids in this development, they would cut through my yard on the way to school. As is, my yard may fall into the street soon if a sufficient wall is not erected. We would welcome 10 to say 15 houses, but 100 units? It's silly. Sisson Road (top to bottom) probably has less than 100 houses on the entire road now - you want to double it? This is a bad idea. Some builder (eventually) will realize this property would be great for 10 to 15 regular houses, but I get the feeling the town has been holding back any progress with restrictions. Please entice a builder with a realistic plan and don't restrict them out of a rational profit to build something good for the town and the neighbors.

==Please provide the following information==

Name: Gary J. Zelch

Email Address: gjzelch@charter.net

Address: 1 Old Upton Road

City: Grafton, MA

State: Massachusetts

Zip: 01519

Board of Selectmen
Town Administrator
732 Main Street
Harwich MA 02645



Katherine Brownell
7 Old Campground Road
Harwich Port MA 02646

August 15, 2021

I'm writing with comments on the Chloe's Path development being proposed. I am strongly opposed to it, for the following reasons.

- The traffic is already terrible in this area- I live off Gilbert Lane and cannot believe how bad the traffic has gotten on Sisson Road. The road can't support any more homes.
- The project is way too big for the site. I read about the wildlife and water impacts, and the fact that the developers never put the promised plan for box turtles in place. Terrible and just not a good fit.
- It's not actually affordable! The prices are NOT reasonable for working people and that's supposed to be the point.

I read about the town's interest in developing affordable housing at two other sites, including the Marceline property on Route 124. We need affordable housing badly and I agree that it's better to control it ourselves rather than giving a big handout to developers and not getting much in return, besides a traffic mess and further impacts to our water and wildlife.

I urge you to reject this proposal, in the true interests of our town.

Sincerely,

A handwritten signature in blue ink that reads "Katherine Brownell". The signature is fluid and cursive, with a long horizontal line extending to the right.

Katherine Brownell

From: **Marilyn Kavaleski** mimikavaleski@hotmail.com
Subject: **Chloe's Path Proposal**
Date: **August 18, 2021 at 11:40 PM**
To: <https://www.harwich-ma.gov/board-of-selectmen>



Town of Harwich
Board of Selectmen

We are writing to you today to voice our concerns with the current Chloe's Path proposal. Several years ago Mr. Donovan approach the Town of Harwich to build nine homes on this site. The Chief of Police at that time suggested nine homes would generate too much traffic and suggested it be scaled down to seven. We understand Mr. Donovan and company now want to construct two buildings with 48 units apiece for a total of 96 units. A development of this magnitude, in our opinion, would have a negative impact not only on Sisson Road, but all the surrounding streets as well. This would also effect the wildlife living there, the endangered species, the conservation land, and the wetlands just below the site. We recognize the need for affordable housing and are not against it, if Mr. Donovan were to stick to the agreement of seven homes. Thank you for your time and consideration towards our concerns.
William and Marilyn Kavaleski



From: patrick otton

Sent: Friday, August 6, 2021 8:37 PM

To: Michael D. MacAskill ; Don Howell ; Larry Ballantine ; Mary Anderson ; Danielle Delaney ;patrick otton

Subject: P. Otton Comments Chloe's Path affordable housing development

August 6, 2021

Harwich Board of Selectmen

re: Local Initiative Program (LIP) for Chloe's Path affordable housing development

After attending via Channel 18 the Selectmen's meeting Monday July 26th and listening to attorney Singer's presentation here are my thoughts and concerns for the proposed Chloe's Path development. Submitted for the record. Thank you.

If you really are the Gallant Heroes you pretend to be - Saving Harwich and improving 401b status, why just 23 units out of 96?

If you really are the Gallant Heroes you pretend to be - why not make the entire development a 401b?

If you really are the Gallant Heroes you pretend to be - Why not listen to the neighbors and put in a development that suits the neighborhood and fits in to the rest of Harwich?

Gallant Heroes - Do 401b occupants get to pick and choose where they want to live ? Which apartment they get?

Gallant Heroes - Which apartments are the most desirable? and Which apartments are designated as 401b?

Gallant Heroes – Why is it that you want to rezone the wetlands and protected areas? Don't you care about Wildlife? Don't you care about Cape Cod? Or is it only your bank account that you really truly care about?

Gallant Heroes - Are all Apartments built to exactly the same standard? For example: All with granite counter tops? All will with tiled floors, etc.?

Gallant Heroes - Why don't you really truly do something wonderful for Harwich put in a complete 100% 401b complex – all units? And who knows you may even get a chance to call Bush/Singer Towers.

Harwich sees this schema again and again: A developer going to do wonderful things for Harwich under the guise of a 401b label. If Harwich truly wants to address housing, both over-development and as well future “affordable” housing why not apply a 50% sales tax on all

property sold for development and put that money towards affordable housing and/or purchasing land for conservation – never to be developed?

Thank you,

Patrick Otton
49 Kendrick Rd

From: Contact form at Harwich MA [<mailto:cmsmailer@civicplus.com>]
Sent: Monday, July 26, 2021 10:45 AM
To: Joe Powers
Subject: [Harwich MA] Selectman's meeting tonight 7/26/21 (Sent by Georgene Riedl, riedlgeorgene@gmail.com)

Hello jpowers,

Georgene Riedl (riedlgeorgene@gmail.com) has sent you a message via your contact form (<https://www.harwich-ma.gov/user/1733/contact>) at Harwich MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.harwich-ma.gov/user/1733/edit>.

Message:

July 26, 2021

To the Harwich Board of Selectmen,

I am writing to object to the proposal being presented to you tonight to construct a very large apartment building on "Chloe's Path" off Sisson Road with 96 units which has the potential to house 300 people.

My primary objection and biggest concern is that this land is and always has been an environmentally sensitive area where groundwater, discharge, etc. percolates down into the adjacent wetland which feeds into Grassy Pond, ultimately into Nantucket Sound. I am attaching a letter which I wrote to pertinent Harwich Town Boards concerning this land's environmental sensitivity and its status as a documented endangered turtle nesting area when it was 1st being proposed for 7 house lots in 2015/2016. This proves that my concerns are not new. However, my concerns about this property are even greater now because time has revealed the repercussions of allowing developments that affect wetlands that have been allowed by Cape town boards in the past. As our knowledge about the fragility of the Cape Cod environment has increased, this town, along with others Cape-wide are seeing many examples of the results of development that adversely affect fragile wetlands. We need to look no further than the toxic Cynobacteria blooms in West Reservoir, John Josephs Pond and Seymour pond that are happening in Harwich as I write this.

There is no doubt that there is a need for affordable housing in Harwich, as well as all of Cape Cod, Massachusetts and beyond. This development is not geared to working families as 15 of the 24 "affordable rate" apartments are 1 bedroom. A development like this with 72 market rate apartments increases the density of the town more than the affordable housing supply. There are other more suitable sites, away from vital wetlands, which could accommodate affordable housing in smaller projects that would just increase the affordable housing supply, not the population of the town. My other concerns are (1) This massive building does not favorably reflect the character of residential Harwich (2) traffic problems created by 300 + people going in

and out of this development onto Sisson Road near the Elementary School/Harwich Center every day will be a nightmare (3) a development of this magnitude will increase burdens on our police/fire/rescue department.

But first, most importantly, please consider the negative environmental impact any development on this critical land, especially one of this magnitude, will do to the health of our wetlands. If we all don't stay vigilant and protect our environment now ---our water, our air, our quality of life---none of us will be able to live here or anywhere, affordable or not.

Respectfully submitted,

Georgene Riedl
486 Main Street, Harwich Port
CC-- Attachment

25 January 2016
To the Harwich Planning Board

I have walked the site of the proposed development between Sisson Road and Forest Street. I object to the development of homes which are proposed for this area because it is such a critically sensitive environment. There is a wetland with standing water adjacent to it which ultimately feeds into Grassy Pond and into Nantucket Sound.

I hope you will consider, first of all, that the extreme contours of the land will require massive excavation which will disrupt the Eastern Box Turtle habitat as well as other wildlife in this area. Secondly, that any new homeowners living at this proposed development will utilize, as most homeowners do these days, fertilizers, pesticides, and herbicides---all of which will percolate into the adjacent wetland. Thirdly, any additional clearing of vegetation, dumping of brush, etc. by the homeowners in the development will be difficult to monitor by town officials, requiring extra funding, etc. by the taxpayers of Harwich. Self-monitoring by a homeowners' association in the development would have no oversight. As the land exists now, it is a wild and an almost impenetrable area which is not susceptible to dumping, etc. (I disagree with David Callaghan of the Real Estate and Open Space Committee who is quoted in the Chronicle as saying "a heck of a lot of trash ends up in that area along Forest Street". I have driven and walked along Forest Street for almost 50 years and do not consider it a "trashy" area.)

I hope that the Planning Board will keep my concerns in mind when they consider this proposal and I hope that more consideration be made by you and other Town Boards to preserve this entire 13.2 acre parcel as conservation: forever wild for the quality of water and for the quality of life in Harwich.

Respectfully submitted,

Georgene Riedl
Harwich Port
CC: Harwich Conservation Commission, Harwich Conservation Trust, Real Estate and Open Space Committee, Harwich Board of Selectmen

SISSON ROAD – CHLOE’S PATH ABUTTERS

July 21, 2021

Board of Selectmen
Town of Harwich
Harwich Town Hall
732 Main Street
Harwich, MA 02645

RE: Chloe’s Path 40B Proposal

Dear Chairman MacAskill and Members of the Board,

My name is Peter Gori, and while I grew up in Harwich many years ago, my family and I recently returned to town, having recently purchased a home at 226 Sisson Road. As a real estate professional and former resident who has been exploring the purchase of a home here for several years, I have followed the many and several prior schemes for the development of Chloe’s Path for some time.

I appreciate the opportunity to submit the following introductory comment letter on behalf of myself and my fiancée and co-owner, Lesley Cannon, as well as several of our neighbors. We believe this initial feedback echoes many, but by no means all, of the comments and sentiments posed by community members, neighbors, and direct abutters to the proposed project site last night, Tuesday, July 20, 2021, during the proponents’ first open “community” forum. We will follow this letter with a more detailed list of the many issues which were raised last night and multitude questions that we feel must be answered by the proponents through the public review of the proposed project and before any further actions are taken by either the Town, the State, or the proponents.

First, we want to state publicly and emphatically that many of our households support affordable housing broadly and, specifically, that we support the creation of *mixed-income* housing of all sorts, including multifamily rental apartments whenever and wherever appropriate, including across the Town of Harwich, along Sisson Road, and even at Chloe’s Path. I have personally spent most of my professional career in commercial real estate and development, and I spent a decade working as a Senior Manager at the urban planning and development agency of the City of Boston. I am, in no way, shape, or form, anti-development, anti-affordable housing, or a NIMBY, nor are my new neighbors. Many of us also consider ourselves well-informed as to the need for significant numbers of new housing units to be built across the Cape and the Islands to help stem the affordability and inventory crisis that we see today.

However, this project in its current form has been poorly rolled-out and it is poorly conceived. The project, at 96 units, over 150 parking spaces, and a projection of upwards of 300 new residents is simply entirely too large for the site itself, and out of scale with its neighborhood and environmental context. In addition, the proponents have skillfully but somewhat disingenuously presented this project as at the *beginning* of a lengthy permitting and development arc, while also submitting to this Board a request for a formal endorsement of its project to the Commonwealth with little-to-no meaningful community engagement and even less concrete, but no less necessary data as to the obvious and certain impacts of the proposal on our own immediate neighborhood, the nearby school and the Monomoy District as a

SISSON ROAD – CHLOE’S PATH ABUTTERS

whole, the Harwich Center Historic District, other nearby cultural and natural resources, or to the larger year-round and seasonal community and our quality of life.

It is also glaring, for a more than \$27,000,000.00 for-profit development project, that the proponents have not identified a single community benefit or – more sensibly – an overarching mitigation package to begin with, one that they no doubt should have teased or unveiled in these first several public forums. This lack of preparedness and seeming disinterest in the many other needs of the community, including the neighboring school, or otherwise, is simultaneously flabbergasting and frustrating to us as neighbors and observers of similarly sized developments across the Cape and beyond.

For these reasons and the detailed criticisms and questions to follow, we therefore urge the Selectmen and the Town Administrator’s office to reject the proposal in its current form without prejudice. We urge this Board to ask the proponents to voluntarily withdraw all applications to the Town or State immediately and go back to the drawing board. Further, we request that the proponents voluntarily slow their current trajectory and timeline(s) until they are willing and able to fully and publicly describe and present - and then conduct - a comprehensive and transparent community and permitting process. We request that this include a wholesale rethinking of the design, scale, and nature of their proposal including – most importantly – the completion and presentation of a series of studies of the significant potential and likely transportation and environmental impacts of what is undoubtedly the largest residential development proposal of its kind in this area for a generation.

These studies, in our opinion, must be undertaken in the light of day, and with public input and scrutiny from residents, abutters, nearby businesses, and area affordable housing advocates, among others. They should be scoped by the Town staff and line departments, presented more deliberately with the public and this Board as well as other State and Local agencies which ultimately may have jurisdiction of a project of this size and importance. These local departments and Boards need no further enumeration here but, at the very least, the Town and proponent should come together to acknowledge that the nature of the site should require a complete and exhaustive review by the Mass Department of Environmental Protection, MassDOT, and, perhaps, the Cape Cod Commission, among others.

Given my experience and the experience and interests of my neighbors, we respect the Town’s own challenge in stimulating interest in the development of affordable housing in Harwich and the challenging balance you face in identifying and sorting through the many issues that must be honestly and thoughtfully addressed by both the public review agencies, staff, and elected and appointed Boards responsible for harnessing and managing growth. We also acknowledge how projects must be financed and executed by the private sector to help deliver new, modern, and accessible housing to our communities. We further respect the Town Administrator’s office’s efforts to date and its direction to the proponent(s) to have their presentation aired publicly at the BoS as an informational presentation back in May before the airing of the project began, “on social media”.

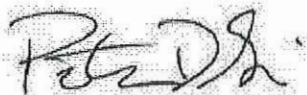
However, due to the lack of meaningful and proactive communications by the proponent or the Town to unveil and plainly explain such a massive proposal for a neighborhood cul-de-sac prior to last night, we feel that this entire process to date has proceeded out of sequence. Further, because of a series of reported missteps by prior developers and an inability or unwillingness by either to rectify any number of civil engineering, construction, environmental permitting, and communications issues that occurred before, we again feel that the proposal should be rejected without prejudice and a complete and total review be conducted of what preceded this current proposal and how a multifamily project of any scale might be built safely on this site.

SISSON ROAD – CHLOE’S PATH ABUTTERS

We respectfully submit this letter on behalf of, the following neighbors, on this 21st day of July, 2021:

Peter Gori and Lesley Cannon, 226 Sisson Road
Tom and Carol Thibert, 221 Sisson Road
Karen Beaty, 195 Sisson Road
David and Anna Lafebvre, 210 Sisson Road
Sara Zuspan and Ian Macinnis-Barker, 228 Sisson Road
Jay and Mary Walpole, 214 Sisson Road
Kathy Clobridge and Michael Tuck, 225 Sisson Road

Sincerely yours,

A handwritten signature in black ink, appearing to read "Peter Gori". The signature is stylized and somewhat cursive.

CC: Joseph Powers, Town Administrator
Meggan Eldridge, Asst. Town Administrator
Harwich Board of Appeals
Harwich Conservation Commission
Amy Usowski, Conservation Commission
Senator Julian Cyr
Representative Sarah Peake

INTERESTED IN HELPING SHAPE YOUR TOWN'S FUTURE?

The Town of Harwich is preparing to update its Land Use Master Plan, or "Local Comprehensive Plan," in 2022. The Plan, which is intended to inform future growth and development in the town, including issues relative to resource protection and infrastructure, was first adopted in 1967 and subsequently updated in 1993, 2000 and 2011. The Planning Board is ultimately responsible for reviewing the Plan update and submitting it to Town Meeting for adoption.

To this end, the Board of Selectmen is looking for members from the community at large to appoint to the Local Planning Committee. The Local Planning Committee will be advisory to the Planning Board and will work with the Town Planner and Planning Consultant (and other town boards, committees and officials, as necessary) to help guide and develop a draft Plan update for recommendation to the Planning Board. The Plan update will emphasize public process and engagement.

It is anticipated that the Committee will have a total of eleven (11) members: six (6) from local boards and committees and five (5) from the community at large.

- Though direct, relevant land use experience (like engineering, law, planning, etc.) is helpful, there are no specific qualifications, criteria, skills, expertise or experience required to serve.
- Qualifications could include extensive local history and knowledge; a cultural or other perspective particularly salient to the history or current life of the community; or simply a 'love' for the Town.
- Candidates from wide and diverse backgrounds offer great value to the process and are encouraged to apply.
- It is essential that members not have a pre-determined 'agenda, be driven by a 'single-interest,' or be self-interested; members shall act in the overarching best interests of the town as a whole with a collaborative, constructive, multi-disciplinary, multi-perspective approach to the Committee and its work.
- There will be an extensive time and work commitment associated with serving on the Committee. The estimated time period to prepare and adopt the Plan update is approximately 2 years. The Committee expects to hold meetings and hearings during this time every few weeks throughout the Plan update process.
- After completion and adoption of the Plan update, the Committee may remain empaneled to assist with its implementation.

The Town enthusiastically welcomes responses and looks forward to commencing this important and exciting project. Those interested in serving as community at large members of the Local Planning Committee should submit a statement of interest and a resume/ CV for receipt by _____, _____ 2021 to: Planning Department, Town Hall, 732 Main Street, Harwich, MA 02645 or by email to Elaine Banta, Planning Assistant, ebanta@town.harwich.ma.us

The Board of Selectmen, or its designee, will review responses received, hold interviews as it sees fit and notify successful candidates of their selection, the appointments subject to acceptance.

Please feel free to contact the Planning Department at the above address or by telephone at (508) 430-7511 with questions.

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, ~~desire to create~~ have created a regional school district, hereinafter referred to as “District”, consistent with the terms of Chapter 71 of the Massachusetts General Laws, (G.L.), as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Name and Composition. ~~During The name of the transition period spoken of in Section XX herein, the~~ District shall be ~~named by the Interim Monomoy Regional School Committee, utilizing a majority vote consistent with Section I, B below.~~ District. The Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two member towns, each of the four (4) Committee members, hereinafter sometimes referred to as “member towns,” from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. ~~For~~ Unless otherwise required by law or regulation, for a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two member towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the member town ~~that which~~ she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

~~-At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.~~

D. ~~Length of Terms.~~ With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms), ~~the~~Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk ~~unless the member has otherwise vacated his or her seat.~~

E. ~~Initial Staggering of Terms.~~ For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

In regard to each of the member towns, the two (2) candidates receiving the highest and second highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.

F. ~~F.~~ Vacancies. Any vacancy occurring on the Committee ~~for any cause~~ shall be filled by the local Select Board/Board of Selectmen and the remaining Committee members from the member town where the vacancy occurs. The members of the Select Board/Board of Selectmen shall meet in joint session with the remaining members of the ~~Regional School District~~ Committee from the ~~town~~member town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

F. ~~G.~~ Organization. At the first scheduled meeting of the Committee after the annual election of all member towns, the Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers and duties conferred ~~by law and imposed~~ upon regional school district committees ~~via G.L. Chapter 71, section 16 and otherwise by law,~~ including, but not limited to ~~the power,~~ those powers and duties as are specified in G.L. c. 71, Section 16-16I, inclusive, as any such laws may be amended from time to time to acquire property and/or time, subject to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee any local acceptance requirements, and the Harwich School Committee by this Agreement.

Section III. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute or regulation.
- C. The Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected by ballot from among the Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.
- E. The Committee shall elect a Secretary who may or may not be a member of the Committee's membership.
- F. The Committee shall appoint a Treasurer who shall not be a member of the Committee.
- G. Any action voted by the Committee thatwhich directly and specifically affects the elementary school(s) in only one member town will require that three of the four members of the Committee from the member town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

- A. The ~~Regional School~~ District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The ~~Regional~~ School District Committee, as established consistent with Section I (Membership of the ~~Regional~~ School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.
- B. The ~~Regional School~~ District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "~~preschool~~pre-kindergarten" is mentioned in this Agreement, it is done in order to permit the Committee, at some future date, the discretion to provide "universal" preschool classes/pre-kindergarten classes in addition to providing pre-kindergarten to qualifying students with disabilities.

F. The Committee may, in its discretion, alter the elementary/secondary grade ~~configuration~~configurations spoken to above.

~~G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extra-curricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.~~

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All ~~Regional~~District schools shall be located within the geographical limits of the District. The District school buildings shall be located on sites owned by, or leased to, the District.

~~B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~

~~C.~~There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Committee.

~~D.~~C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the ~~District School Committee.~~The term shall commence on the date when the Committee completes the transition period spoken to in Section XX and comes into full existence. The term shall commence July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner member towns, upon approval of the ~~Regional School District~~ Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board/Board of Selectmen of that member town and by the Committee, who shall execute the lease for the member towns and the District, respectively.

~~E.~~D. The Town of Chatham shall lease to the Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the ~~combined~~ Middle School/~~High School.~~

The terms expressed in ~~paragraph~~Section V, ~~D~~C shall apply equally to this paragraph.

~~F-E.~~ The Town of Harwich, shall lease to the Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, ~~as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School.~~ The ~~term~~term expressed in ~~paragraph~~Section V, ~~D~~C shall apply equally to this paragraph.

~~G.~~ ~~The leases of all of the above referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.~~

~~H-F.~~ At whatever point in time ~~that~~the land and/or buildings that are leased by a member town to the Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner member town.

~~I-G.~~ Payments from future leases of ~~District~~Regional property shall be paid to the ~~Regional School~~District.

Section VI. TRANSPORTATION

The Committee shall set District transportation policy. School transportation shall be provided by the ~~Regional School~~District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education (DESE) or its successor.

B. The ~~Regional School~~District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The ~~Regional~~District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Select Board/Board of Selectmen and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. ~~Said~~The District shall submit its proposed budget ~~shall be posted in to~~ the Town HallSelect Board/Board of each member town, ~~shall be provided to each member town's public library, and shall be submitted to the~~ Selectmen and Finance Committee ~~members~~ of each member town, ~~and provide a copy to each member town's public library and~~ Town

eClerk's office for posting.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. ~~c. chapter~~ 71, section 38N in a newspaper having general circulation in the region.
3. Upon request of the Finance Committee and/or the Select Board/Board of Selectmen of any member town, the Committee shall arrange to meet with such Finance Committee and/or Select Board/Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges- unless the Finance Committees and Select Board/-Board of Selectmen from each member town and the Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board/Board of Selectmen of a member town may request further information.
4. Consistent with G.L. ~~ce. Chapter~~ 71, section 16B the Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify and transmit to the Treasurer of each member town that ~~town~~member town's assessed share of such budget.
5. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
6. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of ~~chapter~~Chapter 71, section ~~16B~~18 B, as well as 603 CMR ~~section~~ 41.00, et seq., as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.
7. The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Committee to finance the District schools, inclusive of aid from the Co and ~~that which~~ will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades pre-K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

Section IX. METHOD OF ASSESSING COSTS OF THE ~~REGIONAL SCHOOL~~ DISTRICT

- A. Operating Costs. ~~Operating~~ The District shall apportion operating costs needed to support via the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows following process:
1. Each member town will contribute to be assigned the District no less than its minimum required local contribution to the District as determined by the Commissioner pursuant to G.L. chapter 70 DESE. Any excess costs needed to support the district's
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section IX, A, 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town member town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local

contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the ~~town~~member town's PreK-4 Foundation Enrollment divided by the member town's total Foundation Enrollment.
- ii. The Regional Budget's portion of the member town's minimum required local contribution will be determined by calculating the sum of: each member ~~T~~town's minimum required local contribution multiplied by the member ~~T~~town's 5-12 Foundation Enrollment divided by the member town's total Foundation Enrollment.

d. The above minimum required local contribution for each building will be apportioned as follows:

- i. Each member ~~t~~own will be apportioned 100% of its local elementary school building's above minimum required local contribution.
- ii. Each member ~~T~~town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each member ~~T~~town's average ratio of pupil- enrollment in grades five through twelve for the preceding three years. Each member ~~T~~town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member town's in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

3. Apportionment of Funds/Revenue

a. General fund revenues and state aid (excluding Regional Transportation Aid) will each be applied to the building or Regional ~~each school's budget-~~ as follows:

- i. Each elementary school's portion of the revenue will be determined by each member town's average ratio of foundation enrollment in PreK - 4 for the preceding three years. Each member town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
- ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total foundation enrollment for all member towns.

b. All ~~grant and all other District funds shall be apportioned to school budgets by the Committee -at the Committee's discretion.~~

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing

sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the town's foundation enrollment. Excess costs will be assessed to each member town on the basis of the combined three-three-year rolling average of each member town's foundation enrollment for each member town. That is, foundation enrollment figures, as published by DESE for each member town for the most recent three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will be assessed the same percentage of middle and high school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the Regional District during those three years.

2.

3.

4. ~~B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), capital costs shall be assessed to the member towns on the basis of the three year rolling average of each town's foundation enrollment as described in Section IX, A, 4 Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.~~

C. ~~above~~

D.

- E. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each ~~town~~ member town who attend the District's schools based on the average of the most recent three years' ~~October 1~~ enrollment figures as reported, currently on October 1, to DESE.

- F. Debt Service. ~~Except as expressed in Notwithstanding the terms of subsection E below (which pertains to the assessment of capital costs and B above, debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school), debt service costs~~ costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school ~~and the middle school~~ will be assessed to the member towns using the three year rolling average of each ~~town~~ member town's foundation enrollment as described in Section IX,A, ~~43~~ 43 above.

1. ~~Debt~~All other debt service costs attributable to the District's elementary schools will be assessed to the member towns based upon the mechanism described in paragraph E below which utilizes the most recent three years' October 1 enrollment figures.

2. ~~E.~~ Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' October 1 enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the capital and debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to that owns the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.

G. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the ~~Regional School~~ District in ~~five~~ equal installments by the first business day of ~~each August, November, February, May, and June~~ the month as set forth below:

Chatham: August, October, December, February, April, May, June
Harwich: July, September, November, January, March, May, June

Section X. STABILIZATION FUND.

The Committee may, consistent with the terms and conditions of G.L. ~~c.~~chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this ~~agreement~~Agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the ~~Regional School~~ District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be

applicable. New member towns may be admitted as of July 1st of any fiscal year, provided all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the ~~town~~member town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the ~~town~~member town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the ~~town~~member town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the ~~town~~member town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing ~~town~~member town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the ~~town~~member town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the ~~town~~member town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the ~~town~~member town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can

become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this ~~agreement~~Agreement as defined in Section XVIII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the ~~Regional-District~~ Committee or by the Select Board/Board of Selectmen and/or the Finance Committee of any member town.

Section XIV. ~~TEACHERS~~

~~In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.~~

Section ~~XV.~~ INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. c. ~~hapter~~ 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by ~~majority~~two-thirds vote will choose either the process that appears in subsection (d) of ~~chapter~~Chapter 71, section 16, or the process that appears in subsection (n) of ~~chapter~~Chapter 71, section 16.

Section ~~XVI.~~ XV. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section ~~XVII~~XVI (Amendments).

Section ~~XVII.~~ XVI. AMENDMENTS

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the ~~District~~ Committee or by a petition signed by ten ~~per cent~~percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective ~~town~~member town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the ~~town~~member town. Such amendments to the ~~agreement~~Agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

Section ~~XVIII.~~ XVII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Committee will commenced on July 1, 2012 ~~at the conclusion of the transition period established in Section XX.~~

Section ~~XIX.~~ XVIII. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this ~~Regional School~~ District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Section ~~XX.~~ TRANSITION PERIOD

~~As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.~~

~~A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.~~

~~B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.~~

~~C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.~~

~~D. Powers of the IRSC and the Regional School Committee During the Transition Period.~~

~~During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:~~

- ~~1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.~~
- ~~2. The power to establish and adopt policies for the regional school district.~~
- ~~3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.~~
- ~~4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.~~
- ~~5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.~~
- ~~6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.~~
- ~~7. The power to appoint a regional School Building Committee.~~
- ~~8. The power to develop and adopt a strategic plan for the Regional School District.~~
- ~~9. The power to appoint subcommittees.~~

~~E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:~~

- ~~1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~
- ~~2. Program offerings will remain substantially the same.~~
- ~~3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~
- ~~4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.~~

5. ~~During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.~~

~~F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.~~

Dated this _____ day of _____, 2021.

Chatham Select Board

Peter Cocolis, Chair

Shareen Davis, Vice Chair

Cory Metters, Clerk

Dean Nicasastro, Member

Jeffrey S. Dykens, Member

Harwich Board of Selectmen

Michael D. MacAskill, Chair

Mary E. Anderson, Clerk

Larry G. Ballantine, Member

Donald F. Howell, Member

Monomoy Regional School Committee

~~Nancy Scott, Chair~~

~~Nancy Scott, Chair~~

Meredith Henderson, Vice Chair

Joseph Auciello, Member

Tina Games, Member

Danielle Tolley, Member

Terry Russell, Member

Jackie Zibrat-Long, Member

Sharon Stout, Member

Department of Elementary and Secondary Education

Jeffrey Riley, Commissioner

Revised Regional Agreement Language

POTENTIAL VOTE

As presented at the July 14, 2021 school committee meeting, Dr. Carpenter shared again the proposed changes to the MRSD Regional Agreement as it relates to the assessment method. Dr. Carpenter noted three new modifications to the language as requested by Town of Chatham administrators. Danielle Tolley asked for more information related to declining enrollment, increasing costs per student, areas for potential revenue, and weighted voting. Further discussion among the committee occurred on those topics. Joseph Auciello spoke on the importance of moving forward on the proposed changes to correct the financial inequity of the member towns assessment costs and providing fiscal relief to Harwich, who bears the brunt of the fiscal inequity.

MOTION: Jackie Zibrat-Long moved to approve the revised regional agreement language as presented this evening (8/11/21), seconded by Meredith Henderson.

ROLL CALL VOTE: Joseph Auciello: aye; Sharon Stout: aye; Meredith Henderson: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Terry Russell: aye; Nancy Scott: aye.

UNANIMOUS the motion passes.

Regional Agreement Proposed Changes

Unless highlighted, the following is a summary of Proposed Changes that the Committee has discussed previously and noted in the redlined version of the Regional Agreement (A5066778.DOC[Ver:4]). DESE requested changed from their April 13, 2020 and March 9, 2020 feedback (Christine Lynch and subsequently Michelle Griffin to Marc Terry) are highlighted in light blue. Administrative proposals regarding budgeting, capital and debt, and ultimately the assessment are highlighted in yellow. One additional recommended change of a now obsolete provision is highlighted in orange.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. Name and Composition – “the District shall be named by the Interim Regional School Committee” becomes “The name of the Regional School District shall be the Monomoy Regional School District.”
- B. Weighted Voting – When a majority vote is required by statute (as with the District’s budget), the Regional Agreement cannot legally require something more -- here, our Agreement requires at least one vote from each town in the affirmative. DESE recommends that the wording of the second sentence in this section start with “*Unless otherwise require by law or regulation, for a motion which requires a majority vote to pass....*” Similarly, there would be no requirement that at least one Committee member from each member town vote in the affirmative when a 2/3 vote is required (as happens with a vote to borrow for Debt).
- C. Election of Members – the wording defining the initial election of School Committee members using an “Initial Staggering of Terms” is removed.
- D. Length of Terms – reference to the initial election’s “Initial Staggering of Terms” is removed. Clarity is added that allows for a member to begin serving in a vacated seat when it occurs outside of the regular election cycle.
- E. Initial Staggering of Terms – this entire clause is removed because it was only applicable to the first election for School Committee members as the School District formed and is now obsolete.
- E. Vacancies – Becomes the new E with the above subsection deleted. Superfluous wording of “for any cause” is removed.

Section II. POWERS OF THE COMMITTEE

The wording defining the Powers of the Committee during the period July 1, 2012 to June 30, 2013, as the new district transitioned from Chatham and Harwich Public Schools, is removed because it is now obsolete.

DESE also recommends that we should include a broader reference to the powers of a regional school committee

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in GL Chapter 71, Section 14 to 16l, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law. (Note the wording “including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings” is presumed to be covered within DESE’s recommendation.)

Section III. QUORUMS, VOTES, AND GOVERNANCE

- B. DESE requests that the words "or regulation" added this subsection so that it ends with "...or as require by statue or regulation."
- D. Removal of the obsolete example of how the Chairperson will rotate between the two towns in the first two years of regionalization, as the standard practice of the rotation is also included and remains in this clause.
DESE recommends the addition in D of the wording: "The chairperson and vice-chairperson must be elected by ballot."

Section IV. TYPE OF SCHOOL DISTRICT ~~AND TRANSFER OF ASSETS~~ (note here the AND TRANSFER OF ASSESTS should be deleted as it is obsolete)

- E. DESE recommends that clarity be added in E that PreK for students with an IEP is not within the School Committee's discretion to provide. More appropriate language for E would be "Where the term *preschool* is mentioned in the Agreement, it is done to recognize the responsibility of the District to provide PreK for students with an IEP and to allow the School Committee discretion to provide for the addition of *universal* preschool classes at some future date."
- G. The entire G, referring to the transfer of assets in revolving accounts that are school-related to the schools and school-related supplies to the new school district has happened. This entire section should be deleted.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

- B. Removal of the obsolete clause stating "it is the intend of the member towns to build a new high school and to renovate a middle school". Removal of this subsection shifted the lettering of each of the following up one position in the alphabet.
- C. The elementary schools are leased by the school district for a term of 20 years, the initial Regional Agreement left open when that 20 year term began, and is now defined as beginning July 1, 2012.
- D. Now defines that the Town of Chatham leases the land and buildings of its elementary and middle school to the district beginning July 1, 2012 (as defined by Section V, C above).
- E. Now defines that the Town of Harwich leases the land and buildings of its elementary to the district beginning July 1, 2012 (as defined by Section V, C above).

Section VII. BUDGET

- C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
 - 1. Clarifies that the proposed budget is submitted to the Boards of Selectmen, Finance Committees, and a copy provided to each member's public library and town clerk's office for posting.
 - 2. Budgets shall be detailed and itemized to include: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges and adds future flexibility with the clause "unless the Finance Committees and Board of Selectmen from each member town and the Regional School Committee subsequently agree to some other methodology."
 - 5. Add the following subsection under budget to clarify how School Choice revenues are used: "The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on

school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment."

6. (Formerly #5) Clarifies budget approval or disapproval by the towns shall be consistent with the law and the Regional Agreement; however, "In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail."

Section VIII. BUDGETARY DEFINITIONS

- B. 1. "Operating Costs" should be stated as "in any of the grades PreK-12, inclusive", not K-12.

Section IX. METHOD OF ASSESSING COST OF THE REGIONAL SCHOOL DISTRICT

The Administration has recommended that it would be more fiscally equitable if each member town payed for its own elementary school. The Administration is proposing that the entire Operating Costs section be replaced using wording already approved by DESE for Mount Greylock Regional, which has each member town pay for its own elementary school. The following uses Mount Greylock's wording, applying the minimum required contribution, then assessing elementary costs to the member towns for their elementary schools and splitting the remaining cost by using a three-year rolling average of foundation enrollment.

- A. Operating Costs. The District shall apportion operating costs via the following process:
 1. Each member will be assigned the minimum required local contribution to the District as determined by the Department of Elementary and Secondary Education.
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section XI, A, 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:
 - i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the town's PreK-4 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - ii. The Regional Budget's portion of the member towns' minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the town's 5-12 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - d. The above minimum required local contribution for each building will be

apportioned as follows:

- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
 - ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member towns in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.
- e. Each member's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.
3. Apportionment of Funds/Revenue
- a. General fund revenues and state aid (excluding Regional Transportation Aid) will each be applied to each school's budget as follows:
 - i. Each elementary school's portion of the revenue will be determined by each town's average ratio of foundation enrollment in PreK – 4 for the preceding three years. Each town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
 - ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total total foundation enrollment for all member towns.
 - b. All grant and all other District funds shall be apportioned to school budgets by the District at the District's discretion.

- B. Capital Costs. The redline version clarifies what are capital costs, including but not limited to the cost of acquiring land, construction, reconstruction, building additions, renovations, and extraordinary repairs, furnishings and equipment for schools, architect and consultant fees, and borrowing costs. The longstanding intent is that future capital costs at the elementary level will be assessed to the member town that owns the elementary school, while future capital costs at the middle school and high school would be attributed to the towns using a three-year rolling average of each town's foundation enrollment – this was lost in translation within the current redline version.

The last paragraph under Capital Cost should be revised to read:

1. Capital costs attributable to the high school and middle school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment. That is, the foundation enrollment figures as published by DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will

be assessed the same percentage of high school and middle school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

2. Capital costs attributable to the Districts elementary schools will be assessed to the member town that owns the building.

Note adopting this Administrative recommendation clarifies a concern DESE had about Debt Service (in D below) that was incurred after July 1, 2017.

- C. Transportation Costs. Clarifies that it is the three-year rolling average of reported October 1 enrollment of Harwich and Chatham students that is used.
- D. Debt Service. As the only current debt for the district is that of the high school, change this subsection to read "Debt Service on the High School. Debt service costs attributable to the construction of the high school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment as described in Section IX, B, 1 above."
- E. This clause is deleted in its entirety, as it is obsolete and covers "until such time as there is one regional high school and one regional middle school".
- F. This section only clarifies the existing practice of which months Chatham and Harwich will pay their assessment to the school district.

Section XI. ADMISSION OF ADDITIONAL TOWNS

DESE recommends that this section include a statement similar what is required by DESE regulations. "A new member may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31." This section could conclude with this DESE recommended wording.

Section XIV. TEACHERS – this section is deleted because it is obsolete and describes how teachers with professional status will be handled when the District comes into existence. Note deleting this section moves INCURRING DEBT up to Section XIV.

Section XIV. INCURRING DEBT

The wording in the current draft finds the vote to incur debt to be "by majority vote." As such, DESE recommends that the wording be changed to be consistent with MGL C 71, 14 D which requires a 2/3 vote of the school committee.

Section XX. TRANSITION PERIOD – this section and all references to it are deleted because it is obsolete and the transition from the Interim Regional School Committee to the new District has happened.

REVISION TO SIGNATORIES

Finally, DESE requests that the agreement add lines for the Commissioner at the end of the Agreement to indicate approval and date (along with any local officials who want to sign off on the document).

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as "member towns", ~~desire to create~~ have created a regional school district, hereinafter referred to as "District", consistent with the terms of Chapter 71 of the Massachusetts General Laws, (G.L.), as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Name and Composition. ~~During The name of the transition period spoken of in Section XX herein, the~~ District shall be ~~named by the Interim Monomoy Regional School Committee, utilizing a majority vote consistent with Section I, B below.~~ District. The Regional District School Committee, hereinafter sometimes referred to as the "Committee", shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two member towns, each of the four (4) Committee members, hereinafter sometimes referred to as "member towns," from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. ~~For~~ Unless otherwise required by law or regulation, for a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two member towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the member town ~~that which~~ she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

~~-At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied,~~ there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. ~~Length of Terms.~~ With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms), ~~the~~ Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk. ~~unless the member has otherwise vacated his or her seat.~~

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

~~In regard to each of the member towns, the two (2) candidates receiving the highest and second highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.~~

E. ~~F.~~ Vacancies. Any vacancy occurring on the Committee ~~for any cause~~ shall be filled by the local Select Board/Board of Selectmen and the remaining Committee members from the member town where the vacancy occurs. The members of the Select Board/Board of Selectmen shall meet in joint session with the remaining members of the ~~Regional School District~~ Committee from the ~~town~~ member town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

F. ~~G.~~ Organization. At the first scheduled meeting of the Committee after the annual election of all member towns, the Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers and duties conferred ~~by law and imposed~~ upon regional school district committees ~~via G.L. Chapter 71, section 16 and otherwise by law,~~ including, but not limited to ~~the power,~~ those powers and duties as are specified in G.L. c. 71, Section 16-16I, inclusive, as any such laws may be amended from time to time to acquire property and/or time, subject to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee any local acceptance requirements, and the Harwich School Committee by this Agreement.

Section III. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute or regulation.
- C. The Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected by ballot from among the Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.
- E. The Committee shall elect a Secretary who may or may not be a member of the Committee's membership.
- F. The Committee shall appoint a Treasurer who shall not be a member of the Committee.
- G. Any action voted by the Committee that which directly and specifically affects the elementary school(s) in only one member town will require that three of the four members of the Committee from the member town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

- A. The ~~Regional School~~-District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The ~~Regional~~-School District Committee, as established consistent with Section I (Membership of the ~~Regional~~-School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L. Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.
- B. The ~~Regional School~~-District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "~~pre-school~~pre-kindergarten" is mentioned in this Agreement, it is done in order to permit the Committee, at some future date, the discretion to provide "universal" ~~pre-school classes~~pre-kindergarten classes in addition to providing pre-kindergarten to qualifying students with disabilities.

F. The Committee may, in its discretion, alter the elementary/secondary grade ~~configuration~~configurations spoken to above.

~~G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.~~

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All ~~Regional~~ District schools shall be located within the geographical limits of the District. The District school buildings shall be located on sites owned by, or leased to, the District.

~~B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~

~~C.~~ There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Committee.

~~D.~~C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the ~~District School Committee.~~ The term shall commence on the date when the Committee completes the transition period spoken to in Section XX and comes into full existence. The term shall commence July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner member towns, upon approval of the ~~Regional School District~~ Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board/Board of Selectmen of that member town and by the Committee, who shall execute the lease for the member towns and the District, respectively.

~~E.~~D. The Town of Chatham shall lease to the Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the ~~combined Middle School/High School.~~

The terms expressed in ~~paragraph~~Section V, D C shall apply equally to this paragraph.

~~F. E.~~ The Town of Harwich, shall lease to the Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, ~~as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School.~~ The ~~term~~term expressed in ~~paragraph~~Section V, D C shall apply equally to this paragraph.

~~G.~~ ~~The leases of all of the above referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.~~

~~H. F.~~ At whatever point in time ~~that~~the land and/or buildings that are leased by a member town to the Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner member town.

~~I. G.~~ Payments from future leases of ~~District~~Regional property shall be paid to the ~~Regional School~~ District.

Section VI. TRANSPORTATION

The Committee shall set District transportation policy. School transportation shall be provided by the ~~Regional School~~ District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education (DESE) or its successor.

B. The ~~Regional School~~ District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The ~~Regional~~ District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Select Board/Board of Selectmen and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. ~~Said The District shall submit its proposed budget shall be posted in to the Town Hall Select Board/Board of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town.~~ and provide a copy to each member town's public library and €Town

eClerk's office for posting.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. ~~c. chapter~~ 71, section 38N in a newspaper having general circulation in the region.
3. Upon request of the Finance Committee and/or the Select Board/Board of Selectmen of any member town, the Committee shall arrange to meet with such Finance Committee and/or Select Board/Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. unless the Finance Committees and Select Board/-Board of Selectmen from each member town and the Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board/Board of Selectmen of a member town may request further information.
4. Consistent with G.L. ~~ce, Chapter~~ 71, section 16B the Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify and transmit to the Treasurer of each member town that town/member town's assessed share of such budget.
5. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
6. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of ~~chapter~~ Chapter 71, section ~~16B18 B~~, as well as 603 CMR ~~section~~ 41.00, et seq., as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.
7. The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Committee to finance the District schools, inclusive of aid from the Co and ~~that which~~ will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades pre-K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

- A. Operating Costs. ~~Operating~~ The District shall apportion operating costs needed to support via the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows following process:
1. Each member town will contribute to be assigned the District no less than its minimum required local contribution to the District as determined by the Commissioner pursuant to G.L. chapter 70 DESE. Any excess costs needed to support the district's
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section IX, A. 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town member town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local

contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the ~~town~~member town's PreK-4 Foundation Enrollment divided by the member town's total Foundation Enrollment.
- ii. The Regional Budget's portion of the member town's minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the member town's 5-12 Foundation Enrollment divided by the member town's total Foundation Enrollment.

d. The above minimum required local contribution for each building will be apportioned as follows:

- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
- ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each member town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each member town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member town's in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

3. Apportionment of Funds/Revenue

a. General fund revenues and state aid (excluding Regional Transportation Aid) will each be applied to the building or Regional ~~each school's~~ budget- as follows:

- i. Each elementary school's portion of the revenue will be determined by each member town's average ratio of foundation enrollment in PreK - 4 for the preceding three years. Each member town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
- ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total foundation enrollment for all member towns.

b. All grant and all other District funds shall be apportioned to school budgets by the Committee -at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing

sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the town's foundation enrollment. Excess costs will be assessed to each member town on the basis of the combined three-three-year rolling average of each member town's foundation enrollment for each member town. That is, foundation enrollment figures, as published by DESE for each member town for the most recent three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will be assessed the same percentage of middle and high school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the Regional District during those three years.

2.

3.

4. B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), capital costs shall be assessed to the member towns on the basis of the three-year rolling average of each town's foundation enrollment as described in Section IX, A, 4 Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. ~~above.~~

D.

- E. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each ~~town~~ member town who attend the District's schools based on the average of the most recent three years' ~~October 1~~ enrollment figures as reported, currently on October 1, to DESE.

- F. Debt Service. ~~Except as expressed in Notwithstanding the terms of subsection E below (which pertains to the assessment of capital costs and B above, debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school), debt service costs~~ costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school ~~and the middle school~~ will be assessed to the member towns using the three year rolling average of each ~~town~~ member town's foundation enrollment as described in Section IX,A,43 above.

1. ~~Debt~~All other debt service costs attributable to the District's elementary schools will be assessed to the member towns based upon the mechanism described in paragraph E below which utilizes the most recent three years' October 1 enrollment figures.

2. ~~E. Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' October 1 enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the capital and debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to that owns the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.~~

- G. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional School District in five equal installments by the first business day of each August, November, February, May, and June the month as set forth below:

Chatham: August, October, December, February, April, May, June
Harwich: July, September, November, January, March, May, June

Section X. STABILIZATION FUND.

The Committee may, consistent with the terms and conditions of G.L. c. chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement~~Agreement~~ adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School~~District~~ upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be

applicable. New member towns may be admitted as of July 1st of any fiscal year, provided all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the ~~town~~ member town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the ~~town~~ member town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the ~~town~~ member town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the ~~town~~ member town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing ~~town~~ member town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the ~~town~~ member town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the ~~town~~ member town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the ~~town~~ member town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can

become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this ~~agreement~~Agreement as defined in Section ~~XVII~~ (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the ~~Regional-District~~ Committee or by the Select Board/Board of Selectmen and/or the Finance Committee of any member town.

Section XIV. ~~TEACHERS~~

~~In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.~~

Section ~~XV~~. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. c. ~~chapter~~ 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by ~~majority two-thirds~~ vote will choose either the process that appears in subsection (d) of ~~chapter~~Chapter 71, section 16, or the process that appears in subsection (n) of ~~chapter~~Chapter 71, section 16.

Section ~~XVI~~. XV. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section ~~XVII~~XVI (Amendments).

Section ~~XVII~~. XVI. AMENDMENTS

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the ~~District~~ Committee or by a petition signed by ten ~~per cent~~percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective ~~town~~member town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the ~~town~~member town. Such amendments to the ~~agreement~~Agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

Section ~~XVIII~~-XVII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Committee ~~will commence~~ on July 1, 2012 ~~at the conclusion of the transition period established in Section XX.~~

Section ~~XIX~~-XVIII. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this ~~Regional School~~ District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Section ~~XX~~. TRANSITION PERIOD

~~As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.~~

~~A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.~~

~~B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.~~

~~C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.~~

~~D. Powers of the IRSC and the Regional School Committee During the Transition Period.~~

~~During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:~~

- ~~1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.~~
- ~~2. The power to establish and adopt policies for the regional school district.~~
- ~~3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.~~
- ~~4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.~~
- ~~5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.~~
- ~~6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.~~
- ~~7. The power to appoint a regional School Building Committee.~~
- ~~8. The power to develop and adopt a strategic plan for the Regional School District.~~
- ~~9. The power to appoint subcommittees.~~

~~E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period.~~ ~~During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:~~

- ~~1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~
- ~~2. Program offerings will remain substantially the same.~~
- ~~3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~
- ~~4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.~~

5. ~~During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agent(s) for purposes of processing invoices and payments for said transportation.~~

~~F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.~~

Dated this _____ day of _____, 2021.

Chatham Select Board

Peter Cocolis, Chair

Shareen Davis, Vice Chair

Cory Metters, Clerk

Dean Nicastro, Member

Jeffrey S. Dykens, Member

Harwich Board of Selectmen

Michael D. MacAskill, Chair

Mary E. Anderson, Clerk

Larry G. Ballantine, Member

Donald F. Howell, Member

Monomoy Regional School Committee

Nancy Scott, Chair

Naney Scott, Chair

Meredith Henderson, Vice Chair

Department of Elementary and Secondary Education

Jeffrey Riley, Commissioner

Joseph Auciello, Member

Tina Games, Member

Danielle Tolley, Member

Terry Russell, Member

Jackie Zibrat-Long, Member

Sharon Stout, Member

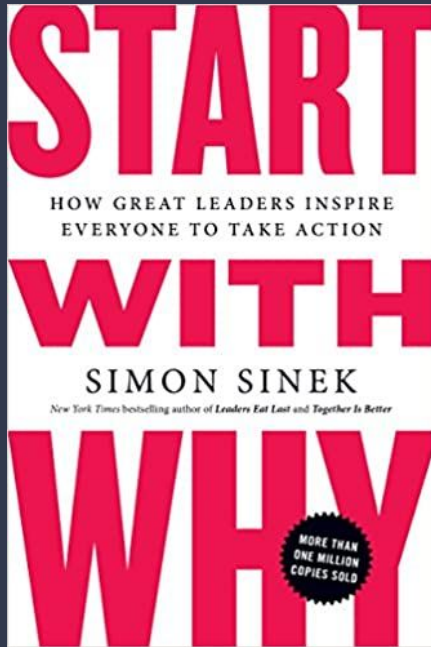
Recommended Revisions to the Monomoy Regional Agreement

The Monomoy Regional School Committee voted to approve and move forward to the Select Boards in Chatham and Harwich this recommendation by unanimous vote of the full 8-person committee at its August 11, 2021, meeting.

**A presentation for
School Committee and
Select Boards
November 2021**



The Why

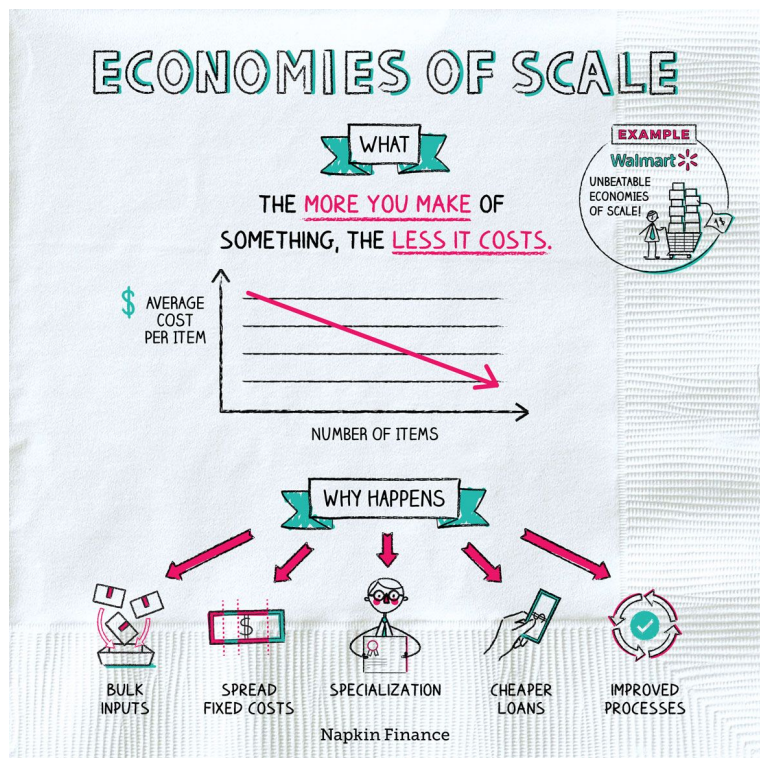


Two reasons:

First, there is a great deal of obsolete language in the existing Regional Agreement describing the process of bringing the regional district into existence. The recommended revisions remove obsolete language and, where needed, add wording to clarify the current practice or statute.

Second, the Superintendent has raised a concern of unintended fiscal inequity in how the language in the Regional Agreement handles assessment, where the Town of Harwich ends up subsidizing operational costs of a much smaller Chatham Elementary School. A new approach to assessing costs is recommended, which would find each town paying for its own elementary school; thereby mitigating the unintended elementary fiscal inequity.

Understanding the Fiscal Inequity: Basic Economics



Economies of scale apply to businesses in the private sector, and also apply to operating schools.

Generally, the more students we educate within a school, the less it will cost to educate each student, because building-level costs (such as administrative, nursing, counseling, and specialist salaries, as well as utility expenses) are divided among a larger student population in bigger schools.

Understanding the Fiscal Inequity: Real Numbers

FY22 Harwich Elementary School net budget
\$6,069,495

FY22 Chatham Elementary net budget
\$2,794,157

FY22 Harwich Elementary School enrollment
492 students

FY22 Chatham Elementary School enrollment
145 students

FY22 net cost per student at Harwich Elementary
\$12,336

FY22 net cost per student at Chatham Elementary
\$19,270

**FY22 difference in cost per student:
It costs \$6,934 more to educate a student at Chatham Elementary
(compared to Harwich Elementary), simply because of economies of scale.**

**Under the existing Regional Agreement, Harwich taxpayers fund
the majority (75.11%) of this difference in cost per student.**

Understanding the Fiscal Inequity: Current Assessment

FY22 Harwich Elementary School net budget
\$6,069,495

+

FY22 Chatham Elementary net budget
\$2,794,157

FY22 combined Elementary School net budgets
\$8,863,652

Per the existing Regional Agreement, these costs are assessed based on the 3-year rolling average of foundation enrollment.

FY22 3-year Harwich foundation enrollment
75.11%

FY22 3-year Chatham foundation enrollment
24.89%

FY22 Harwich's current assessed share of
Elementary School net budgets
\$6,657,489

FY22 Chatham's current assessed share of
Elementary School net budgets
\$2,206,163

It would cost Harwich taxpayers less to pay
for their town's elementary school net budget.

It would cost Chatham taxpayers more to pay
for their town's elementary school net budget.

A simple and more equitable approach would be to have each town pay for the cost of its own elementary school.

This would annually shift about \$600,000 in assessment costs from Harwich to Chatham, making the assessment more fiscally equitable.

Why addressing the fiscal inequity is important:

The School Committee and Superintendent have and will continue to provide the same strong elementary programming at both Chatham Elementary School and Harwich Elementary School.

Equalizing the net cost per elementary student by simply cutting Chatham Elementary's operating budget from the current (FY22) \$19,270 per student to only \$12,336 means that the school's budget wouldn't be able to sustain the same level of staffing. Such a cut would cause a drastic increase in class size and decrease specials and supports for students. Equalizing costs would be inequitable to the students, and is viewed as unacceptable to the Superintendent and School Committee.

Making operations of the elementary schools more fiscally equitable benefits Harwich, its families, and its taxpayers:

The proposal shifts costs from Harwich to Chatham, providing fiscal relief to Harwich because Chatham would be fully funding the actual costs of running a smaller elementary school.

Making operations of the elementary schools more fiscally equitable benefits Chatham and its families:

The proposal ensures that strong educational programming remains at Chatham Elementary and, by providing fiscal relief to Harwich, better supports passage of sound school budgets by the town that will allow the district to maintain programs and quality across all grades K-12.

Recommended Revisions to the Assessment

There are three areas within the current Regional Agreement that would be changed under this recommendation:

- 1) How School Choice revenue is handled
- 2) How the Operating Assessment is calculated
- 3) How capital costs are assessed to each town

Recommended Revisions to the Assessment

Adding a Process for Allocating School Choice Revenue

(Section VII. Budget adds a provision 7 regarding allocation of School Choice revenue)

Currently, there is no provision in the Regional Agreement for how School Choice revenue is applied toward the budget.

In practice, since regionalization, School Choice revenue offsets a portion of the staffing costs and lies outside of the budget. Since both towns are assessed simply based on a proportion determined by the 3-year rolling average of foundation enrollment, there hasn't been a need to ensure each town get its share of School Choice revenue.

Under the recommended revision to the assessment, the budget will be prepared net of School Choice revenue.

School Choice revenue will then be proportionally allocated to offset each school's budget based on the school's average ratio of enrollment at that school for the preceding three years (determined by October 1 reporting to DESE). This ratio is the ratio that the school's enrollment is of the total district enrollment.

School Choice revenue IS NOT based on school choice into that building, because in order to balance class sizes, administrative decisions are often driving school choice enrollment towards one or the other elementary school.

Recommended Revisions to the Assessment

The recommended adjustments to the assessment methodology in the Regional Agreement change how the Operating Assessment is calculated by attributing the costs to run each elementary school to the town that owns that elementary school (see Section IX. Method of Assessing Costs of the District).

Current Assessment Methodology per the existing Regional Agreement:

FY22 Harwich Operating Assessment: \$25,043,128

FY22 Chatham Operating Assessment: \$7,765,396

Alternative Assessment if the Recommended Revisions to the Regional Agreement were adopted by Town Meetings:

FY22* Harwich Operating Assessment: \$24,431,627

FY22* Chatham Operating Assessment: \$8,376,896

*note: these are provided as an example only. The FY22 assessment has already been determined by Town Meeting vote under the current assessment methodology.

[Click here to see how the Operating Assessment is calculated under the existing Regional Agreement](#)

[Click here to see how the Operating Assessment would be calculated under the recommended revision to the Regional Agreement](#)

Recommended Revisions to the Assessment

Adjusting the Method of Assessing Capital Costs

(Section IX. B. of the redlined Regional Agreement recommendations)

The original Regional Agreement split all capital costs by the 3-year rolling average of foundation enrollment.

The recommended revisions would assess only capital costs at the middle school and high school by the 3-year rolling average of foundation enrollment. Any capital costs for the elementary school would be assessed only to the town that owns the building.

Upcoming Capital Projects:

The district has had in its Capital Plan a need to replace the roof of Chatham Elementary School in the near future. The ballpark cost estimate of this roof replacement is about \$1.5M.

The district has also had in its Capital Plan a need to replace the roof of Monomoy Regional Middle School in the near future. The ballpark cost estimate for this roof replacement is also about \$1.5M. The middle school is also in need of siding and trim replacement. Roofing costs may be offset by MSBA, siding and trim are not.

Recommended Revisions to the Assessment

Chatham Elementary Roof Example

Under the existing Regional Agreement, the approximate \$1.5M cost of the Chatham Elementary School roof would be split based on the 3-year rolling average of foundation enrollment:

Chatham would bear 24.89% (FY22) of the costs.
Harwich would bear 75.11% (FY22) of the cost.

Under the Recommended Revisions:

Chatham would bear 100% of the costs. And Harwich would be solely responsible for its elementary school roof in the future.

Monomoy Regional Middle School Roof Example

Under the existing Regional Agreement, the approximate \$1.5M cost of the Monomoy Regional Middle School roof would be split based on the 3-year rolling average of foundation enrollment:

Chatham would bear 24.89% (FY22) of the costs.
Harwich would bear 75.11% (FY22) of the cost.

The Recommended Revisions DO NOT alter assessment of capital costs at the regional middle school or regional high school.

Chatham would bear 24.89% (FY22) and Harwich 75.11% (FY22) of the cost for both the roof and any siding and trim at the middle school, and any future high school capital projects.

**Monomoy Regional School District
Budget and Assessment Summary**

	FY22 Budget	6/24 Vote	
Total Budget \$	41,561,134		
Budget excluding elementary school costs \$	41,561,134		
<u>Revenue</u>			
Chapter 70	(\$3,850,274)		
Excess And Deficiency	(\$800,000)		
Charter School	(\$100,028)		
Medicaid	(\$100,000)		
Interest	(\$80,000)		
Misc Revenues	(\$13,562)		
	TOTAL	(\$4,943,864)	
<u>Non Operating Expenditures</u>			
Transportation	(\$1,510,308)		
Capital/Stabilization	(\$363,813)		
Debt	(\$1,934,625)		
	TOTAL	(\$3,808,746)	
Total Operating Assessment		\$32,808,524	
<u>Required Minimum Contribution</u>			
- Set by DESE	Harwich	Chatham	Total
	\$13,246,021	\$3,856,063	\$17,102,084
<u>Additional Funds Needed to Support District Budget</u>			
	Harwich	Chatham	
	75.11%	24.89%	
	\$11,797,107	\$3,909,333	\$15,706,440
Operating Assessment Per Member	\$25,043,128	\$7,765,396	\$32,808,524
<u>Transportation Assessment</u>			
	Harwich	Chatham	Total
	75.96%	24.04%	\$1,510,308
Total Transportation Aid			\$731,525
Transportation Assessment Per Member	\$591,564	\$187,219	\$778,783
<u>Debt Assessment</u>			
	Harwich	Chatham	
	75.11%	24.89%	
MRHS Bond (principal and interest)	\$1,453,097	\$481,528	\$1,934,625
Final Financing	\$0	\$0	\$0
Debt Assessment Per Member	\$1,453,097	\$481,528	\$1,934,625
<u>Capital Assessment</u>			
	Harwich	Chatham	
	75.11%	24.89%	
Capital/Stabilization Assessment Per Member	\$273,260	\$90,553	\$363,813
<u>Summary</u>			
	Harwich	Chatham	Total
Operating Budget	\$25,043,128	\$7,765,396	\$32,808,524
Transportation	\$591,564	\$187,219	\$778,783
Capital	\$273,260	\$90,554	\$363,814
Total before Debt:	\$25,907,952	\$8,043,169	\$33,951,121
Debt	\$1,453,097	\$481,528	\$1,934,625
TOTAL FY22 Assessment	\$27,361,049	\$8,524,697	\$35,885,746
TOTAL FY21 Assessment	\$26,820,046	\$8,899,195	\$35,719,241
	Harwich	Chatham	Total
Change in Assessment	\$541,002	(\$374,497)	\$166,505
% Change	2.02%	-4.21%	

This is the final FY22 assessment.

The proposed changes to the assessment methodology only affect the operating assessment. The other components will remain unchanged.

Monomoy Regional School District
Alternative Method of Assessment - Based on FY22 figures

Please note these figures are provided for illustrative purposes only and should not be taken as an indicator of future assessments

Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT

A. Operating Costs. The District shall apportion operating costs via the following process:

1. Each member will be assigned the minimum required local contribution to the District as determined by the DESE.
2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section IX, A, 3. Apportionment of Funds/Revenue.

Harwich Elementary School building net budget	\$	6,069,495
Chatham Elementary School building net budget	\$	2,794,157
Regional net budget (MRMS, MRHS and District)	\$	23,944,871
Total Operating Assessment	\$	32,808,524

See below for calculation of budget net revenue by building

- b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by member town and age group (PreK-4 and 5-12). This will be requested from DESE annually.

Foundation Enrollment by Town, by School		% of Town Fdn Enrollment
Harwich - PK-4 Foundation Enrollment	480	35.27%
Harwich - 5-12 Foundation Enrollment	881	64.73%
Chatham - PK-4 Foundation Enrollment	157	36.26%
Chatham - 5-12 Foundation Enrollment	276	63.74%

- c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the member town's PreK-4 Foundation Enrollment divided by the member town's total Foundation Enrollment.

HES portion of the minimum required local contribution	\$	4,671,631
CES portion of the minimum required local contribution	\$	1,398,157

- ii. The Regional Budget's portion of the member town's minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the member town's 5-12 Foundation Enrollment divided by the member town's total Foundation Enrollment.

Regional Portion of Harwich minimum required local contribution	\$	8,574,390
Regional Portion of Chatham minimum required local contribution	\$	2,457,906

- d. The above minimum required local contribution for each building will be apportioned as follows:

- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.

\$	1,397,864	\$	1,396,000	\$	2,793,864
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- ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each member town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each member town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member town's in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.

Regional Budget Above Minimum Local Required Contribution	\$	12,912,575
Harwich 3 year average pupil % (Grades 5-12)		75.80%
Chatham 3 year average pupil % (Grades 5-12)		24.20%

\$	9,787,743	\$	3,124,833	\$	12,912,575
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OPERATING ASSESSMENT		ASSESSMENT		
		Harwich	Chatham	Total
FY22 Operating Assessment with original methodology		\$ 24,431,627	\$ 8,376,896	\$ 32,808,523
Difference		\$ (25,043,128)	\$ 7,765,396	\$ (17,277,732)

3. Apportionment of Funds/Revenue

a. General fund revenues and state aid (excluding Regional Transportation Aid) will each be applied to the building or Regional budget as follows:

i. Each elementary school's portion of the revenue will be determined by each member town's average ratio of foundation enrollment in PreK – 4 for the preceding three years. Each member town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.

General fund revenue and state aid	\$	4,943,864
Harwich Elementary School building total budget	\$	7,392,267.96
Harwich average ratio of enrollment in PreK-4		27%
HES portion of revenue	\$	1,322,772.98
Harwich Elementary School building net budget	\$	6,069,494.98
Chatham Elementary School building total budget	\$	3,226,813.76
Chatham average ratio of enrollment in PreK-4		9%
CES portion of revenue	\$	432,656.99
Chatham Elementary School building net budget	\$	2,794,156.77
Regional total budget	\$	27,133,305.28
Average ratio of enrollment in 5-12		64%
Regional portion of revenue	\$	3,188,434.03
Regional net budget (MRMS, MRHS and District)	\$	23,944,871.25

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as "member towns", desire to create a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Name and Composition. During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The Regional District School Committee, hereinafter sometimes referred to as the "Committee", shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to

maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection B (Initial Staggering of Terms), the term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.

F. Vacancies. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

G. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.

Section III. QUORUMS, VOTES AND GOVERNANCE

A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.

B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute.

C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional District School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The Regional District School Committee shall elect a Secretary who may or may not be a member of the Regional District School Committee's membership.

F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.

G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee, as established consistent with Section I (Membership of the Regional School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "preschool" is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide "universal" preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configuration spoken to above.

G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.

C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably

withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.

E. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/ High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

F. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V,D shall apply equally to this paragraph.

G. The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.

H. At whatever point in time that land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

I. Payments from future leases of Regional property shall be paid to the Regional School District.

Section VI. TRANSPORTATION

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

- 1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Regional District School Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town.**
- 2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.**
- 3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.**
- 4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.**
- 5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.**

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

A. **Operating Costs.** Operating costs needed to support the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows:

1. Each member town will contribute to the District no less than its minimum required local contribution as determined by the Commissioner pursuant to G.L. chapter 70.
2. Any excess costs needed to support the district's budget will be assessed to the member towns on the basis of the town's foundation enrollment.
3. Excess costs will be assessed to each member town on the basis of the combined three-year rolling average of foundation enrollment for each member town. That is, the foundation enrollment figures as published by the DESE for each member town

for the past three years will be averaged, as will the total of the foundation enrollments of all of the member towns for the past three years. Each member town will be assessed the same percentage of the excess costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), capital costs shall be assessed to the member towns on the basis of the three year rolling average of each town's foundation enrollment as described in Section IX, A, 4 above.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each town who attend the District's schools based on the average of the most recent three years' October 1 enrollment figures as reported to DESE.

D. Debt Service. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school), debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment as described in Section IX,A,4 above.
2. Debt service costs attributable to the District's elementary schools will be assessed to the member towns based upon the mechanism described in paragraph E below which utilizes the most recent three years' October 1 enrollment figures.

E. Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' October 1 enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the capital and debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be

assessed under subsections B and D above. However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.

F. The payment of the assessed share of costs by each member town, as computed by the Regional District School Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional School District in five equal installments by the first business day of each August, November, February, May, and June.

Section X. STABILIZATION FUND.

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in

paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVIII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

Section XIV. TEACHERS

In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.

Section XV. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of chapter 71, section 16, or the process that appears in subsection (n) of chapter 71, section 16.

Section XVI. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

Section XVII. AMENDMENTS

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten per cent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

Section XVIII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

Section XIX. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Section XX. TRANSITION PERIOD

As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.

A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.

B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.

C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.

D. Powers of the IRSC and the Regional School Committee During the Transition Period. During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.
5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
7. The power to appoint a regional School Building Committee.
8. The power to develop and adopt a strategic plan for the Regional School District.
9. The power to appoint subcommittees.

E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.

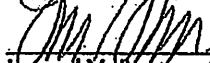
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.

5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.

F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.

Dated this 19th day of January, 2011

Chatham Board of Selectmen


Leonard M. Sussman, Chairman

Harwich Board of Selectmen


Angelo S. LaMantia, Chairman

Interim Regional School Committee


Jeffrey Dykens, Chatham


Eric Whiteley, Chatham


William Bystrom, Chatham


Craig Voke, Chatham

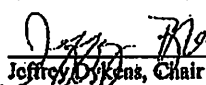

Thomas Blute, Harwich


Sue Daggelt, Harwich


Mark Russell, Harwich


Brian Widegren, Harwich

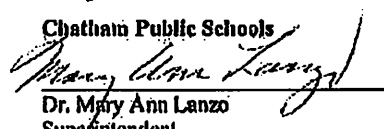
Chatham School Committee


Jeffrey Dykens, Chair

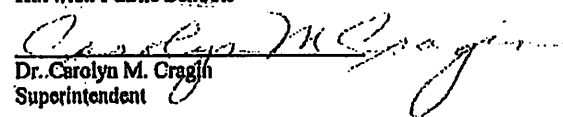
Harwich School Committee


Polly Hemstock, Chair

Chatham Public Schools


Dr. Mary Ann Lanzo
Superintendent

Harwich Public Schools


Dr. Carolyn M. Cragin
Superintendent

Department of Elementary and Secondary Education


Mitchell D. Chester, Commissioner

Harwich Bikeways Committee Charge

Background:

The town of Harwich is home to a network of bikeways that allows its residents to utilize bicycles for both recreation and transportation.

Charge:

The mission of the Harwich Bikeways Committee is to work with the Harwich DPW and volunteers to develop, maintain, and improve the Old Colony Rail Trail (OCRT), Cape Cod Rail Trail (CCRT), and other recommended bike routes in Harwich. The Committee will make recommendations for the allocation of funds to be used to ensure safety on our bikeways, including but not limited to the purchase of crossing lights at road intersections. Community Education on safe bicycling practices falls within the scope of this Committee and in conjunction with the Harwich Police Department, MASS DOT and other relevant municipal entities.

Membership:

The Committee shall be comprised of 7 members appointed by the Board of Selectmen. Membership terms will be staggered in 3-2-2 manner, consistent with other Town Committees and each term will be 3 years. Reorganization of the Committee Membership will take place July 1 each year.

APPROVED by the Board of Selectmen

November 13, 2017

MISSION STATEMENT

BIKEWAYS COMMITTEE
(FORMERLY BIKE PATH STUDY COMMITTEE)

The Bike Path Study Committee shall be known as the Bikeways Committee. The Bikeways Committee shall study the needs for Town sponsored bikeways and shall investigate the location, design, cost and modes of funding of such bikeways and associated facilities. The Bikeways Committee shall have authority to deal with any governmental agency by preparing and submitting such plans and other information as it may deem necessary to obtain assistance and funding, and shall have authority to research and recommend to any governmental agency or individual as may assist its purposes, including the development, maintenance and improvement of bikeways, except that no such agreement shall require an expenditure of funds in excess of sums appropriated by the Town, which does hereby vote to raise and appropriate or appropriate from available funds, a sum of money to be used for such purpose, or do or take any other action in this matter.

Further, the Bikeways Committee will undertake such related duties and projects as necessary which are consistent with the Town of Harwich Comprehensive Plan as it relates to bicycles for both recreation and transportation, including, but not limited to, bike lanes, routes and trails throughout Harwich, whether dedicated or shared. Bicycle education and safety will also be an appropriate area of concern.

The Bikeways Committee shall consist of seven (7) members appointed by the Selectmen, to include six Citizens-at-Large and the Chief of Police, each to serve a term of one (1) year. The Director of Highways & Maintenance shall serve as an ex-officio member. For each vacancy created by the expiration of an appointment, the Selectmen shall appoint a successor. A vacancy created in any other manner shall be filled for the remaining unexpired term by appointment made by the Selectmen. The Committee members shall annually choose a chairperson from among themselves.

Approved by the Board of Selectmen
at a Public Meeting - March 14, 1995.

Amended by the Board of Selectmen
at a Public Meeting - August 15, 1995.

TRAFFIC SAFETY COMMITTEE

Purpose

Provide a forum to discuss resident, business and staff safety concerns, and provide recommendations and potential solutions. The Committee will provide citizens the opportunity to voice concerns and bring issues to the attention of town staff, and if appropriate, to the Board of Selectmen.

This Committee will report to the Town Administrator.

Scope

The committee shall undertake the following:

1. Assist with the planning and design of improvements to roadways, intersections, sidewalks, bikeways and other transportation facilities, including streetscape improvements.
2. Review building site plans for public safety issues and concerns.
3. Address public safety issues that fall beyond the scope of or cannot be addressed by a single Town department.
4. Review for compliance to ADA regulations
5. Recommend priorities for improvements
6. Submit recommendations for changes to Harwich Traffic Regulations.

Procedures

The Committee will hold periodic (at least monthly) meetings as necessary to accomplish the purposes set forth above.

Conduct

The Committee shall post meeting notices and maintain minutes as required under open meeting law.

Interpretation

The Selectmen may, from time to time consistent with law, confer on the Committee additional responsibilities relating to the work of the Committee. Any questions concerning the nature or scope of the Committee's authority shall be clarified by instructions from the Selectmen, and the Selectmen's directives in this regard shall be determinative.

Committee Composition

The Committee shall consist of 5 or 7 members. The Town Administrator shall appoint three members, representing the public safety and other town departments as appropriate. Additionally the Board of Selectmen shall appoint two or four members of the public for three year terms. The first appointees by the Board of Selectmen shall be appointed for staggered terms.

Reports

The Committee shall make periodic reports consistent with agreed milestones and action items from the work of the Committee. At appropriate times the Committee shall provide a status report to the Board of Selectmen.

Dissolution

Upon recommendation from the Town Administrator, the Selectmen may declare that the Committee's functions have been fulfilled, and upon notice by the Selectmen to the Committee members, the Committee's responsibilities shall terminate. This Committee is formed for the exclusive purpose identified above.

Date Adopted: June 30, 2014



MEMO

To: Board of Selectmen

From: Interview and Appointments Committee

Date: June 5, 2012

Subject: Disbanding of the Traffic & Safety Committee

The Traffic Safety Committee was created by the Board in 1994. Currently there are no active appointees on the Committee. With the creation last week of the Public Safety Committee comprising of staff members who will take up the responsibilities of the former Traffic & Safety Committee it is recommended that this Committee be dissolved.

CHARGE FOR THE TRAFFIC SAFETY COMMITTEE

It shall be a major purpose of the Traffic Safety Committee (TSC) to recommend to the Board of Selectmen suggestions to improve the transportation plan in Harwich for present and year-round needs which promotes safe, convenient, accessible, and economical transportation and is consistent with the Town's recreational needs and its historic, scenic and natural resources. In the furtherance of this purpose, the TSC shall study and make recommendations on the improvement of the Town's built transportation network, including but not limited to the following:

1. Assist with the Planning and design of improvements to roadways (including state highways), intersections, sidewalks, bikeways and other transportation facilities (including streetscape improvements).
2. Recommend a prioritization plan for improvements.
3. Submit recommendations for the development of an integrated plan for safely accommodating bicycle travel throughout the Town in cooperation with the Bikeways Committee.
4. Submit recommendation for changes to Harwich Traffic Regulations.

This charge shall be carried out as to be substantially consistent with the goals and recommendations of the Harwich Comprehensive Plan to work in cooperation with other Town agencies, committees and the public.

ADMINISTRATIVE ASPECTS

The TSC shall file an annual report with the Board of Selectmen for inclusion in the Town's annual report.

Meeting minutes shall be kept in accordance with applicable law, with copies to be sent to the Board of Selectmen and Town Clerk.

The Traffic Safety Committee shall be appointed by the Board of Selectmen and composed of five members for three (3) year staggering terms.

Traffic Safety Committee established
by vote of the Board of Selectmen
at a Public Meeting, December 13, 1994.

Charge amended by the Board of Selectmen
at a public meeting, November 9, 2009

CHARGE FOR THE TRAFFIC SAFETY COMMITTEE

It shall be a major purpose of the Traffic Safety Committee (TSC) to work towards achieving goal 7.1.1 of the Harwich Comprehensive Plan which reads, "To develop a transportation plan in Harwich for present and year-round needs which promotes safe, convenient, accessible, and economical transportation and is consistent with the Town's recreational needs and its historic, scenic and natural resources." The TSC shall also play an active role in the implementation of its planning recommendations. In the furtherance of these objectives, the TSC shall study, make recommendations on, and take appropriate action for the improvement of the Town's built transportation network, including but not limited to the following:

1. Planning and design of improvements to roadways (including state highways), intersections, and other transportation facilities (including street-scape improvements).
2. Development of a prioritization plan for recommended improvements.
3. Development of an integrated plan for safely accommodating bicycle travel throughout the Town in cooperation with the Bike Path Study Committee.
4. Development of plans for roadway sign consolidation and provision of gateway ideas throughout the Town.
5. Investigation of methods and sources of funding for the above purposes.

This charge shall be carried out as to be substantially consistent with the goals and recommendations of Section 7.0.0 of the Harwich Comprehensive Plan.

ADMINISTRATIVE ASPECTS

The TSC shall file an annual report with the Board of Selectmen for inclusion in the Town's annual report.

Meeting minutes shall be kept in accordance with applicable law, with copies to be sent to the Board of Selectmen and Town Clerk.

The Traffic Safety Committee shall be appointed by the Board of Selectmen and composed of five members for a one-year term as follows: Three Citizens-At-Large, One representative from the Bike Path Study Committee and One representative from the Planning Board.

Traffic Safety Committee established
by Vote of the Board of Selectmen
at a Public Meeting, December 13, 1994.

To: Board of Selectman

From: Larry Ballantine

cc: Joe Powers

Megan Eldridge

Subject: Community Center Facilities Committee Discussion

To follow-up my charge to review the Community Center Facilities Committee I met with Carolyn Carey, Community Center Director, and Ralph Smith, Council on Aging representative to the committee. I subsequently attended a Facilities Committee monthly meeting and met separately with Joe Powers, Town Administrator.

Following these meetings, I recommend the committee stay active as it provides a valuable resource to the Community Center Director, Town Administrator and Board of Selectmen by providing direct input from Council on Aging and Recreation and Youth Services which share use of the Community Center. Sean Libby, Building Maintenance Director provides operational and maintenance support and other at-large appointments provide resident input. This sounding board is important to ensuring the Community Center serves the needs of all Harwich residents.

Joe Powers confirmed this advisory committee does not interfere with the normal town operations, i.e., chain of command to ensure overall responsibility lies with the Town Administrator and Board of Selectmen. To reiterate, Carolyn employs the Facilities Committee discussion/inputs to help direct Community Center operations, budgets, and plans which in turn are submitted to the Town administrator for discussion and approval. The Board of Selectmen has ultimate authority for the Community Center.

Briefly the committee was established at a 1998 Special Town Meeting to help develop, implement, establish policies and procedures for the general operation and maintenance of the Community Center. Recommendations are directed to the Town Administrator and Board of Selectmen.

In practice, the Facilities Committee meets monthly to discuss operations, budgets, building uses and coordination with other departments to advise the Community Center Director. A more complete listing of its charge is listed below. The Community Center Director uses this information to follow the chain-of- command to operate the Center.

COMMUNITY CENTER FACILITIES COMMITTEE

The Community Center Facilities Committee is made up of five members appointed for three - year- staggered terms, one from the Council on Aging, one from the Youth and Recreation Commission and three at large:

(1) Establish communications with the Council on Aging, the Recreation and Youth Commission and other community groups and organizations to determine the potential demand for use of the Community Center.

(2) Develop, implement, and oversee policies and procedures for the use of shared areas of the Community Center and for the general operation of the buildings and grounds, including, but not limited to, procedures for providing balanced access to various shared areas; distribution of information as needed to community groups and citizens with respect to those policies; development of procedures for dispute resolution. Adoption of any such policies, including additions or amendments to existing policies, shall be subject to the prior approval of the Board of Selectmen.

(3) Develop and submit to the Town Administrator, in accordance with established practice, an annual budget for the maintenance and operation of the facility.

(4) Undertake such other responsibilities relative to the use and maintenance of the facility as the Board of Selectmen may from time to time direct or charge.

(5) Periodically update the Board of Selectmen as to status of its operations and current or potential problems.

(6) Meet no less than once per month and maintain minutes of all meetings and file copies of those minutes in a timely fashion with the Town Clerk and the Board of Selectmen.

(7) No later than December 31st of each year, submit to the Board of Selectmen an annual report suitable for inclusion in the Town Report.

(8) Observe the requirements of the Open Meeting Law, the Charter of the Town of Harwich, and Roberts Rules of Order in the conduct of its business.

(9) Refrain from entering into any negotiations, contracts or other discussions or activities which might be perceived as a commitment of an obligation on the part of the Town without prior consultation with and an affirmative vote of the Board of Selectmen.

CONTRACTS



HARWICH FIRE DEPARTMENT

MEMORANDUM

David J. LeBlanc, **Chief of Department**
Craig W. Thornton, **Deputy Fire Chief**

Date: October 25, 2021
To: Procurement
From: David LeBlanc, Fire Chief
Subject: Fire Department – Ambulance Replacement

Project: As part of the 2 year replacement cycle, the fire department is replacing an ambulance. This purchase was accelerated due to the chassis shortage creating a delaying in construction. This ambulance was scheduled for the Spring 2022 ATM

Description:

2022 Ford F550 4x4 custom built Life Line Emergency Medical Vehicle through the Houston-Galveston Area Council (HGAC) program

Vendor 1:

Specialty Vehicles, Inc. 18 Commerce Blvd. Plainville, MA 02762
Contact: Dawna Lewis dlewis@svine.com 508.699.0616

1) Ford F-550 Lifeline Ambulance **Price:** \$378,257.00

Procurement Source: Houston-Galveston Area Council (HGAC)

Funding: \$378,257.00 – Harwich 2021 Special Town Meeting Article 13

Source: 2021 Special Town Meeting – Free Cash

Additional Information:

Contact/Signatory:

Specialty Vehicles, Inc. Dawna Lewis dlewis@svine.com 508.699.0616

Included documentation:

Procurement Checklist and Approval Form
Specialty Vehicles, Inc. - Pricing Proposal
Specialty Vehicles, Inc. - Build Sheet
KP Law Contract

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: LeBlanc **DEPARTMENT:** Fire Department

FUNDING SOURCE: 2021 Special Town Meetin - Article 13 (Free Cash)

Appropriated amount: \$378,676.00 **Estimated cost:** \$378,257.00 **Actual cost:** \$378,257.00

PROCUREMENT METHOD:

HGAC - Houston Galveston Area Council

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

2022 Ford F550 Lifeline Ambulance replacing a 2016 Ford F550 Lifeline Ambulance.

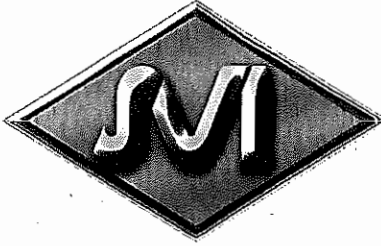
This a part of the every other year replacement program, however this purchase was moved up from the Spring of 2022 due to an anticipated delay in build time.

04420A2/621013

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799644E...



Specialty Vehicles, Inc.



18 Commerce Boulevard
Plainville, MA 02762
Tel: 508.699.0616
Fax: 508.699.0977
Toll Free: 888.699.0616
www.svine.com

SUBMITTED TO:	BIDDER:	MANUFACTURER:
Chief David LeBlanc Harwich Fire Department 175 Sisson Road Harwich, MA 02645	Specialty Vehicles, Inc. 18 Commerce Blvd. Plainville, MA 02762 Sales Rep: Mark Hooper	Life Line Emergency Vehicles 1 Life Line Drive Sumner, IA 50674

DESCRIPTION OF VEHICLE	BUDGET QUOTE	DATE: August 25, 2021
One (1) New / Unused 2022 Ford F550 4x4 custom-built Life Line "Superliner" Type 1-AD, Class I Emergency Medical Vehicle, per the attached proposal #210722-0002.		
PRICING BREAKDOWN:		
Total Price Of Vehicle:		\$ 388,157.00
LESS Ford FIN Concession:		(\$ 4,900.00)
LESS Trade-In Allowance:		(\$ 5,000.00)
TOTAL DELIVERED PRICE OF VEHICLE:		\$ 378,257.00
DELIVERY:		
Current delivery lead-time is approximately 210 calendar days after receipt of custom ordered chassis, final approved work order / drawings and signed Sales Contract; whichever occurs later.		
This proposal valid thru December 30, 2021, excluding any Ford chassis price increases.		
Terms: Net cash due upon delivery and acceptance.		
Any / all Federal, State or Local Taxes are NOT included.		

Thank you for the opportunity to submit our proposal. If you have any questions please feel free to contact me at (888) 699-0616.

Respectfully Submitted,

Mark C. Hooper

Mark C. Hooper
President



ATTACHMENT A

BUDGET PROPOSAL 08-25-2021

LIFE LINE EMERGENCY VEHICLES

HARWICH FIRE DEPARTMENT
Chief David LeBlanc
175 Sisson Road
Harwich, MA 02645
508-430-7546

SPECIALTY VEHICLES, INC.
Mark C. Hooper
18 Commerce Blvd.
Plainville, MA 02762
888-699-0616
508-699-0616
mhooper@svine.com

Exp. Date: //
Quote No: 210722-0002
BODY: SUPER D 171" SUPERLINER TYPE I-AD

08/25/2021

Job/Order No: PROPOSAL

Page 1

PART NO	DESCRIPTION	QTY
	== 171" SUPERLINER TYPE I-AD - 1.000 07/22/2021 == SHOP NOTE: NOTE: Build To Be Compliance Thru Current Change Notice At Time Of Signed Contract.	1
00-00-0500	MASTER PARTS REVISION DATE (Start 01-08-20 to 04-01-20) LIFE LINE WARRANTY SHOP NOTE: Warranties Include: Lifetime Modular Body Warranty. Lifetime Limited Cabinet Warranty. 5-Year/60,000 Mile Product Conversion Warranty. 10-Year/100,000 Mile Electrical Warranty Elite System. Includes 4 Years/100,000 Mile On Screens. "Lifetime" On All Harnesses Manufactured And Installed By Life Line. 6-Year Pro-Rated AkzoNobel / Sikkens Paint Warranty. Which Is As Follows: For 3 Years 100%. 4th Year 50%. 5th Year 25%. 6th Year 10%.	1
00-00-0700	>>>SHOP COPY DATE - FACTORY USE ONLY<<< SHOP NOTE: Date Order Placed By Dealer: Draft Work Order Process Date: Final Dealer Draft Date: Sign-Off Date: Parts/Drafting/Paint: Shop Release Date:	1

08/25/2021

Job/Order No: PROPOSAL

Page 2

PART NO	DESCRIPTION	QTY
00-00-0800	SFD: Customer Contact Person (Required For Factory Use) SHOP NOTE: Chief Dave LeBlanc. 508-430-7546.	1
00-00-2900	Sales Rep: Mark Hooper 1-508-699-0616 SHOP NOTE: Specialty Vehicles, Inc. (O): 508-699-0616. (C): 508-789-0828.	1
00-00-FL00	Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1
00-00-FN00	Specify FORD Fleet Number If Available (FORD Chassis Only) SHOP NOTE: Ford FIN: QM033.	1
00-00-PU00	Active. DBA HARWICH FIRE DEPT 175 SISSON RD HARWICH MA 02645 Specify Previous Unit Number: (FACTORY USE ONLY) SHOP NOTE: #4818.	1
00-02-1600	Older: #3122 / #2884 / #3696 / #3937 / #4084 / #4468. ***BODY STYLE*** 171" x 96" SUPERLINER TYPE I CRAWL-THRU (F-450/550 OR DODGE) SHOP NOTE: Build As A Crawl Thru Configuration With Full Height Bellows (Top Of Floor To Top Of Cab Roof). Includes Sliding Window With Lock In Open And Closed Positions On The Cab Side. Must Meet KKK / MA OEMS. There Will Be A Lower Pass Thru Cabinet Installed. See Option #65-07-9000 For Cabinet. Make The Pass Thru As Wide And Tall As Possible. This Will Allow A Larger Pass Thru Area For Communication. Includes Life Line Elite Gen3 Electrical System.	1 1
10-00-0100	***CHASSIS*** Chassis VIN Number: (FACTORY USE ONLY)	1
10-00-5100	2022 Ford F-550 193" W.B. 18,000 GVWR 4 WD Cab/Chassis SHOP NOTE: With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. Includes Standard Life Line Options: *XLT 193" WB Chassis Cab. *Medium Earth Gray Interior. *Oxford White Exterior. (See Section #85 For Life Line Cab Paint Requirements). *40/20/40 Cloth Seat. *Preferred Equipment Package #663A. *6.7L Power Stroke V8 Diesel. *6-Speed Automatic Transmission. *225/70Rx19.5G BSW Max Traction. *4,10:1 Limited Slip Rear Axle. *Rapid Heat Supplemental Heater. *Rubber Cab Floor Mat In Lieu Of Carpet. *Telescoping Trailer Tow Mirrors - Power. *XLT Trim Package.	1 1

08/25/2021

Job/Order No: PROPOSAL

Page 3

PART NO	DESCRIPTION	QTY
	<ul style="list-style-type: none"> =Less Tire Inflation Monitor. =18000# GVWR Package. *Electronic Shift On The Fly. *Engine Block Heater. *Ambulance Prep Package #47L W/ Special Emissions. =Dual Extra Heavy-Duty Alternator. =Operator Commanded ReGen. *Spare Tire And Wheel (Steel). *Jack. *Adjustable Gas/Brake Pedal. *(2) OEM Key's / Fob's Total. *Daytime Running Lights. <p>Includes The Following Ford OEM Options (Order With Chassis):</p> <ul style="list-style-type: none"> *Option #17V - XLT Value Package. See Option #10-00-5401. *Option #64D - 19.5" Forged Polished Aluminum Wheels W/ Bright Hub Covers/Center Ornaments. See Option #10-00-5310. *Option #21N - Navigation System (Includes Required Option #913 SYNC3). See Option #10-00-5405. <p>SPECIAL NOTE: Disable The Ford OEM Power Doors Lock To NOT Auto Lock At 5 MPH Road Speed.</p>	
10-00-5310	<p>Order Ford Chassis with OEM Aluminum Wheels ILOS Steel Wheels</p> <p>SHOP NOTE: Ordered With Chassis From Ford.</p> <p>Inner Rear Dual Wheel Is Steel.</p> <p>Ship Loose OEM ABS Hub / Lug Covers. Dealer To Install Prior To Delivery.</p>	1
10-00-5401	<p>Ford XLT (17V) Value Package</p> <p>SHOP NOTE: Ordered With Chassis From Ford, Ford XLT Value Package Option #17V.</p> <p>Includes:</p> <ul style="list-style-type: none"> *Auto Lock / Unlock. *Power Adjustable Pedals. *Eight Way Powered Driver's Seat. *SecuriCode Keyless Entry Keypad On Driver's Side. 	1
10-00-5405	<p>Order Ford F-Series Chassis with 21N Navigation System</p> <p>SHOP NOTE: Ordered With Chassis. Code #913 - Sync3. Code #21N - Navigation System.</p>	1
10-00-6050	<p>Liquid Spring Suspension Kit For Ford F-Series</p> <p>SHOP NOTE: Install Control Module On Left Side Of Steering Wheel On OEM Dash.</p>	1
10-01-3400	<p>**FACTORY USE ONLY**</p> <p>SHOP NOTE: Spare Chassis Keys And Owner's Manual Present.</p>	1
10-01-7501	<p>Real Wheels SS Hub Covers with Valve Extensions</p> <p>SHOP NOTE: For Ford Aluminum Rims Only. Rear Kit Only #RW1084-20RXK.</p> <p>Real Wheels, Inc. Braided Stainless Steel Extensions Added To Rear Inner Wheel To Allow Air To Be Filled From Center Of Hub Area.</p> <p>Include Hook Braided Stainless Steel Extension For Outer Wheels.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 4

PART NO	DESCRIPTION	QTY
	Allows Fill Extensions To Point Towards Outside. Must Include Stainless Steel Hardware.	
10-01-8000	Delete Standard Wheel Covers	1
10-01-9500	Ship The Spare Tire Loose SHOP NOTE: Wheel To Be Steel As Supplied From Ford.	1
10-02-1200	F-Series O.E.M. Door Mirrors SHOP NOTE: Dual Arm Power/Heated Trailer Tow Mirrors.	1
10-02-3500	O.E.M. AM-FM Radio W/Cab Speakers SHOP NOTE: See Option #10-00-5405.	1
	Chassis Ordered With The Following Ford Options: *Option #21N - Navigation System. *Option #913 - SYNC 3. (Both Options Required).	
10-02-5000	Low Voltage Throttle Manager SHOP NOTE: Activated With Park Brake Applied.	1
10-02-5700	Hand Held Cab Spot Light SHOP NOTE: Streamlight Waypoint Pistol Grip Spotlight. Streamlight Part #44900. Includes 12V Cord And Holder. Includes LL Supplied 12V Outlet - Wired Direct To Battery. Wire Tie The Outlet To The Wire Harness Behind The Driver Cab Seat. Ship Loose Spotlight And Holder. Spotlight Not Required For KKK-F Spec Requirements. No Credit To Delete.	1
10-03-0000	Large Custom Floor Console SHOP NOTE: Top Flat Portion (Forward Of Angled Area): *(1) USB Charger Port - Passenger Side. Includes Angled Area For: *Elite Touch Screen. Mount Tight To The Top Flat Part Of The Console. NOTE: Angle To Be 45-50 Degrees Which Is Similar To Ford OEM Dash. SPECIAL NOTE: Install Screen With Nutcerts. Flat Portion (Front To Rear): *Whelen Siren Head. Directly Below The Elite Touch Screen Switch Panel On The Flat Portion. *Space For (2) Kenwood XTL2500 Radios (Remote Style Heads). Allow 8" Of Space For Radio To Be Recessed Into Console With Dealer Supplied / Life Line Installed Havis Equipment Brackets. *(2) Large Cup Holders. Seal Bottom Holes Of Cup Holders And Seal To Console. Use Silicone. *Space For (2) Portable Radios (No Chargers) - Lined With Carpet - Including Bottom Of Area. *Open Area For Map Storage. 3" Wide. Angled And Flat Portion For Communications To Be Narrower Than Map Storage / Drink Holder Area. Move The Console As Far Forward As Possible To Allow For Additional Space Aft Of The Console.	1
10-03-0035	Add 15 Degree Wedge to Front Electrical Control Panel Screen SHOP NOTE: Allow For Screen To Be At 45-50 Degree Angle. LL Part #P07210.	1

08/25/2021

Job/Order No: PROPOSAL

Page 5

PART NO	DESCRIPTION	QTY
10-03-1500	<p>Bosch Digital Engine Hourmeter On Driver's Side Of Front Console SHOP NOTE: Mounted On The Driver's Side Of The Front Console By The Drivers Right Knee.</p> <p>Bosch #SP0F000060 Digital Hour Meter. LL Part #E18076.</p>	1
10-03-8210	<p>Add Auto Dump Feature To Rear Liquid Spring Suspension System W/ 2" LED Light SHOP NOTE: Wire Circuit To Auto Dump From The Secondary (Left) Rear Door Switch.</p> <p>Includes On / Off Safety Switch On Inner Primary (Right) Rear Door Panel. Includes Stainless Steel Guard Around Switch.</p> <p>Includes Whelen 2" Round Super-LED Red System Dumped Warning Light In The Cab Ceiling Along With The Required SVI Warning Lights In The Ceiling. Whelen Part #T0R00FRR. Includes Surface Mount Chrome Flange Kit.</p>	1
10-04-0000	<p>F-Series & Dodge Four Battery System SHOP NOTE: (2) Mounted As Supplied By Ford In Engine Compartment Under The Hood.</p> <p>(2) Mounted In The P-2 Battery Compartment With Slide-Out Tray. Additional Batteries To Match Ford OEM In Engine Compartment.</p> <p>All Batteries Wired Parallel.</p>	1
10-04-3500	<p>Owner's Manual (1 Included With Unit)</p>	1
10-04-8600	<p>S.V.I. Whelen 2" Round 5mm LED Cab Warning Lights (Pr) SHOP NOTE: (1) Whelen Red LED Mounted On The Cab Roof Liner. Flashing Light To Indicate Open Compartment/Entry Doors. Whelen Part #T0R00FRR. Includes Whelen Surface Mount Chrome Flange, Part #TFLANGEC.</p> <p>(1) Whelen Amber LED Mounted On The Cab Roof Liner. Flashing Light To Indicate The Parking Brake Is Applied When The Unit Is Placed Into A Drive Gear. Whelen Part #T0A00FAR. Includes Whelen Surface Mount Chrome Flange, Part #TFLANGEC.</p> <p>(1) Whelen Red LED Mounted On The Cab Roof Liner. Flashing Light To Indicate The Rear Suspension Is In The Dumped Position. Whelen Part #T0R00FRR. Includes Whelen Surface Mount Chrome Flange, Part #TFLANGEC.</p> <p>All Mounted In Ceiling Headliner On SVI Warning Light Plate.</p> <p>Label Each Light For Function: "OPEN DOOR" "EMERGENCY BRAKE APPLIED". "SUSPENSION LOWERED". Stainless Steel Label With Black Letters.</p>	1
10-05-0110	<p>Strike First HD Vehicle Bracket for 5 Pound Fire Extinguisher (Ea) SHOP NOTE: Strike First Part #HDVB-1.</p> <p>(1) Mounted In Street Side Aisle Cabinet On Wall #2, Centered. (1) Mounted In Exterior D-3 Compartment On Bottom Of Top Shelf On Left Side.</p> <p>Production To Install Extinguishers In Brackets.</p> <p>Similar Locations Of Previous Unit #4818.</p>	2
10-CS-1350	<p>Real Wheels Tire Valve Stem Pressure LED Monitor (ea) SHOP NOTE: (8) Real Wheels Part #RWTG1234 - New Style. Includes (1) Per Wheel And (2) Extra.</p> <p>Ship Loose From Life Line. Dealer To Install Prior To Final Delivery.</p>	8

08/25/2021

Job/Order No: PROPOSAL

Page 6

PART NO	DESCRIPTION	QTY
10-CS-1700	<p>Havis Shield Arm Rest Set on Front Life Line Console</p> <p>SHOP NOTE: Includes (2) Havis Arm Rest And (2) Adjustable Mounting Plates.</p> <p>Includes: Extra-Thick Adjustable Mounting Plates To Stick Above The Console To Allow (4) Bolts To Secure To The Mounting Plate To Prevent Flex. Mounting Plates To Be Secured To Sides Console.</p> <p>Attached The Armrest To The Mounting Plates To Allow The Customer To Adjust The Height As Needed. NOTE: Limited Height - Low - Due To Reinforced Plate.</p> <p>All Bolts To Be Capped With Acorn Nuts To Prevent Injury To Personnel.</p>	1
15-01-1655	<p style="text-align: center;">***MODULAR BODY TYPE [***</p> <p>Federal K-F-Spec Package Thru Current Change Notice</p> <p>SHOP NOTE: Includes: *Upgraded Vinyl 40 Oz.</p> <p>*(2) 5# Fire Extinguishers. See Option #10-05-0110 For Strike First HD Vehicle Brackets And Mounting Locations.</p> <p>*Oxygen Wrench. See Option #75-02-9500 For Installation.</p> <p>*Lock On Cab To Module Sliding Window. Lockable From Cab Side.</p> <p>*Includes SSCOR Onboard Canister Clip #230-00003.</p> <p>*Includes Weight Stickers On All Interior Storage Cabinets.</p> <p>*Meet Federal K-Spec Up Thru Current Change Notice.</p>	1
15-01-5000	Standard 72" Finished Headroom	1
15-01-8510	<p>Cab To Module Sliding Crawl-Thru Window</p> <p>SHOP NOTE: Vehicle Will Have A Pass-Thru Configuration Due To The Lower Pass-Thru Cabinet.</p> <p>Cab / Module Will Include Full Height Bellows.</p> <p>Includes A Sliding Window With Latch. Latch On The Cab Side And Latched In The Open And Closed Positions For K-F-Spec Compliance.</p> <p>Make Pass-Thru As Wide And Tall As Possible.</p>	1
15-02-0500	C.P.I. # VC0004-1 Vents (3 STD)	1
15-02-1600	<p>1 Piece Stainless Steel Wheel Well Trim Rings (Small)</p> <p>SHOP NOTE: 18.75" Radius For Ford F-Series.</p>	1
15-02-2500	<p>Standard Cast Fuel Fill Housing</p> <p>SHOP NOTE: Mounted On The Street Side Of The Module Body Aft Of Rear Axle.</p>	1
15-02-2605	<p>Standard F-Series DEF Fill Mounted Streetside Module in Front of Wheel Well</p> <p>SHOP NOTE: Mounted On The Street Side Module Body In Front Portion of Wheel Well.</p>	1
15-DL-9902	<p>Standard 3" Lowered Front Body Skirts F-Series & Dodge</p> <p>SHOP NOTE: Includes 3" Drop Skirt For Street Side And Curb Side.</p> <p>Includes Dual Step In Side Entry Door Step Well.</p> <p>See Option #20-02-6010 For NFPA Tread Plate Requirements.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 7

PART NO	DESCRIPTION	QTY
	MODULE DOORS AND WINDOWS	
20-00-0100	2 Red Reflectors On Each Module Entry Door SHOP NOTE: (1) Mounted At The Top And (1) Mounted At The Bottom.	1 1
20-00-0500	Combination Extruded/Pan Formed Module Entry Doors SHOP NOTE: With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates.	1
20-01-0000	Full Height Side Entry Door With Gas Style Hold-Open SHOP NOTE: Position The Hold-Open At 90 Degrees. Identified As P-3. Use Narrow Side Entry Door Due To Exterior Compartment And Squad Bench Requirements. NOTE: It Is Life Line's Belief The Narrow Side Entry Door Does Not Meet K-Spec For Clear Passage (30").	1
20-01-1000	Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1
20-01-2900	Sliding Side Entry Door Window (Bronze Tint) SHOP NOTE: Sliding Window With Screen And Bronze Tint.	1
20-01-3500	Rear Doors With Grabber Style Hold-Opens SHOP NOTE: Mounted Above Rear Door Windows In The Standard Location.	1
20-01-5400	Fixed Rear Entry Door Windows (Bronze Tint) SHOP NOTE: With Bronze Tint Option.	1
20-01-9000	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) SHOP NOTE: (1) Side Entry Door. (2) Rear Entry Doors.	3
20-02-0000	Tri-Mark 030-18 Free Float Handles with Chrome Exterior And Black Pocket	1
20-02-1500	Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1
20-02-1600	Secondary Door Release Latches On All Entry Doors SHOP NOTE: (3) Label LH Arrow. (3) Label RH Arrow.	1
20-02-2500	Shielded Cable Activated Module/Compartment Door Latches	1
20-02-3500	Cage Nuts On All Door Panels	1
20-02-4100	Smooth Aluminum Plate Lower Module Entry Door Trim Panels SHOP NOTE: Must Include Marlite Finish Washers Over Chevron ILO Countersunk Screws (Provides Better Finish / Appearance). Chevron Striping To Be Installed On Door Panels. See Option #85-04-1000.	1
20-02-5500	Stainless Trim On Hinge Side Of Door Extrusions (Ea) SHOP NOTE: (1) P-1 Compartment. (1) P-3 Side Entry Door. (1) P-4 Compartment. (1) D-1 Compartment. (2) D-2 Compartment. (2) D-3 Compartment. (2) R-1 Rear Entry Door. Includes Hinge And Non-Hinged Sides. (2) R-2 Rear Entry Door. Includes Hinge And Non-Hinged Sides.	12

08/25/2021	Job/Order No: PROPOSAL	Page 8
PART NO	DESCRIPTION	QTY
	All To Be Full Height.	
20-02-6010	Diamond Plate Side Entry Door Stepwell W/NFPA Tread & Sealed Seam Edges SHOP NOTE: Includes Both Steps. (Dual Step Standard Type 1).	1
	EXTERIOR COMPARTMENTS	
25-00-0100	SPECIAL NOTE TO DEALER SHOP NOTE: Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
25-00-0200	2 Red Reflectors On Each Full Height Compartment Door SHOP NOTE: (1) Mounted At The Top And (1) Mounted At The Bottom. (1) Reflector Mounted On Each Standard Height Compartment Door.	1
25-00-0500	Combination Extruded/Pan Formed Compartment Doors SHOP NOTE: With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1
25-00-0600	Polished Diamond Plate Exterior Compartment Door Panels	1
25-01-0000	Magnetic Compartment Door Switches	1
25-01-1000	Polyurethane Compartment Lining-Standard Gray	1
25-01-3000	Luma Bar 11" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES. (1) D-1 Ceiling Near Door Frame Front Edge.	1
25-01-3100	Luma Bar 21" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES. (1) P-1 Compartment. Top Of Compartment. Across Ceiling On Wall #2 (As You Face The Compartment). (2) P-1 Compartment. One On Each Side Of Hinged Door Area. (1) P-4 Compartment. Ceiling Near Door Frame / Front Edge. (2) D-2 Compartment. One On Each Side Of Hinged Door Area. (1) D-3 Compartment. Ceiling Near Door Frame / Front Edge.	7
25-01-3200	Luma Bar 42" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES. (1) D-2 Compartment. Ceiling Near Door Frame/Front Edge. (2) D-3 Compartment. One On Each Side Of The Compartment Door Opening.	3
25-01-3210	Luma Bar 64" LED Strip Light Exterior Compartment Light (Ea) SHOP NOTE: MANUFACTURER WARRANTY ONLY APPLIES. (2) D-1 Compartment. One On Each Side Of The Compartment Door Opening. (2) P-4 Compartment. One On Each Side Of The Compartment Door Opening.	4
25-01-3212	Delete Standard TecNiq Compartment Strip Lights SHOP NOTE: All Exterior Compartments To Include Luma Bar Strip Lights.	1

08/25/2021

Job/Order No: PROPOSAL

Page 9

PART NO	DESCRIPTION	QTY
25-01-3300	Black Texture Coated Aluminum Exterior Compartment Vents	1
25-04-3000	Delete Superliner Curbside Front Backboard Compartment	1
	SHOP NOTE: Includes Curb Side Rear P-4 Backboard Compartment.	
25-04-3500	Custom Height Superliner Curbside Front Outside Compartment	1
	SHOP NOTE: Width Adjusted For Customer Requirements Of P-1 Compartment.	
	Interior Height Of 30.50" X 24" Pass Thru Width. Designed For Personnel Fire Gear.	
	Compartment Has Exterior Access Only.	
	No Shelf / Shelves.	
25-04-5100	Move Superliner P-1 Compartment And Side Entry Door Forward	1
	SHOP NOTE: Move Forward Due To Deletion Of Front Backboard Compartment. Narrow Side Entry Door.	
25-04-6505	Aluminum Adjustable Upper RFS Cabinet Shelf W/Dri-Dek Mat (Ea)	2
	SHOP NOTE: (2) Smooth Aluminum Shelves. Includes Dri-Dek Mat. Specify Lip Size: 1".	
	Install In Upper Right Front Stack Cabinet. (Cabinet Has Inside Access Only).	
25-04-7500	Vortex Lined Walls In IS/OS Compartment	1
	SHOP NOTE: Standard Gray Color.	
	P-1 Compartment. Compartment Has Exterior Access Only.	
25-04-8000	Superliner Curbside Front Battery Compartment	1
	SHOP NOTE: P-2 Compartment.	
	(2) Batteries In The P-2 Compartment Are Secured To A Slide-Out Tray And The (2) OEM Batteries Are To Remain In The Engine Compartment As Supplied By The Chassis Manufacturer.	
	NOTE: The (2) Additional Batteries Are To Match The Chassis OEM Batteries In The Engine Compartment.	
25-05-3000	Superliner Curbside Rear Backboard Compartment	1
	SHOP NOTE: P-4 Compartment.	
	Includes .188" Custom Height Fixed Vertical Divider. DELETE Standard Horizontal Divider.	
	Install The Vertical Divider Approximately 8" From Wall #1 To Allow A Ferno EXL Scoop Stretcher To Be Installed On Wall #1. Allow Space To Remove And Install The Scoop Without Complications. The Divider Shall Extend From Ceiling Down To Just Above The Stryker #6252 Stair Chair Stored On Wall #2. (Allow Approximately 42" For Stair Chair Height)	
	Widen The Compartment To Allow The EXL Scoop And Standard Snow Shovel To Be Stored On Wall #1, Stryker #6252 On Wall #2 And (2) Backboards On The Compartment Door With Custom Life Line Door Bracket.	
	Includes 29" Interior Compartment Width. Match Previous Unit #4468.	
	Accommodate Pedi Board / Scoop Stretcher / Snow Shovel With PAC Mounting Bracket / (2) Iron Duck 750# Capacity Backboards / Collars / Stryker #6252 Stair Chair.	

08/25/2021

Job/Order No: PROPOSAL

Page 10

PART NO	DESCRIPTION	QTY
	NOTE: Ferno Washington Model EXL Scoop Stretcher And Flat Plastic Snow Shovel To Be Installed On Wall #1 Area. Do Not Extend The Bracket Further Than Fixed Divider At Top. Flat Snow Shovel To Be Dealer Supplied Fastenal Part #0238826. 18" x 13" x 36" Long Plastic Snow Shovel With Durable Steel Core Handle And Poly D-Grip.	
25-05-3500	Superliner Full Height Streetside Front Compartment SHOP NOTE: D-1 Compartment. Main Oxygen Bottle Bracket Mounted On Wall #2, Close To Wall #3.	1
25-05-5000	Superliner Streetside Double Door Intermediate Compartment SHOP NOTE: D-2 Compartment.	1
25-06-3500	3/4 Height Double Door Streetside Rear Compartment SHOP NOTE: D-3 Compartment. Reinforce Lower Half Of Wall #2 For SCBA Storage. See Option #25-CS-0710. Compartment Width To Match Previous Unit #4818.	1
25-11-8015	Smooth Aluminum Adjustable Shelf W/ Dri-Dek Matting (Ea) SHOP NOTE: Smooth Aluminum Shelves With 1.50" Lips. Include Dri-Dek Matting. (1) D-2 Compartment. (2) D-3 Compartment. (3) P-4 Compartment. Bottom Shelf Starts Above Stryker Stair Chair. No Shelf Tracking In Stair Chair Area. These Will Be Shallow On Account Of The Backboards On The Door. (1) In The Head End Of Squad Bench Work Cabinet. Include 1" Lips ILOS. Installed In Opening In Step Well Area.	7
25-12-1010	Fixed .188" Vortex Covered Aluminum Vertical Divider (Ea) SHOP NOTE: (1) D-1 Compartment Forward Of Main Oxygen Bottle. Divider To Be Installed From Floor To Bottom Of Fixed Full Width Shelf.	1
25-12-1110	S.V.I. Adjustable Ceiling Backboard Divider (Ea) SHOP NOTE: (1) P-4 Compartment. Install An Adjustable Divider In The Ceiling Of The Compartment To Prevent The Scoop Stretcher From Coming Out Of The Compartment When The Door Is Open. Divider To Be Installed Between Wall #1 And The Fixed Divider Only. Hang Down From The Compartment Ceiling Approximately 16" To Cover The Last 2"-3" Of The Scoop Stretcher. The Last 1" Shall Be Angled Towards The Exterior With 30 Degree Angle.	1
25-12-5015	Fixed Smooth Aluminum Shelf W/Dri-Dek Matting (Ea) SHOP NOTE: Smooth Aluminum Shelves With 1.50" Lips. Includes Dri-Dek Matting. (1) D-1 Compartment. Installed Above Main Oxygen. Full Width Of Compartment.	1
25-12-8000	Add IS/OS Access To Exterior Compartment (Ea) SHOP NOTE: (1) P-4 Compartment. (2) Hinged Heavy Poly Doors With Full Height Piano Hinges. Ceiling To Top Of Stair Chair. Each Door To Include M1 Latch. NOTE: Interior Doors Shall Not Blow Open When Exterior Compartment Door Is Closed.	1

08/25/2021

Job/Order No: PROPOSAL

Page 11

PART NO	DESCRIPTION	QTY
25-12-9000	<p>Black Dri-Dek On Compartment Floor (Each)</p> <p>SHOP NOTE: (1) P-1 Compartment. (1) P-4 Compartment (1) D-1 Compartment. (1) D-2 Compartment. (1) D-3 Compartment.</p>	5
25-13-5600	<p>2" Seat Belt Style Compartment Equipment Strap (Ea)</p> <p>SHOP NOTE: (1) P-4 Compartment, Wall #2 For Stryker Stair Chair. Adjust Strap Length For Equipment Stored To Wall And Allow 6" Of Slack For Adjustment.</p> <p>(1) P-4 Compartment Door. (1) Strap Per Backboard (1-Std). Offset The Straps. Use Different Color (Orange) Strap For Identification. SPECIAL NOTE TO PARTS DEPT. The 2nd Strap For The Backboard Compartment Is To Be Orange.</p> <p>(1) P-4 Compartment On Wall #1. To Secure A 24" Wide Flat Snow Shovel To Wall. Adjust Strap Length So Only 4" Of Excess Strap Is Remaining For Securing Shovel, Shovel Sticks Off Wall By 1".</p> <p>(1) Trash Container On Right Front Stack Wall In Module. Strap To Be Sized For Appropriate Component And Include 4" Of Excess For Adjustment.</p> <p>Above Straps To Be Sized For Appropriate Area(s) / Components And Include 6" Of Excess For Adjustment.</p> <p>Mounted Per Previous Unit #4818.</p>	4
25-CS-0600	<p>Vortex Covered Access Plate In Exterior Compartment (Ea)</p> <p>SHOP NOTE: (1) D-1 Compartment. For Radio Access Panel In Streetside Front Compartment.</p> <p>In The Top Portion Of D-1 Compartment / Wall #2 - Behind The HED Electrical Panel Shall Be A Removable Access Panel. The Panel Will Gain Access To The "Dead Space" Behind The HED Electrical Panel. The Area To Be Full Width x Full Height. The Height Will Start Above The Ceiling Of The Streetside Aisle Cabinet. The Customer To Mount Trunk Mount Radios To The Floor Of The New Dedicated Radio Area And Side Walls. LL To Allow For Mounting Of Trunk Mount Radios To Areas Within The Dedicated Radio Cabinet. This Unit Will Allow For Two (2) Minimum Trunk Mount Mobile Radios And Radio Buss Bars, Minimum. Make The Opening As Large As Possible For Ease Of Access.</p>	1
25-CS-0710	<p>Vortex Wall Plate with Vortex Horizontal Shelf Track For Mounting Equipment (ea)</p> <p>SHOP NOTE: (1) D-3 Compartment. Install Vortex Covered Shelf Track Horizontally On Wall #2 Of The Compartment. Install .188" Vortex Covered Aluminum Plate On The Tracks. A 32" High Plate Shall Be Installed In The Lower Section And Spaced Off The Floor By 4". The Plate To Be Full Width Of Wall #2. Allow For (2) SCBA Brackets, PAC IronSlock Tool (P/N K5003) And Other Equipment On The Plate.</p> <p>(1) P-1 Compartment. Mount On Wall #2. Full Height X Full Width.</p>	2
25-CS-0800	<p>Custom Inner Door Panel Long Board Storage Brackets</p> <p>SHOP NOTE: (1) P-4 Compartment. Custom Back Board Brackets On The Compartment Door ILOS. Includes Two Vortex Covered Boxes For Boards. Upper Section Mounted With Adjustable Track. Upper Section Is Open On The Top. Lower Section Is Fixed. Lower Section Is Open On The Leading Edge Side. CUSTOM Boxes Are 7" Deep (ID) x 5" High (ID) x 18" Wide (ID). Includes Center Section 2" Wide Seat Belt Style Strap (Black).</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 12

PART NO	DESCRIPTION	QTY
25-DL-0100	<p>Install The Short Strap In The Outer Most Position. Modify Length Of Strap For Opening With 6" Of Slack For Adjustment.</p> <p>Boxes Must Fit (2) Iron Duck 750# Capacity Backboards.</p> <p>Floor Angle Bracket For Stairchair Wheels - Vortex Covered</p> <p>SHOP NOTE: (1) P-4 Compartment. To Prevent Stair Chair Wheels From Kicking Out Locate This Angle 7" From Wall #2.</p> <p>Includes 2" Seat Belt Installed To Retain Unit To Wall. Adjust Strap Length For Equipment Stored To Wall And Allow 6" Of Slack For Adjustment. See Option #25-13-5600.</p>	1
25-DL-0200	<p>Reinforce Compartment Wall (Per Wall / Per Compartment)</p> <p>SHOP NOTE: (3) D-3 Compartment: Includes Wall #1 / Wall #2 / Wall #3.</p>	3
25-DL-0300	<p>Install Two Stryker "J" Hooks For Equipment Storage</p> <p>SHOP NOTE: (2) D-2 Compartment. (1) Each Door. Up High. Centered On Door Panel.</p> <p>(1) P-1 Compartment. Up High. Centered On Door Panel.</p> <p>(2) D-3 Compartment. (1) Each Door. Up High. Centered On Door Panel. Top Of "J" Hook Approximately 22" Down From Top Of Diamond Plate Door Panel.</p> <p>(1) Ship Loose.</p> <p>Use Stryker "J" Hook #6092-036-018, Nut And Bolted To Diamond Plate Door Panel.</p> <p>Match Locations Of Previous Unit #4818.</p>	3
25-DL-0400	<p>Install Dealer Supplied SCBA Brackets And PAC Ironslok Tool</p> <p>SHOP NOTE: (2) Dealer Supplied Zico SCBA Brackets Installed In P-1 Compartment On Wall #2 Removable Panel.</p> <p>(2) Dealer Supplied Zico SCBA Brackets Installed In D-3 Compartment On Wall #2 Removable Panel. Spaced Outboard Of The Center Dealer Supplied Mounted PAC Ironslok Bracket.</p> <p>(1) Dealer Supplied PAC Tool Ironslok #K5003 Mounted In D-3 Compartment Secured To Removable Wall Panel On Wall #2. Centered In Compartment. The Ironslok To Be Spaced Off The Dri-Dek By 1/2" To Allow The Dri-Dek To Be Removed For Cleaning.</p> <p>Match Previous Unit #4818.</p>	5
30-01-0500	<p style="text-align: center;">***REAR STEP AND BUMPER ASSEMBLY***</p> <p>STD Rear Bumper With Rubber Dock Option</p> <p>SHOP NOTE: Standard Rear Bumper With Rubber Dock Bumper Option. Includes Standard Reinforced Corner Angle Supports. Center Section And End Caps To Be At The Same Height.</p> <p>Includes Revised Rear Bumper Design - Decreased Height From Patient Floor To Rear Step By 1-1/2".</p> <p>Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-Frame.</p>	1 1
30-01-3000	<p>Recessed Rear Kick Plate For Bumper Flip Up Section</p> <p>SHOP NOTE: Includes Standard Bumper Design.</p>	1
30-01-3530	<p>Recessed Area Diamond Plate Rear Kick Plate</p> <p>SHOP NOTE:</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 13

PART NO	DESCRIPTION	QTY
	To Be In Recessed Area Only.	
	Smooth Aluminum On Rear Wall Except For The Custom Rear Kick Plate.	
	Includes Extending The Stainless Steel Sill Plate To Top Of Notch.	
	IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD	
35-01-0000	One Piece Body Side Panels With Lower Impact Rails SHOP NOTE: Includes Lower Impact Rails Only.	1 1
35-01-3010	Diamond Plate Running Boards With NFPA Tread & Grip Strut SHOP NOTE: Grip Strut Welded Into Running Board.	1
	Oversize / Plate The Under Side Of The Step Where The Brackets Are Installed And Bolted Thru To Prevent Flex On The Front Edge.	
35-01-7110	Whelen 2G 4" Round L3 Intensity Chrome Flange Mounted Running Board Lights (Pr) SHOP NOTE: Whelen #20C0CDCR With #2GFLANGC 2G Series ABS Chrome Plated Flange Kit For Surface Mount. Use Deutsche Waterproof Connectors.	1
35-01-7520	Rear Mud Flaps With Stainless Steel Hem Weights	1
35-01-9000	Stainless Steel Compartment And Entry Door Sill Plates	1
35-02-0000	Drip Rail Over Door (Ea.) SHOP NOTE: (1) P-1 Compartment. (1) P-2 Compartment. Size And Ship Loose. (1) P-3 Compartment. (1) P-4 Compartment. (1) D-1 Compartment. (1) D-2 Compartment. Size And Ship Loose. (1) D-3 Compartment. (1) Above Rear Doors.	8
	Dealer To Install All Ship Loose Drip Rails After Graphics And Striping Is Applied.	
35-02-0900	Frame Rail Cover SHOP NOTE: A Full Width Diamond Plate Frame Cover To Be Installed Between The Cab And The Module.	1
35-02-2500	36" High Front Stone Guards SHOP NOTE: With Sealed Top Edge.	1
35-02-5500	Polished Stainless Steel Plate Under Fuel Fill Area	1
35-02-6015	Polished Stainless Steel Plate Under a DEF Fill Area	1
	ELECTRICAL SYSTEM	
40-00-0110	Whelen CenCom Core System Base Package SHOP NOTE: Includes: (1) Whelen #C399 - CenCom CORE Amplifier Control Module. Up To (3) Whelen Part #CEM16 - WeCanX 16 Output Expansion Modules.	1 1
	All CORE System Components Are Located In The Street Side Aisle Auxilliary Electrical Cabinet.	
40-00-0120	Whelen CenCom Core Expanded Package SHOP NOTE: Required For All Auxilliary Lightheads IATS Primary / Secondary Lighting System.	1
40-00-0550	Elite G3 Touch Screen Electrical System SHOP NOTE: Includes: (1) Front Switch Panel - Installed On Angled Portion Of Front Console. Install With Nutcerts.	1

08/25/2021

Job/Order No: PROPOSAL

Page 14

PART NO	DESCRIPTION	QTY
	<p>(1) Rear Switch Panel. Street Side Action Area On Slanted Panel. Install With Nutcerts.</p> <p>(1) Carling Rocker Switch For Center Strip Lights. Location: Right Front Stack Cabinet. Includes Stainless Steel Guard Around Switch. This Is A Combination 15-Minute Timed Switch Activated When Ignition Is "Off" And Also On / Off When Keyed Ignition Is "On".</p> <p>DELETE Momentary Disable Rocker Switch For Curb Side Scene Lights.</p> <p>(1) Electric Oxygen With Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator.</p> <p>(3) Power Point Studs - They Will Include A Full-Time Hot, Battery On (Module Power "Hot") And Ground. These Are Rated 20 AMPS Or Less. Standard Location, Electrical Closet.</p> <p>(1) Rostra Back-Up Camera. Camera Will Be Displayed Thru The Ford OEM Navigation. Exterior Camera Above Rear Doors To Be Black ILOS. See Option #40-06-4015 For Requirements.</p> <p>Interior Dome Lights On Low With Entry Door.</p> <p>Inverter Will Come On With Ignition. Includes Switch On Switch Panel To Manually Turn On / Off.</p>	
40-01-0301	<p>Add Second Rear Touch Screen (Elite System)</p> <p>SHOP NOTE: (1) Below Curb Side Head End Bandage Cabinet In Angled Switch Panel Cabinet. Install With Nutcerts.</p>	1
40-01-0430	<p>Stainless Steel Guard For Carling Switch (ea)</p> <p>SHOP NOTE: (1) Lock / Unlock Switch On Side Entry Door. (1) Lock / Unlock Switch On Primary Rear Entry Door.</p>	2
40-01-0610	<p>Relocate Breaker Box to Cab Area</p> <p>SHOP NOTE: Behind Passenger Seat. Requires Additional Cab / Module Wire Run Boot On Type I. Ship OEM Jack Loose.</p>	1
40-01-2000	<p>Reverse Activated Alarm With Momentary Auto Reset Switch</p> <p>SHOP NOTE: ECCO #575 Alarm.</p> <p>Includes Momentary Off Cancel Button On Elite Screen In Cab Console (Standard).</p> <p>Old Style Location. Do NOT Install On Sub Frame Of Bumper.</p>	1
40-01-5000	<p>Super Auto Eject Shoreline - 20 Amp</p> <p>SHOP NOTE: (1) Above D-2 Compartment.</p> <p>Includes Stainless Steel Panel On Exterior For Access.</p> <p>Exterior Colors To Be Red.</p>	2
40-01-6900	<p>**FACTORY USE ONLY**</p> <p>SHOP NOTE: Shoreline Inlet Adapter Plugs Present. (1) Per Shoreline.</p>	2
40-01-7600	<p>SVI Shoreline On Indicator Light (Exterior)</p> <p>SHOP NOTE: A Single Indicator Light Will Be For Both Breakers. Includes (2) Power Relays. (1) Red "OS" Light. Centered On The Access Panel (125V Outlets And Battery Charger) And Above The Shoreline Inlet.</p>	2

08/25/2021

Job/Order No: PROPOSAL

Page 15

PART NO	DESCRIPTION	QTY
	Includes Standard "This Connection Is For 110-125 Volt AC 60 HZ, 20 Ampere Supply" Label Mounted Under The Shoreline Centered On Access Panel. (1) Installed On The Block Heater Shoreline Plate. (Red LED).Whelen "OS" Series Non-Flashing Light. Shows Power To The Block Heater.	
40-02-4705	Ultimate Power 1500W Inverter w/ 60 Amp Battery Charger (Small Panel Display) SHOP NOTE: Ultimate Power UP12/1500LP-CG Inverter / Charger. 1,500 Watt Pure Sine Wave Inverter With 60 Amp Battery Charger Unit. Includes Ultimate Power Part #UPRM-LED (Small) Remote Display Installed Above The Electrical Closet Door On Wall Near Ceiling. Includes Polycarbonate Cover Over Display. Inverter/Battery Charger Unit To Be Installed On The Floor Of Electrical Cabinet.	1
40-03-0000	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet SHOP NOTE: Full Time Hot Circuit. Below The Action Area Cabinet And Above The Counter Top.	1
40-03-2000	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet SHOP NOTE: Mounted In The Upper Section On Wall #1. (Cabinet Has Inside Access Only). Full Time Hot Circuit.	1
40-03-5500	Add 12 Volt Power Outlet (Ea) SHOP NOTE: Full Time Hot Circuit. (1) Street Side Action Area Next To Standard USB/12V. (Below Action Area Storage Cabinet And Above Counter Top). (3) Lower Pass Thru Cabinet. Wall #3 Lower Rear Corner Near Wall #2.	4
40-03-6000	Action Area 125 Volt Standard Style Hospital Grade Outlet SHOP NOTE: Forward Of The Action Area Storage Cabinet.	1
40-03-7000	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet SHOP NOTE: Mounted In The Upper Section On Wall #1 (Cabinet Has Inside Access Only).	1
40-03-8500	Add 125 Volt Standard Style Hospital Grade Outlet (Ea) SHOP NOTE: (1) Street Side Action Area Near Side CPR Seat. (1) Above Lower Pass Thru Counter Top On RFS Cabinet Wall. (2) Lower Pass Thru Cabinet. (1) Above Removable Panel On Wall #1 To The Rear. (1) Wall #3 Lower Rear Corner Near Wall #2.	4
40-03-8610	Add Dual USB Charging Port SHOP NOTE: (1) Cab Front Console. Passenger Side Of Top Flat Area.	1
40-03-8611	Add Dual 2.4 amp USB Charger And 20 amp 12v Outlet SHOP NOTE: (1) Above The Lower Pass Thru Counter Top On RFS Wall Above The 125V Outlet.	1
40-04-1520	Engine Block Heater With Separate 20 Amp Shoreline Inlet With Super Auto Eject SHOP NOTE: Includes Separate Super Auto Eject 20-Amp Shoreline Inlet. Installed Above D-2 Compartment. Includes Red Cover.	1

08/25/2021

Job/Order No: PROPOSAL

Page 16

PART NO	DESCRIPTION	QTY
	<p>Includes Stainless Shoreline Plate.</p> <p>Block Heater Is Not Thermostatically Controlled.</p> <p>Include Plaque That Will Read "Engine Block Heater". Install Plaque Below Shoreline On Stainless Steel Plate.</p>	
40-04-3800	<p>Smithworks 12 Volt Floor Mount IV Fluid Warmer Tray (Ea)</p> <p>SHOP NOTE: (1) Forward Portion Of Left Front Overhead At Bottom Floor Of Cabinet.</p> <p>Circuit Is Wired 12 Volt Full Time Hot.</p> <p>REQUIRES BATTERY CHARGER. MANUFACTURER WARRANTY ONLY APPLIES.</p>	1
40-04-4000	<p>Power Door Locks For Side Entry & Rear Entry Doors</p> <p>SHOP NOTE: Wired To Cab OEM Power Door Locks.</p> <p>NOTE: Disable The Ford OEM Power Door Locks To NOT Auto Lock At 5 MPH Road Speed.</p>	1
40-04-4500	<p>Additional Power Door Lock (Ea)</p> <p>SHOP NOTE: Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals.</p> <p>(1) P-1 Compartment. (1) P-4 Compartment. (1) D-1 Compartment. (1) D-2 Compartment. (1) D-3 Compartment.</p> <p>Does NOT Include P-2 Battery Compartment.</p>	5
40-04-5400	<p>Additional Hidden Switch For Power Locks (ea.) (Unlock Only)</p> <p>SHOP NOTE: (1) P-2 Compartment On Wall #3 - Up High Near Door Frame. Includes Low Profile Stealth Switch (Rear License Plate Style Switch).</p> <p>NOTE: 2020 + Ford F-SuperDuty Does Not Allow The Remote Unlock Switch To Unlock The Cab Doors. Ford Has Changed The Software On The Chassis Preventing Life Line From Communicating Thru The CAN Network.</p> <p>Hidden Switch Will Unlock Module Entry Doors And Exterior Compartment Doors Only.</p>	1
40-04-6000	<p>Hidden Switch In Rear License Plate Housing (Unlock Only)</p> <p>SHOP NOTE: NOTE: 2020 + Ford F-SuperDuty Does Not Allow The Remote Unlock Switch To Unlock The Cab Doors. Ford Has Changed The Software On The Chassis Preventing Life Line From Communicating Thru The CAN Network.</p> <p>Hidden Switch Will Unlock Module Entry Doors And Exterior Compartment Doors Only.</p>	1
40-04-7000	<p>Interior Body Switch For Power Door Locks (Ea)</p> <p>SHOP NOTE: (1) Side Entry Door. (1) Primary Rear Entry Door.</p> <p>Includes Stainless Steel Guards Around Switch. See Option #40-01-0430.</p>	2
40-05-0500	<p>2 Kenwood Speakers Mounted In The Ceiling Center Strip</p> <p>SHOP NOTE: Volume Control Mounted In The Street Side Action Area Forward Of Storage Cabinet Up High In Corner.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 17

PART NO	DESCRIPTION	QTY
	KFC-1366S Speakers.	
40-05-1600	<p>12 Volt Power And Ground Circuit For Flashlight (Ea)</p> <p>SHOP NOTE: (2) Mounted To The Rearward End Of The Cab Console. Includes A Heavy Duty Powder Coated "L" Bracket That Will Be Bolted To The End Of The Console To Allow Each Charger To Be Installed. Top Of Charger Shall Be Flush With Top Of Console.</p> <p>(1) On The Aisle Side Of The RFS Cabinet In Front Of The Face Of The HVAC Panel. Includes A Heavy Duty Powder Coated "L" Bracket Bolted To The RFS Wall To Allow The Charger To Be Installed.</p> <p>See Option #40-DL-0200.</p> <p>Same Locations As Previous Unit #4818.</p>	3
40-06-4015	<p>Rostra Rear View Camera With Cable for F-Series OEM Built In Dash Monitor ILOS</p> <p>SHOP NOTE: Includes: Rostra Back Up Camera And Cable From Camera To OEM Harness.</p> <p>Exterior Camera Color: Black. Rostra #250-8628-BIR. LL Part #E26106.</p> <p>MANUFACTURER WARRANTY ONLY APPLIES.</p> <p>Allows The Back-Up Camera To Be Viewed On The OEM Dash Navigation/Radio/Camera Monitor.</p>	1
40-DL-0100	<p>Handlight Angle Brackets</p> <p>SHOP NOTE: (3) Black Powder Coated Aluminum Angle Brackets To Allow (3) Streamlight "Survivor" Charger Bases To Be Bolted To Be Secured In The Appropriate Areas In The Cab And Module.</p> <p>See Option #40-05-1600. Same As Previous Unit #4818.</p> <p>LL Part #P07150 - Flashlight Brackets.</p>	3
40-DL-0200	<p>Streamlight "Survivor" LED Handlights</p> <p>SHOP NOTE: (3) (2) Streamlight 120V AC / 12V DC Smart Charge - Orange. Part #90503.</p> <p>Install (2) Cab At End Of Console And (1) In Front Of HVAC Access Panel Bolted To RFS.</p> <p>12V Direct To Battery.</p> <p>Same Locations As Previous Unit #4818.</p>	3
	INTERIOR LIGHTING	
45-01-0000	Oxygen Compartment Light	1
45-01-0500	Side Entry Door Stepwell 3" Round LED Light	1
	<p>SHOP NOTE: Whelen 3" Round Super-LED Surface Mounted.</p>	
45-01-2605	Whelen #80C0EHCR "LED" Frosted Round Ceiling Light ILOS (Ea)	10
	<p>SHOP NOTE: Frosted Lens. (5) Street Side / (5) Curb Side.</p>	
45-01-3000	12" TecNiq LED Action Area Light	1
	<p>SHOP NOTE: Switch Integral Of Light Fixture.</p>	
45-01-7540	4-ROM 18" Rectangular DuroLumen Recessed "LED" Center Strip Lights	1
	<p>SHOP NOTE: Includes Separate Switches In Elite Panels For Lights To Operate On 12V With High / Low</p>	

08/25/2021

Job/Order No: PROPOSAL

Page 18

PART NO	DESCRIPTION	QTY
	Switch. ROM Part #R03853. Lights Will Be On "High" With Timer Switch. Specify Switch Location: Right Front Stack Wall. Includes Stainless Steel Guard Around Switch For Protection.	
	EXTERIOR LIGHTING	
50-01-0001	Whelen M6 Series "LED" Stop/Tail Lights (Pr) SHOP NOTE: Whelen Part #M6BTT. Includes Colored Lens. Mounted In The Bottom Of The Whelen 4-Tier Chrome Housing. Position #4.	1 1
50-01-6001	Whelen M6 Series "LED" Amber Turn Lights (Pr) SHOP NOTE: Whelen Part #M6T. Includes Colored Lens. Mounted Above The M6 Series LED Stop / Tail Lights In The Whelen 4-Tier Chrome Housing. Position #3. Wire To Flash Sequentially In The Direction Of The Arrow.	1
50-02-7000	Whelen M6T Series "LED" Amber ArrowTurn Light IATS (Pr) SHOP NOTE: Whelen Part #M6T. Includes Colored Lens. Includes Chrome Flange. Installed On The Front Of The Module Directly Below The Whelen M9 Flashers. Wire To Flash Sequentially In The Direction Of The Arrow.	1
50-02-9000	C.P.I. License Plate Housing SHOP NOTE: Located In The Center Section Of The Rear Recessed Kick Panel. Includes Dual LED Recessed Lights.	1
50-02-9501	Whelen M6 Series LED Back-Up Lights (Pr) SHOP NOTE: Whelen Part #M6BUW. Mounted Above The Rear Turn Lights In The Whelen 4-Tier Chrome Housing. Position #2.	1
50-03-4901	Two Reverse Activated Whelen M9LZC Rear Load Lights SHOP NOTE: Whelen Part #M9LZC. Includes Part #M9FC - Chrome Flange.	1
50-03-8401	Whelen M9LZC Side Scene Lights (Two Each Side) SHOP NOTE: Whelen Part #M9LZC. Includes Part #M9FC - Chrome Flange.	1
50-03-9000	Right Side Scene Lights On With Open Side Entry Door	1
50-04-2000	Rear Side Scene Lights On In Reverse IATS	1
50-04-5000	Wire Rear Emergency Light Flashers To Brake Circuit IATS SHOP NOTE: Upper Outer M9 Lights On The Rear Of The Module.	1
50-04-7010	Whelen 2G 4" Round L3 Intensity Under Body Light (Ea) SHOP NOTE: Switched On By Vehicle "Park Brake" Applied. Use Whelen 2G Series 4" Round LED Lights With Deutsche Connectors. #20C0CDCR Level 3 Intensity Light (Six Diode).	10

08/25/2021

Job/Order No: PROPOSAL

Page 19

PART NO	DESCRIPTION	QTY
	<p>2GROMMET Rubber Grommet Mount. Whelen Part #2GROMMET.</p> <p>Includes Angled Brackets For Side Mounted Lights.</p> <p>The Rear Bumper Lights And Cab Running Board Lights Shall Be Installed On Flat Plate To Illuminate The Ground. Install Under The Outboard Bumper Box Covers.</p> <p>(3) Streetside - (2) Forward Of The Axle / (1) Aft Of The Axle. (3) Curbside - (2) Forward Of The Axle / (1) Aft Of The Axle. (2) Rear Under Bumper Ends. Flush With Outboard Bumper Pod. No Angle Brackets. (2) Under Cab Driver / Passenger Cab Step. Use Flat Brackets.</p>	
50-04-7501	<p>Whelen "OS" Series LED ICC Marker Lights ILOS (Ea)</p> <p>SHOP NOTE: (6) Whelen Part #0SR00MCR Red LED Whelen Marker Lights ILOS. (2) Whelen Part #0SA00MCR Amber LED Whelen Marker Lights ILOS.</p>	8
50-04-8000	<p>Innovative Lighting Slimline Rear DOT/Brake Light</p> <p>SHOP NOTE: Mounted Above The Rear Doors. Mounted Above The Drip Rail. Mid Sections To Be Wired Thru The Brake Light Circuit.</p>	1
50-DL-0100	<p>Additional Whelen M6 Series "LED" Stop/Tail Lights (Ea)</p> <p>SHOP NOTE: (2) Whelen M6 Series "LED" Stop / Tail Lights. Whelen Part #M6BTT. Includes Colored Lens.</p> <p>Mounted In The Top Of The Whelen 4-Tier Chrome Housing. Position #1.</p>	2
50-DL-0200	<p>Whelen M4 Warning Light On Interior Door Panel (Ea)</p> <p>SHOP NOTE: Includes Individual Door Switch Circuit.</p> <p>Installed On Side Entry Door. (1) High / (1) Low.</p> <p>Whelen Part #M4R - Red LED With Red Lens. Program To Standard On / Off Flash Pattern. Includes Chrome Flange.</p>	2
50-DL-0300	<p>Whelen M9LZC Scene / Load Lights, Additional (Ea)</p> <p>SHOP NOTE: Whelen Part #M9LZC. Includes Part #M9FC - Chrome Flange.</p> <p>Installed In Lower Kick Plate Area Below Doors. Mount Outboard.</p> <p>Watch For Electrical Load. Make Sure Breaker Does Not Trip.</p>	2
50-DL-0400	<p>Whelen M6FCV4 Chrome Flange For 4 Vertical M6 Lighthoods (Ea)</p> <p>SHOP NOTE: Whelen Part #M6FCV4.</p> <p>Whelen M-Series Brake/Tail, Reverse, Turn, Brake/Tail Lights To Be Installed In A Whelen 4-Tier Whelen Chrome Housing On The Rear Of The Module Body.</p> <p>Top To Bottom As Follows: Brake/Tail. Position #1. Reverse. Position #2. Turn. Position #3. Brake/Tail. Position #4.</p>	2
50-DL-0500	<p>Whelen Pioneer Plus Surface Mount Dual Flood/Spot Combination Light</p> <p>SHOP NOTE: (1) Whelen Part #PCPSM2B. Dual Panel, Combination Spot / Flood Lighthouse Mounted Below The External A/C Condenser.</p> <p>Mount Tight To Condenser To Allow Department Name To Be Installed Above Cab Roof Lightbar And Below Pioneer Lighthouse.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 20

PART NO	DESCRIPTION	QTY
	Includes Black Flange. Includes Switch In Elite Touch Screen Of Cab Front Console Labeled "Front Scene". Switched On/Off By Both Main / Home Screen And Light Panel Screen. ***RADIO PROVISIONS AND AIR HORNS***	1
	SHOP NOTE: All Customer Supplied Radio Equipment Must Be Received At Life Line Prior To Construction Start Date.	
55-01-8500	KE-794 Antenna Base With Coax SHOP NOTE: (1) Front Module Roof To Radio Storage Area In D-1 Compartment. Label #1. Leave 18" Between Each Module Roof Antenna Base. Install Rain Caps On All Antenna Bases.	1
55-02-1500	KE-794 Module Roof Antenna Base/Coax (Ea) SHOP NOTE: (1) Mid-Front Module Roof To Front Cab Console. Label #2. (1) Mid-Rear Module Roof To Radio Storage Area In D-1 Compartment. Label #3. Leave 18" Between Each Module Roof Antenna Base. Install Rain Caps On All Antenna Bases.	2
55-02-5700	Radio Pre-Wire Power And Ground Over 20 AMP (Ea) SHOP NOTE: Each Pre-Wire Includes (1) Full Time Power, (1) Ground And (1) Battery On (Ignition On) Circuits. 10-Gauge Wire With 30-Amp Breaker. Butt Splice Termination Points. (1) Above The Street Side Action Area Counter Top / Below Action Area Cabinet. For Computer. Location To Allow A Computer Mount To Be Installed In The Action Area And Have The Wiring Come Straight Out To Connect To Computer Docking Station. Include A 2-3/8" Finger Grommet (Same As Plug In Electrical Cabinet). This Will Allow For Computer Wiring To Run Thru And Power / Ground For Computer. Label "Computer Connection". (2) Street Side Action Area Above Action Area Cabinet. Label "Mobile Radio Pre-Wire". (1) Curb Side Head End Of Squad Bench Behind The Elite Switch Panel. Label "Mobile Radio Pre-Wire".	4
55-02-5800	Radio Pre-Wire Power Studs Over 20 AMP (Ea) SHOP NOTE: Each Pre-Wire Includes (1) Full Time Power, (1) Ground And (1) Battery On (Ignition On) Circuits. 8-Gauge Wire With 40-Amp Breaker. Buss Bar Termination Studs. Cover All Buss Bars. (1) Covered Power Buss Bar Behind The Driver's Seat Base. Inboard Near The Seat Belt. (1) Covered Power Buss Bar Under The Front Console. (2) Covered Power Buss Bar In D-1 Compartment Behind Radio Access Panel.	4
55-02-6500	Install Customer Supplied Radio Cables (Ea) SHOP NOTE: (4) All Radio Cables Will Be Marked According To Locations Per Dealer. (1) D-1 Compartment To Front Console. (1) D-1 Compartment To Front Console. (1) D-1 Compartment To Street Side Action Area Above Storage Cabinet. (1) Street Side Action Area Above Storage Cabinet Where Mobile Radio Will Be Installed To Curbside Elite Screen Switch Panel. Modem Antenna: (1) Antenna Plus Antenna For Sierra Wireless Modem. Antenna Mounted On Module Body Roof	5

08/25/2021

Job/Order No: PROPOSAL

Page 21

PART NO	DESCRIPTION	QTY
	Over Electrical Closet And All Screw Type Ends To Terminate In Electrical Closet On Wall #2 Above Inverter.	
55-DL-0100	Install Dealer Supplied Havis Equipment Brackets SHOP NOTE: Install (3) Dealer Supplied Havis Equipment Brackets, Part #C-EB25-XTL-1P. (1) Street Side Action Area, Bracket To Allow Radio Speaker To Be Mounted To The Right Of The Bracket, Close To Angled Area. (See Drawing) (2) Front Cab Console. Install (1) Dealer Supplied Havis Equipment Bracket, Part # TBD. (1) Street Side Action Area, Bracket To Allow Radio Speaker To Be Mounted To The Left Of The Bracket.	4
55-DL-0200	Ignition Sense Wire SHOP NOTE: Ignition Sense Wiring, 14-Gauge Wire, 5 AMP Max Draw. (2) Under Front Cab Console. (1) Street Side Action Area Above Storage Cabinet Where Havis Equipment Bracket Is Installed. (1) Curbside Head End Of Squad Bench Behind The Elite Switch Panel. (2) D-1 Compartment. Label All As "Ignition Sense".	6
	SIRENS AND EMERGENCY LIGHTING	1
	SHOP NOTE: Special Note: Secondary Mode Will Not Come On Automatically In The Park/Neutral Mode.	
60-00-0110	Whelen CenCom Core Light Bar Group	1
60-00-0120	Whelen CenCom Core Second Siren SHOP NOTE: Includes Whelen Part #CEXAMP - WeCanX External Amplifier. Allows For Dual Tone Siren.	1
60-00-0125	Whelen CenCom Core Howler SHOP NOTE: Includes Whelen Part #CHOWLER - WeCanX Howler Siren.	1
60-00-0130	Whelen CenCom Core V2V SHOP NOTE: Includes Whelen Part #CV2V - WeCanX Vehicle-To-Vehicle Synchronization Module (Includes Internal Antenna). Installed On Top OF OEM Dash.	1
60-00-0135	Whelen CenCom Core Control Head SHOP NOTE: Whelen Part #CCTL6 - WeCanX Slide (Not Used) And Rotary Knob Control Head. Installed In Front Console In Location Of Standard Siren Head Below The Elite Touch Screen. This Will Control The Siren Functions. Includes A Havis Trim Bezel, Part #C-EB40-CCS1P To Mount CCTL6 Controller In Cab Console. NOTE: OEM Horn Shall Not Sound Thru Steering Wheel Siren Operation.	1
60-01-3700	Delete Standard Whelen295HFS2 Siren System (Credit) SHOP NOTE: Siren Is Inclusive Of Rotary Knob Control Head With Slide Switch Mounted In Front Console On Flat Section Of Console. (Mount Where Standard Siren Would Be Located).	1
60-01-4510	SAD3815 and SAP3816 Thru Bumper Siren Speakers (F-Series) SHOP NOTE: CPI Part #SAD3827-20FSD-1. CPI Part #SAP3828-20FSD-1.	1

08/25/2021

Job/Order No: PROPOSAL

Page 22

PART NO	DESCRIPTION	QTY
60-01-9001	<p>4 Whelen M9 Series "LED" Side Module Warning Lights</p> <p>SHOP NOTE: Whelen Part #M9R - Red LED With Red Lens. Mount The Side Lights Inline.</p> <p>Wired To Primary / Secondary Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-02-2001	<p>2 Whelen M9 Series "LED" Front Module Warning Lights</p> <p>SHOP NOTE: Whelen Part #M9R - Red LED With Red Lens.</p> <p>Wired To Primary / Secondary Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-02-8100	<p>Delete The Standard Center Front Module Warning Light (Credit)</p> <p>SHOP NOTE: See Option #60-10-0001 For KKK Required Clear LED Forward Facing Lights.</p>	1
60-02-9501	<p>2 Whelen M9 Series "LED" Rear Module Warning Lights</p> <p>SHOP NOTE: Whelen Part #M9R - Red LED With Red Lens.</p> <p>Set To Brake Override.</p> <p>Wired To Primary / Secondary Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-03-3005	<p>1 Whelen M6 "LED" Center Rear Module Warning Light</p> <p>SHOP NOTE: Whelen Part #M6A - Amber LED With Amber Lens.</p> <p>Wired To Primary / Secondary Switch / Circuit.</p> <p>Use M6 Light ILOS Due To Quantity Of Lights And Rear Camera.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-04-4610	<p>Emergency Lights On In Reverse</p> <p>SHOP NOTE: Wired To "Rear Flasher" Switch / Circuit.</p> <p>Includes Cut-Out Switch In Front Switch Panel.</p>	1
60-04-5280	<p>2 Whelen ION Wide Angle Super "LED" Grille Lights (Type I)</p> <p>SHOP NOTE: Whelen Part #WIONSMCR - Red LED With Clear Lens. Includes Chrome Flange.</p> <p>Mount In The Lower Grill Area.</p> <p>Wired To Primary / Secondary Switch / Circuit. Cut-Out In Secondary Mode.</p> <p>Program Light(s) To Steady-Burn.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 23

PART NO	DESCRIPTION	QTY
60-05-0494	<p>Wired To Whelen CenCom CORE System.</p> <p>2 Whelen M7 Series "LED" Intersection Lights (Type I) SHOP NOTE: Whelen Part #M7R - Red LED With Red Lens.</p> <p>Wired To Primary / Secondary Switch / Circuit. Cut-Out In Secondary Mode.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-06-0650	<p>Whelen Wig-Wag Headlight Flasher SHOP NOTE: Wig Wag Headlights With Whelen #SSFPOS Flasher.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-06-6001	<p>2 Whelen M7 Series "LED" Rear Wheel Well Lights SHOP NOTE: Whelen Part #M7R - Red LED With Red Lens.</p> <p>Wired To "Rear Flasher" Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	1
60-08-0000	<p>Custom Whelen 55" Freedom IV DYAD WCX Cab Roof Mount Lightbar SHOP NOTE: Includes (14) Linear Super-LED Lightheads; (4) Corner, (8) Forward Facing Lights, (2) Short Super LED, And (2) Super-LED Alley Lights.</p> <p>Red LED Lights Heads Wired Thru The "FRONT LIGHT BAR" Switch.</p> <p>Clear LED Light Heads Wired Thru The "FORWARD CLEAR" Switch.</p> <p>Clear/Red/Red/Red/Duo (Red/Clear)/Duo (Red/Clear)/Red/Red/Red/Clear =Forward Facing. Red/Red/Red/Red=Corner Lights.</p> <p>(2) Super-LED Alley Lights To Be Wired To Flash With Front Lightbar Circuit And Steady Burn With Respective Left / Right Flood Light Switching. Flood Light Switch Overrides The Flashing Capability.</p> <p>Includes PhotoCell Option. Wire PhotoCell To Allow Lights To Dim Automatically At Night And Also Program Lightbar To Slow down Flash Rate To Standard On / Off At Night. This Is All Achieved Thru WeCan Programming.</p> <p>All Lens Colors To Be Clear.</p> <p>Includes MKAJ7 Mounting Brackets.</p> <p>NOTE: Must Be Whelen WCX Lightbar That Works In Conjunction With Whelen CORE System. Wired To Whelen CenCom CORE System.</p>	1
60-08-1010	<p>Opticom Mounted On The Front Wall W/Park Disable SHOP NOTE: Includes Park Disable Circuit. #794H Infrared.</p> <p>Install Above Driver Seat Between A/C Condenser And Whelen M9 KKK Light.</p> <p>Wired To Elite Control / Power Only.</p>	1
60-08-1300	<p>Emitter Recess Bezel Mount Kit For Front Module Wall Mount SHOP NOTE:</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 24

PART NO	DESCRIPTION	QTY
60-09-4453	<p>GTT Part #78-8118-6920-1.</p> <p>Install Above Driver Seat Between A/C Condenser And Whelen M9 KKK Light.</p> <p>Whelen ION "LED" Grille Light Clear Lens with Chrome Flange (Ea)</p> <p>SHOP NOTE: (2) Whelen Part #WIONS MCR - Red LED With Clear Lens. Includes Chrome Flange.</p> <p>Mount In The Upper Grill Area.</p> <p>Wire To "Front Flasher" Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	2
60-10-0001	<p>Whelen M7 Red Or Amber Or Blue Or Clear "LED" Light (Ea)</p> <p>SHOP NOTE: (2) Whelen Part #M7C - White With Clear Lens.</p> <p>Installed On The Front Panel Of The External A/C Condenser On The Front Of The Module. Spaced Out As Far As Possible.</p> <p>Wired To Primary / Secondary Switch / Circuit. Cut-Out In Secondary Mode.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System. *****</p> <p>(2) Whelen Part #M7R - Red LED With Red Lens.</p> <p>Location: OEM Fender F550 Chrome Decal Area.</p> <p>Wired To "Front Flasher" Switch/Circuit.</p> <p>Match Unit #4818.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	4
60-10-0160	<p>Rear Window Level Whelen M9 Red Or Amber Or Blue Or Clear "LED" Lights (2)</p> <p>SHOP NOTE: (2) Whelen Part #M9R - Red LED With Red Lens. Mounted To Show Thru The UPPER Portion Of The Rear Door Windows.</p> <p>(1) Whelen Part #M9A - Amber LED With Amber Lens. Mounted To Show Thru The LOWER Portion Of The Rear Door Windows. Mounted On Curbside Of Module.</p> <p>(1) Whelen Part #M9B - Blue LED With Blue Lens. Mounted To Show Thru The LOWER Portion Of The Rear Door Windows. Mounted On Streetside Of Module.</p> <p>The Four Lights At UPPER/LOWER Rear Window Level To Flash In "X" Pattern.</p> <p>Lights Wired To "Rear Flasher" Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p>	2
60-10-2100	<p>Whelen M9 Red Or Amber Or Blue Or Clear "LED" Light (Ea)</p> <p>SHOP NOTE:</p>	2

08/25/2021

Job/Order No: PROPOSAL

Page 25

PART NO	DESCRIPTION	QTY
60-DL-0100	<p>(1) Whelen Part #M9R - Red LED With Red Lens. Mounted On The Rear of The Module Between The Left Rear Flood / Scene Light And The KKK Required Light.</p> <p>(1) Whelen Part #M9R - Red LED With Red Lens. Mounted On The Rear of The Module Between The Right Rear Flood / Scene Light And The KKK Required Light.</p> <p>Lights Wired To "Rear Flasher" Switch / Circuit.</p> <p>Program Light(s) To Steady-Burn.</p> <p>Wired To Whelen CenCom CORE System.</p> <p>Special M7 Installation Charge</p> <p>SHOP NOTE: Specify Custom Option: Additional Charge For The Installation Of The M7 Lights On The Cab OEM Fender F550 Chrome Decal Area. See Option #60-10-0001.</p>	1
60-DL-0200	<p>10% Lightbar Discount</p>	1
60-DL-0300	<p>Whelen CORE System</p> <p>SHOP NOTE: All Exterior Warning Light Heads To Be Wired To Individual Output.</p> <p>Includes Wiring To PhotoCell In Lightbar, Part #F4WPHOTO.</p> <p>All Warning Lights To Be Wired To Standard Elite Electrical System And Life Line To Provide Inputs To CORE System.</p> <p>"PRIMARY / SECONDARY" Light Heads: (2) Front Wall M9 Series RED LED Light Heads. (2) Rear Wall Upper/Outboard M9 Series LED Light Heads. (2) Street Side Body M9 Series LED Light Heads. (2) Curb Side Body M9 Series LED Light Heads. (2) Forward Facing ION Series LED Lower Grille Lights. (2) Front Cab Intersection M7 Series LED Light Heads. (2) Forward Facing White M7 Series LED Light Heads On The External A/C Condenser. (1) Rear Facing Center Mounted Amber M6 Series LED Light Head.</p> <p>"FRONT FLASHER" Light Heads: (2) Forward Facing ION Series LED Upper Grille Lights. Wired To Flash Opposite. (2) M7 Series LED Light Heads Mounted On Cab Fenders Where OEM F550 Decal Is Installed. Mounted In A Vertical Position.</p> <p>"REAR FLASHER" Light Heads: (2) Upper Rear M9 Auxilliary Light Heads Above Rear Doors. (4) Window Level M9 Series LED Light Heads. (2) Rear Wheel Well M7 LED Light Heads.</p> <p>"FRONT LIGHTBAR" Light Heads: Includes All Red LED Light Heads In The Front Cab Roof Mounted Light Bar.</p> <p>"CLEAR CUT OUT" Light Heads: Includes All White LED Light Heads In The Front Cab Roof Mounted Light Bar. The White Lights Shall Come "On" With Master Switch And The Switch Will Allow The Operator To Shut Off The White Flashers If Needed.</p> <p>"WIG WAG" Headlights: Wired To Whelen SSFPOS Flasher Thru Elite System.</p> <p>"OPTICOM": GTT Infra-Red Opticom Recessed In Front Wall, Elite.</p> <p>Note: Scene Lights Will Not Be Wired Through Whelen CenCom System.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 26

PART NO	DESCRIPTION	QTY
	PATIENT COMPARTMENT	
65-00-0100	Standard Solid Surface Construction Interior Cabinets	1
65-00-9900	SPECIAL NOTE TO DEALER SHOP NOTE: Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
65-01-2000	Standard Smooth Headliner	1
65-01-3000	1/4" Clear Polycarbonate Sliding Doors On Cabinets SHOP NOTE: Includes Brushed Finish Interior Trim.	1
65-02-2230	"Complete Package" Stryker Power Load System SHOP NOTE: Includes: Complete Stryker #6390 Power-LOAD System Installed. Mounted In Center Position. Floor Structure - Tapping Blocks. Pre-Wire With 10-Gauge Power And Ground With A 15 Amp Circuit Breaker Powered By Shoreline Or Battery On Power. Be Sure To Leave Main Power Switch In The Off Position When Not In Use Or Vehicle Is Not Plugged Into Shorepower. Delete Stryker Floor Mount For Push Rail. Stryker Part #6360-030-11. LL Part #F09042. This Is Not Needed. Includes Stryker Standard 1-Year Warranty On Power-LOAD. See Option #65-02-2246 For Extended ProCare Warranty To Be Added To Power-LOAD When LL Is Ordering System (Power-LOAD System Is Serialized). This Option Does NOT Include Cot.	1
65-02-2246	Stryker Power-LOAD PREVENT ProCare Extended Warranty #76011PT SHOP NOTE: Stryker ProCare "Power-LOAD" Extended Warranty. PREVENT. Stryker Part #76011PT (With Batteries). Coverage For (6) Additional Years In Addition To Stryker Standard (1) Year Warranty. Total Warranty: (7) Years. Prevent Includes: *Stryker OEM Parts. *Labor And Travel Expense. *Battery Servicing And Replacement. *Stryker-Trained Service Specialist. *2-Hour Call Back Time. *24-72 Hour Turnaround Time. *Documentation For Governing Bodies. *Annual PM Inspection Service. NOTE: This Warranty Is Thru Stryker And Not Associated With Specialty Vehicles, Inc. / Life Line Emergency Vehicles. All Claims / Services To Be Handled By Stryker. Includes Year #1 PM Service.	1
65-02-8000	L.R.O. Cabinet With Speed Load Door SHOP NOTE: With Positive Lock Feature. Width Adjusted Due To Location Of Side CPR Seat. 16.75" Interior Height.	1

08/25/2021

Job/Order No: PROPOSAL

Page 27

PART NO	DESCRIPTION	QTY
	Includes (1) Adjustable PVC Shelf.	
65-03-3500	Cabinet Above The Side Seat With Speed Load Door SHOP NOTE: With Positive Lock Feature. Must Be 10" Deep.	1
65-03-7500	L.F.O. Cabinet With Speed Load Door SHOP NOTE: With Positive Lock Feature. Increased Width Due To Location Of Side CPR Seat. Requires Dual Cabinets. 16.75" Interior Height. Includes (1) Adjustable PVC Shelf In Each Cabinet.	2
65-04-2300	Delete Standard Left Rear Base Cabinet (Factory Use) SHOP NOTE: Deleted Due To D-3 Compartment.	1
65-04-6600	Delete Standard Telemetry Area Cabinet SHOP NOTE: Due To Location Of Side CPR Seat.	1
65-04-8100	Delete Standard Lower Telemetry Area Cabinet (Factory Use) SHOP NOTE: Due To Location Of Side CPR Seat.	1
65-04-9000	Action Area Cabinet With Speed Load Door SHOP NOTE: With Positive Lock Feature. Includes Slanted Switch Panel Option. Includes (4) Adjustable PVC Shelves (1-Std / 3-Add'l). (1) CMED Radio And (1) Additional Mobile Radio (Both Radios Are Motorola) To Be Recessed And Installed With Dealer Supplied Havis Equipment Bracket C-EB25-XTL-1P (CMED Radio) Above The Cabinet. CMED Radio Mounted Close To Slanted Area. Bottom Of The Cabinet Will Leave Approximately 4-5" From Top Of Counter Top. Forward Area Of The Cabinet Will Contain A 125V Outlet And Volume Control Knob For Speakers. Match Previous Unit #4818.	1
65-05-0000	Slanted Action Area Switch Panel SHOP NOTE: Allow For Switch Panel, Suction Regulator And (2) Ohio Oxygen Outlets. Sharp Angle Due To LP15 Brackets Between Slanted Panel And Side CPR Seat.	1
65-05-2100	Delete Standard Lower Action Area Cabinet (Factory Use) SHOP NOTE: Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1
65-05-2600	Sharps Container In The Trash Cabinet SHOP NOTE: See Option #65-05-3000 For Waste Container Requirements. Includes #8970 Sharps Container. Sharps And Waste Containers Are Rotated To Gain Additional Width In Exterior Compartment.	1
65-05-3000	Action Area Tip-Out Trash Cabinet With Wide Ext Comp Option SHOP NOTE: Notch Exterior Compartment To Allow For Interior Cabinet.	1

PART NO	DESCRIPTION	QTY
	<p>See Option #65-05-2600 For Added Sharps Container.</p> <p>Includes Registry #1111195 8-Quart Rectangular Beige Waste Container With #8970 Sharps Container.</p> <p>Install Magnetic Catch ILOS Latch.</p> <p>Include Chain On Door To Hold In Open Position When Removing The Container.</p> <p>Include Handle On Door Face.</p> <p>Door To Be Full Height To Meet K-Spec.</p> <p>Sharps And Waste Containers Are Rotated To Gain Additional Width In Exterior Compartment.</p>	
65-05-4500	<p>Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Belt with Hinge Lid</p> <p>SHOP NOTE: Includes Black IMMI 4-Point Seat Belt.</p> <p>Backrest Color To Be: DA-314 Desert Rose (Dark Red). Allow 22.25" Between Hip Pads For Seated Area.</p> <p>Leave Hip Pad On Action Area .50" - .75" Down From Top Of Counter Top To Prevent Excessive Wearing (Not Flush With Top Of Counter Top).</p> <p>Location To Match Previous Un it #4818.</p>	1
65-05-8505	<p>Rear Facing Valor Vac Attendant Seat w/Child Safety Seat On Pedestal/Swivel</p> <p>SHOP NOTE: Valor Vacuum Formed Seat With Child Safety Seat And Life Line Logo.</p> <p>To Match Seat Cushion Vinyl - Desert Rose.</p> <p>Includes 4-Point Seat Belt. Same Style Seat Belt As Side Facing Seats.</p> <p>Stryker Stretcher Ordered With Retractable Head End Oxygen Bottle Holder. Stryker Part #6085-046-000.</p>	1
65-05-9795	<p>Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)</p> <p>SHOP NOTE: (1) Curb Side Squad Bench. There Will Be (2) IMMI Seats On Curb Side Wall ILOS (3).</p>	1
65-06-2000	<p>Rear Facing Electrical Cabinet And Door</p> <p>SHOP NOTE: Vented Accordingly. Includes SouthCo C5 Latch On Door. Include Magnets At Top And Bottom ILOS SouthCo Latches.</p>	1
65-07-0000	<p>Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors</p> <p>SHOP NOTE: Solid Surface Doors With Vented Polycarbonate Inserts. C5 Latch On Both Doors.</p> <p>Inside Access Only. Extend From Top Of Slide Out Drawer To Bottom Of Knox Med Vault Cabinet.</p> <p>Customer Will Store Pedl Bag And Portable Suction In This Area.</p> <p>Contain (2) Aluminum Shelves With 1" Lip. See Option #25-04-6500 For Shelf Requirements.</p>	1
65-07-5000	<p>Delete Right Front Lower ALS Cabinet Doors</p> <p>SHOP NOTE: Solid Wall. This Area Is Above The Floor Line And Below The Upper RFS Area.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 29

PART NO	DESCRIPTION	QTY
	No IS/OS Access. Exterior Access Only Thru Compartment Door Only.	
65-07-5300	Top R.F.S. Cabinet For Knox Box ILOS Heat/AC SHOP NOTE: See Option #65-12-5310 For Med Vault Requirements.	1
65-07-5410 65-07-9000	Top R.F.S. Cabinet For Knox Box ILOS Heat/AC Add Cabinet In The Lower Walk-Thru Area SHOP NOTE: With Solid Surface Counter Top Area. Standard Lip.	1 1
	Solid Surface Doors With Poly Inserts. C5 Latch On Both Doors. Includes (1) Adjustable PVC Shelf. Allow For HP Office Jet 100 Mobile Printer (14" W x 7" D x 4" H), Stryker SMRT Charger And Other Equipment To Be Stored. Install Vents On Wall #1 With Removable Access Panel. Cabinet To Be As Deep As Possible.	
65-08-0500	CS Squad Bench w/Contoured Ergo Backrests w/1 Piece Lid & No Divider SHOP NOTE: Includes 2 Sets Of Black IMMI 4-Point Seat Belts. Backrest Color To Be: DA-314 Desert Rose (Dark Red).	1
	Drop Foot End Of Storage To Floor For Increased Storage.	
65-08-3600	Superliner Head Of Squad Bench Work Cabinet SHOP NOTE: Includes Corian Counter Top With Standard Lips.	1
	From The Side Door Step Well The Cabinet Will Be Open With Simpson Net And Contain (1) Aluminum Adjustable Shelf With 1" Return Lip. See Option #25-11-8015 For Shelf Requirements. Top Portion To Allow For (1) Slide-Out Drawer Directly Below Bottom Of Sharps Container. Drawer Is 4" High (ID). The Open Area In The Step Well Area Will Be Trimmed With Stainless Steel. Match Previous Unit #4818.	
65-08-8500 65-09-2000	Squad Bench Headrest Cushion Two Section Bandage Cabinet With Speed Load Doors SHOP NOTE: With Positive Lock Feature. Specify Cabinet Depth: 10" Deep.	1 1
65-09-6110	CPI Latching Triple Glove Box Holder w/Clear Lid In Cushion Area Above Doors(Ea) SHOP NOTE: Recessed Storage Box With Top Hinged Clear Latching Polycarbonate Door. Installed Above Side Entry Door. Must Include Weight Sticker On Each Cabinet.	1
65-09-8500 65-10-0000	100" Long Formed Streetside Ceiling Grab Rail Custom Length Formed Curbside Ceiling Grab Rail SHOP NOTE: Specify Custom Length: 60".	1 1
65-10-0500 65-10-2000	Formed "L" Door Assist Rails Mounted On The Hinge Side Formed Assist Rail At The Head End Of The Squad Bench SHOP NOTE:	1 1

08/25/2021

Job/Order No: PROPOSAL

Page 30

PART NO	DESCRIPTION	QTY
	Ship Loose With Hardware. Dealer To Install If Needed.	
65-10-3000	Delete Formed Assist Rail On The Left Rear Wall	1
65-10-5000	Two C.P.I. #IV2008 Rubber Recessed IV Brackets SHOP NOTE: (2) Mounted In The Mid/Rear Cot Position. Rotated 90 Degree Or Run Side To Side ILOS.	1
65-10-6100	Add C.P.I. #IV2008 Rubber Recessed IV Bracket (Ea) SHOP NOTE: (2) Mounted In The Forward Cot Position. Rotated 90 Degree Or Run Side To Side ILOS.	2
65-10-9000	Southco Cabinet Latches SHOP NOTE: Latches Must Be Change Notice 10/11 Compliant.	1
	Solid Hinged Doors To Use SouthCo C5 Latches. Hinged Doors With Polycarbonate Doors To Include M1 Latches. All Slide-Out Drawers To Include M1 Latches.	
65-11-3500	Locking Cabinet Drawer With Separate Key Lock (Ea) SHOP NOTE: (1) Head Of Squad Bench Work Cabinet. Approximately 4" Clear Opening Height. Use Heavy Duty Mounting To Interior Of Cabinet To Prevent Screws From Backing Out Of Cabinet Walls. Drawer To Be At Bottom Of Sharps Container. (1) RFS Above P-1 Compartment And Below Inside Access Upper Area. 5" ID Drawer. Separate Cylinder Locks For Both Drawers.	2
65-11-3805	Adjustable Drawer Divider (Ea) SHOP NOTE: Adjustable/Removable Dividers With Binding Strip. (4) Head Of Squad Bench Work Cabinet. Dividers To Be Installed From Side-To-Side As The Drawer Is Opened.	4
65-12-2810	BRG LED Digital Clock Mounted In Rear Head Cushion SHOP NOTE: Set To EST. 12 Hour Display. Include Owner's And Instructional Manual In Life Line Manual At Time Of Delivery. Include The Serial Number Of The Clock Installed On The Inside Of The Electrical Closet Door Near Existing Labels.	1
65-12-5330	KNOX Medvault Recessed Model #5530 w/5 year Cloud Subscription SHOP NOTE: (1) Top R.F.S Cabinet At Ceiling Height. (1) 5520-Med Vault 2. With Audit Trail. Standard Door & WiFi. Recess Mount. Light Bar. Back Antenna. Customer Is Registered With Knox And Currently Has Med Vault Units In Existing Fleet. 5 year Cloud Subscription.	1

08/25/2021

Job/Order No: PROPOSAL

Page 31

PART NO	DESCRIPTION	QTY
65-12-7500	<p>Drop In Sharps At The Head Of The Squad Bench</p> <p>SHOP NOTE: Thru The Counter Top At The Curbside Head End Squad Bench Cabinet. The Lid Shall Rest On The Counter Top.</p> <p>Includes Quarter Turn Latch To Keep The Sharps Container Secured In Place In Event Of Rollover.</p> <p>Includes 5-Quart Sharps Style Container #85131.</p>	1
65-13-5500	<p>Additional Interior Adjustable Shelf (Ea)</p> <p>SHOP NOTE: Action Area Cabinet. (Total Of (4) Shelves In Cabinet.)</p>	3
65-14-4500	<p>Adjustable Vertical Shelf Divider (Ea)</p> <p>SHOP NOTE: (6) Curb Side Bandage Cabinet. Use Full Height Dividers (Cabinet Will NOT Contain Adjustable Shelf). 3-Front Section / 3-Rear Section.</p> <p>Additional Measures To Be Made To Prevent Set Screws From Backing Out Causing The Polycarbonate Divider To Come Free.</p>	6
65-15-0034	<p>Interior Laminate: Fossil Gray High Gloss</p> <p>SHOP NOTE: Fossil Gray High Gloss. LL Part #C05077.</p> <p>Match Previous Unit #4818.</p>	1
65-15-0519	<p>6" Wide Accent Stripe</p> <p>SHOP NOTE: 6" Wide Nevamar Sangaree #S-1-25G Glossy.</p> <p>This Stripe To Start At The CPR Seat Height And Extend Downward 6".</p> <p>Same Color And Location As Previous Unit #4818.</p>	1
65-17-0267	<p>Seam Sealed Cushions "KKK" Vinyl: DA-314 Desert Rose (Dark Red)</p> <p>SHOP NOTE: This Vinyl To Be Sent To EVS For Back Rests And Medi-Vac Seating For Exact Matches.</p>	1
65-17-0611	<p>Valor Vac-Form Vinyl Color: Desert Rose (Dark Red)</p>	1
65-18-0008	<p>Welting Between Cabinets: Beige</p> <p>SHOP NOTE: LL Part #EW18016. Beige. Custom Color Welting To Match Previous Unit #4818.</p>	1
65-19-0007	<p>Counter Tops (Main): Savannah</p> <p>SHOP NOTE: Standard With 1" Lip For Streetside Action Area, Lower Pass-Thru Cabinet And Head Of Squad Bench Cabinet Work Cabinet.</p> <p>Top Lip: New Caldron. Center: Savannah. Base: Savannah.</p>	1
65-20-0017	<p>Counter Tops (Top Lip): New Caldron</p> <p>SHOP NOTE: Top Lip Color.</p> <p>Top Lip: New Caldron. Center: Savannah. Base: Savannah.</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 32

PART NO	DESCRIPTION	QTY
65-21-0031	Lonseal Floor Selection: Lonplate II #4191X Brick SHOP NOTE: Rolled Up 6" On Both Sides ILOS.	1
65-CS-0950	Additional Counter Top SHOP NOTE: Colors To Match As Specified. (1) Flat Counter Top Piece For Under Life Pak Monitor Bracket In Main Action Area Sized For A Shelf Mount TMS LP15 Bracket. Ship Loose. NOTE: TMS MONITOR BRACKET HAS BEEN DISCONTINUED.	2
65-CS-1000	Add Angled Cabinet For The 2nd Rear Switch Panel SHOP NOTE: Mounted At The Head End Of The Curbside Squad Bench Below The Bandage Cabinet. Dealer To Install A Mobile Radio (Head Only) With Plug On Back Of Radio To Be Secured To The Wall Below The Angled Cabinet. Mounted With Bail Mount Style Bracket.	1
65-CS-1210	Cargo Net Over Head Of Squad Bench Cabinet SHOP NOTE: Simpson Net. Installed With (4) Anchor Plates. LL Part #U020011. Includes Tie Down Fitting. LL Part #U02010. Install On Open Area Of The Head End Curbside Squad Bench Cabinet In Side Door Step Well. NOTE TO DEALER/CUSTOMER: This Net Does Not Meet K-Spec.	1
65-CS-3000	Total Available Seating Positions In this Unit SHOP NOTE: Seven (7) Seating Locations Total. Includes: (2) Cab. (1) Attendant Seat / Head Of Cot. (1) Street Side CPR Seat. (2) Curb Side Squad Bench. (1) Stretcher.	7
65-DL-0100	Custom Patient Cup Holders On Pass-Thru Cabinet Counter Top SHOP NOTE: Specify Custom Option: (2) Cup Holders In Thru The Counter Top Of The Lower Pass Thru Cabinet On The Left Side - 1 In Front Of The Other. Seal The Bottom Holes Of The Cup Holder And Seal To Counter Top. Use Silicone Sealant.	2
65-DL-0200	Large Trash Container SHOP NOTE: Specify Custom Option: Supply (1) Large Rubbermaid Trash Container. Ship Loose For Dealer To Mount To Lower Right Front Stack Wall. Use Rubbermaid #2956. 14" Long, 10" Wide, 15" High, 28 Quart. Trash Container Height To Be Top Of Accent Stripe. Reference #4468.	1
65-DL-0300	Aisle Side Storage Cabinet With Solid Hinged Door SHOP NOTE: Specify Custom Option: Add Aisle Side Cabinet With Right Hinged Solid Surface Door. Includes SouthCo C5 Latch. Above Lower Pass Thru Cabinet And Behind Electrical Closet.	1

08/25/2021

Job/Order No: PROPOSAL

Page 33

PART NO	DESCRIPTION	QTY
	<p>Cabinet Will Be For Storage Of A 5# Fire Extinguisher With Strike First Bracket On Wall #2 And Zico QR-D-2 Portable Oxygen Cylinder Bracket. Zico Bracket Installed On Wall #3 At Front Edge Of Cabinet.</p> <p>Cabinet Has Dropped Floor And Raised Ceiling Inside.</p> <p>Match #4468 Measurements And Design.</p>	
	PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS	
70-01-0500	<p>12 Volt Powered Fresh Air Intake</p> <p>SHOP NOTE: Circuit Wired Thru The Exhaust Vent Circuit And Switch.</p>	1
70-01-1000	<p>12 Volt Powered Exhaust Fan</p>	1
70-01-2301	<p>Ducted Hoseline Center Mounted Heat/AC Location ILOS</p> <p>SHOP NOTE: Includes Center Evaporator/Heater Core Location.</p> <p>Includes #65-07-5300 Top R.F.S. Knox Box Med Vault Cabinet. See Option 65-12-5310.</p> <p>Evaporator Model #ACHU1118.</p>	1
70-01-2400	<p>Inline Booster Coolant Pump</p> <p>SHOP NOTE: 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.</p> <p>Installed In D-1 Compartment Behind Removable Access Panel On Wall #1.</p>	1
70-01-4510	<p>Hoseline Front Wall Mounted Aux 12 Volt A/C Condenser (Type I Modular Body)</p> <p>SHOP NOTE: Hoseline Dual Inner Liner Condenser Model #TMC2007 With Wedges On The Front Wall ILOS. (Dual Inner Liner Will Help Cool The Patient Compartment Faster). Low Profile Condenser.</p> <p>The A/C Condenser To Be Painted Red To Match The Vehicle.</p> <p>Must Not Be Higher Than Module Roof When Installed. Top Of Condenser Shall Be Top Of Roof Drip Rail Extrusion.</p> <p>Use LL Manufactured Aluminum Wedges ILO Hoseline.</p>	1
70-01-6520	<p>Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6)</p> <p>SHOP NOTE: Includes: Step #1: 2" Thick Plank Non-Deteriorating High Density Yellow Certifoam Insulation Between All Framing Including Module Body Walls, Floor, Ceiling And Exterior Compartment Doors. All Insulation Shall Be Cut To Fit Between All Structures With Minimal Voids. It Is Critical That All Openings Are Covered. Must See Insulation In Walls Behind The Compartment Vents, Cannot See Aluminum Walls Per Inspector.</p> <p>Step #2: Install A 4-MIL Vapor Barrier Covering The Module Body Walls, Ceiling And Patient Entry Doors.</p> <p>Step #3: Acoustic Dampening Material Shall Be Installed On All (4) Sides Of The Side Entry Door Step Well And Wheel Wells.</p> <p>Step #4: A 3/8" Thick Thermal Heat And Sound Insulation Product Featuring 100% Synthetic Fiber Felt That Provides Sound And Comfort Control As Well As A High-Tech Foil Heat Barrier That Blocks 70% Of Radiant Heat Up To 1500-Degrees Fahrenheit Installed On The Underside Of The Aluminum Sub Floor System. The Material Shall Include The Following Characteristics: Lightweight, Durable Shield, Reduces Sound, Absorbs Vibration, Protects From Radiant Heat, Provide An Extra Layer Of Insulating Padding, Flame Retardant.</p> <p>Step #5:</p>	1

08/25/2021

Job/Order No: PROPOSAL

Page 34

PART NO	DESCRIPTION	QTY
	<p>A Non-Permeable Sound Dampening Material That Is Moisture Resistant For Additional Insulation Shall Be Installed In Addition To The 4-MIL Vapor Barrier. This Insulating Material Shall Be Installed In All Walls.</p> <p>The Closed Cell Neoprene Shall Include The Following Characteristics. Soft / Expanded / Closed Cell Foam Rubber, Flame Resistant - FMVSS 301 Self - Extinguishing, Service Temperature Of -40 To 250 Degrees Fahrenheit.</p> <p>Step #6: All Floor Structural Tubes Shall Be Filled With Foam Insulation.</p> <p>Step #7: Insulate Behind All Black Compartment Vents And Full Insulation On Rear Wall.</p> <p>Make Certain There Is Insulation Behind Any New Style Vents.</p> <p>The Rear Wall Of Module Wherever Possible To Include Insulation. Critical.</p>	
70-01-6600	Automotive Grade Undercoating Under Module Body	1
	OXYGEN SYSTEM	
75-01-0000	Ohio Style Action Area Oxygen Outlet SHOP NOTE: Located On The Slanted Switch Panel.	1
75-01-2000	Ohio Style Ceiling Mounted Oxygen Outlet SHOP NOTE: Mounted Forward Of The 60" Curb Side Grab Rail.	1
75-01-4000	Ohio Style Right Wall Mounted Oxygen Outlet	1
75-01-6500	Add Ohio Style Oxygen Outlet(s) (Ea) SHOP NOTE: (1) Slanted Switch Panel Cabinet In The Street Side Action Area Next To Standard.	1
75-01-8000	Interior Oxygen Access/Viewing Door SHOP NOTE: Access Door Will Be Polycarbonate Framed With M1 Latch.	1
75-02-2500	"H" Oxygen Tank Bracket In Non-Standard Location SHOP NOTE: D-1 Compartment. On Wall #2, Close To Wall #3.	1
	Includes Zico Ratchet Style Straps #3030-135-138 For Oxygen Bottle ILOS.	
	Please Install All Main Oxygen Bottle Straps.	
75-02-3710	Drill Mounting Plate For Both "H" or "M" Tank For O2 Bracket SHOP NOTE: Set Up For "H" Tank At Delivery.	1
75-03-3010	ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket SHOP NOTE: (1) Street Side Aisle Cabinet Above Lower Pass Thru Cabinet / Counter Top - Behind Electrical Overflow Cabinet.	1
	Mount At Front Edge Of Cabinet On Wall #3.	
	Life Line Installed Strike First Fire Extinguisher Bracket W/ 5# ABC Fire Extinguisher To Be Secured To Wall #2 Of Cabinet.	
	SUCTION SYSTEM	
80-01-0000	12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1
80-01-1505	1 Ohio Style Recessed Suction Area Suction Outlet SHOP NOTE: Includes Quick Disconnect For Outlet. Outlet Mounted In Recessed Area On Wall #2, Near Canister Below Streetside Action Area.	1
	Includes Vacuum Connector (Male) With Proper Sized Metal Barb Fitting To Adapt To Suction	

08/25/2021

Job/Order No: PROPOSAL

Page 35

PART NO	DESCRIPTION	QTY
	Hose From Connector To Canister.	
80-01-7500	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set SHOP NOTE: Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Option #80-01-1505 - Standard Ohlo Outlet.	1
80-01-8500	Recessed Suction Unit Below Action Area SHOP NOTE: Includes A 3/4 Height Bottom Hinged Framed Polycarbonate Door With Space At The Top To Allow For Tubing To Come Thru. Pull Handle On Door. Mount Quick Disconnect Near The Canister On The Back Wall. Canister Is NOT Mounted On The Door. Regulator To Be On Slanted Area Of Action Area Cabinet. Quick Disconnect To Be Mounted Near Canister In Recess Area.	1
	PAINT	
85-00-0100	Standard Paint Process And Warranty SHOP NOTE: 6-Year Pro-Rated AkzoNobel (Sikkens) Paint Warranty. Which Is As Follows: For 3 Years 100%. 4th Year 50%. 5th Year 25%. 6th Year 10%.	1
85-00-0215	Drawings to Show Paint & Graphics Required (Per Hour)	1
85-01-0500	Repaint Chassis ILOS O.E.M. White (Type I or Highliner) SHOP NOTE: Specify Color: Red FLNA 30262. Touch-Up Paint Is Included For Colored Chassis. Reference #4818. Send Paint Sample For Approval Unless Life Line Is 100% Confident Paint Color Will Match Previous Unit #4818. At Time Of Painting Vehicle, Include (2) Additional Spray Out Cards For File. Install In Plastic Sleeve Secured To The Bottom Of The Interior Electrical Closet Door. Make Certain They Are Completely Dry Before Inserting In Sleeve.	1
85-01-1500	Paint Module Body Other Color ILOS O.E.M. White SHOP NOTE: Specify Color: Red FLNA 30262. Touch-Up Paint Is Included For Colored Module Body. Reference #4818. Send Paint Sample For Approval Unless Life Line Is 100% Confident Paint Color Will Match Previous Unit #4818. At Time Of Painting Vehicle, Include (2) Additional Spray Out Cards For File. Install In Plastic Sleeve Secured To The Bottom Of The Interior Electrical Closet Door. Make Certain They Are Completely Dry Before Inserting In Sleeve.	1
85-01-4500	Delete Standard Bellline Stripe	1
85-02-9000	Custom Three-Tone Paint SHOP NOTE: The Paint Codes Will Be As Follows: Red FLNA 30262. Black FLNA 4145	1

08/25/2021

Job/Order No: PROPOSAL

Page 36

PART NO	DESCRIPTION	QTY
	White To Match OEM.	
	The Cab Roof And "A" And "B" Posts Are To Be Painted Black. The Remainder Of The Cab Will Be Red.	
	The Module Drip Rail And Roof Radius Is To Be Painted Black. Extend The Black Area Onto The Flat Part Of The Module Roof By 6".	
	The Main Part Of The Module Body Roof To Be White For Heat Dissipation. The White Is Not Visible From The Ground.	
	The Remainder Of The Module Will Be Red.	
	Send Graphic Drawings For Approval. Sent 04-02-20	
	Match Previous Unit #4468.	
85-02-9500	Do Not Paint The Nader Pins/Install After Paint Process	1
85-02-9585	Paint AC Condenser Cover SHOP NOTE: Red To Match The Module Body Color. Red FLNA 30262.	1
85-03-2500	Delete Standard Edge Pinstripe	1
85-04-1000	Lower Door Panel Chevron (Inner Door Panel) (Ea) SHOP NOTE: All Module Entry Door Lower Door Panels. (3) Total.	3
	Includes Smooth Aluminum Door Panels ILOS.	
	4" Wide Stripes. Specify Tape Color #1: Ruby Red. #680CR-82. Specify Tape Color #2: Lemon Yellow. #680CR-81.	
	Match Previous Unit #4818.	
85-DL-0100	8" Wide Rear Wall Chevron (Two Color-Full Wall & Doors) SHOP NOTE: 8" Wide Stripes ILOS.	1
	Specify Tape Color #1: Ruby Red. #680CR-82. Specify Tape Color #2: Lemon Yellow. #680CR-81.	
	Match Previous Unit #4818.	
	EMBLEMS AND DECALS	
90-01-0000	Federal Star Of Life/Ambulance Decal Package SHOP NOTE: Install 32" Reflective Roof Star Of Life Decal.	1
	Ship Remainder Of Decals Loose.	
	Includes: (2) 4" Star Of Life Decals. (2) 12" Star Of Life Decals. (2) 18" Star Of Life Decals. (3) 6" AMBULANCE Decals. (1) 4" Reverse AMBULANCE Decal.	
	All Ship Loose Decals To Be Installed In Conjunction With Lettering / Striping.	
90-01-1100	"NO SMOKING" - "FASTEN SEAT BELT" Decals SHOP NOTE: (1) Installed In The Cab And (1) Installed In The Module.	1
90-01-5100	Install 3/4" RED Reflective Tape Around Side And Rear Entry Doors SHOP NOTE:	1

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Specialty Vehicles, Inc., with an address of 18 Commerce Blvd. Plainville, MA 02762, hereinafter referred to as "Contractor", effective as of the 01 day of November, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with 2022 Ford F550 4x4 custom built Life Line Emergency Medical Vehicle, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing November 15, 2021 through November 15, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$378,257. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

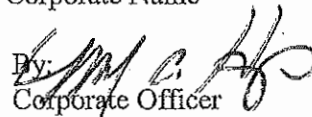
Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
MARK HOOPER, authorized signatory for the Contractor do hereby certify under the
pains and penalties of perjury that said Contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

04-3001784

Social Security Number or
Federal Identification Number

Specialty Vehicles, Inc.

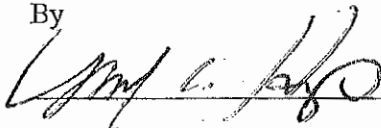
Signature of Individual or
Corporate Name

By: 
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
day and year first above written.

CONTRACTOR

By



MARK HOOPER, PRESIDENT

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:

DocuSigned by:

 (\$ _____)
Finance Director Contract Sum

by its Town Administrator Up to \$50,000

Town Administrator

04420A2/621013

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Board of Selectmen
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with OpenGov, Inc. for e-permitting solutions

Date: November 10, 2021

This memo corresponds to *Agenda Item IX C. Discussion and possible vote to approve a contract with OpenGov for the purchase of e-permitting subscription and deployment in the amount of \$82,400.00.*

Our current permitting software, Accela, has proven to be inefficient and ineffective in streamlining our permitting process within Community Development. Over the past year we have been researching other options and have decided that OpenGov, Inc. will meet all of our needs. This contract covers a one year subscription along with deployment that includes a Health, Building and Planning/Conservation module. The software will incorporate verification of contractor licenses and tax delinquency status as well as have regular Assessor Database updates. This system also include an Accounting and Finance export function that will allow the Accounting Department to perform more efficient reconciliations.

The Town of Harwich received a grant from the Cape Cod Commission in the amount of \$67,500 for the purpose of updating and implementing an e-permitting software solution. The remainder of the contract sum (\$14,900) will be appropriated out of the IT budget that is earmarked for Accela renewal.

OpenGov, Inc. is on the State Bid List under Contract ITS75.

I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Meggan Eldredge/Jon Idman DEPARTMENT: Administration/Planning

FUNDING SOURCE: CCC IT grant 2020/ IT Support Services budget 011552/530902

Appropriated amount: \$67,500/14,900 Estimated cost: \$82,400 Actual cost: _____

PROCUREMENT METHOD:

state contract 30B

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

OpenGov is an e-permitting software that will replace Accela. Open Gov will be utilized by all Community Development Departments in year 1. Potential for expansion to other departments in future years including licensing.
see attached scope of services

13011492/530902/0020 &
011552/530902

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799844E...



INSIGHT PUBLIC SECTOR SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY 10200693

TOWN OF HARWICH
 732 MAIN ST
 HARWICH MA 02645-2717

SHIP-TO

TOWN OF HARWICH
 732 MAIN ST
 HARWICH MA 02645-2717

Quotation	
Quotation Number :	224336489
Document Date :	04-NOV-2021
PO Number :	
PO Release :	
Sales Rep :	Rosemarie Pavlick
Email :	ROSEMARIE.PAVLICK@INSIGHT.COM
Telephone :	+12036592448

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery: : FOB DESTINATION
 Currency : USD

This quotation contains freight and tax estimates that are subject to change by Insight.

Material	Material Description	Quantity	Unit Price	Extended Price
<u>NON_STOCK_ITEM</u>	OpenGov Year 1 Subscription OPEN-MARKET Citizen Services — 3 Service Areas Accounting & Finance Export, MAT / Assessor System, Contractor License Verification, Tax Delinquency Import Period of Performance:12/01/2021 - 11/30/2022 Billing Frequency: Annually in Advance ITS75 Contract Pricing	1	34,945.00	34,945.00
<u>NON_STOCK_ITEM</u>	OpenGov Deployment OPEN-MARKET Start Date: 12/01/2021 ITS75 Contract Pricing	1	47,455.00	47,455.00
<u>NON_STOCK_ITEM</u>	OpenGov Year 2 Subscription OPEN-MARKET Period of Performance: 12/01/2022 - 11/30/2023 Billing Frequency: Annually in Advance ITS75 Contract Pricing	1	34,945.00	34,945.00
<u>NON_STOCK_ITEM</u>	OpenGov Year 3 Subscription OPEN-MARKET Period of Performance: 12/01/2023 - 11/30/2024 Billing Frequency: Annually in Advance ITS75 Contract Pricing	1	34,945.00	34,945.00

Product Subtotal	152,290.00
TAX	9,548.13
Total	161,808.13



Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Rosemarie Pavlick
+12036592448
ROSEMARIE.PAVLICK@INSIGHT.COM

Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the Terms and Conditions - Software Service Agreement (Purchase through an OpenGov Authorized Reseller) set forth at <https://opengov.com/terms-of-service>. Any Professional Services shall be performed pursuant to the attached Statement of Work. No SLA shall apply to the Software Services

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



Statement of Work

Town of Harwich, MA

Created by: Adam J. Weems
Creation Date: 10/26/2021
Document Number: DD-02128
Version Number: 1

Overview	2
Preamble	2
Methodology	3
Project Initiation	3
Best Practice Review	4
Configuration	4
Validation	4
Deploy	5
Project Completion	5
Project Schedule	5
Roles and Responsibilities	5
Roles and Responsibilities Matrix	5
Governance	8
Regular Communication Components	8
Commitment to Project Direction and Goals	9
Escalation Process	10
Process	10
Escalation Requirements	10
Documentation	11
General Project Commitments	11
Project Scope	12
OpenGov Reporting & Transparency Platform	12
OpenGov Reporting & Transparency Platform Project Deliverables	12



Project Tasks	12
Initiate	12
Best Practices	13
Configuration	13
Deploy	13
OpenGov Citizen Services Suite (CIT Suite)	14
CIT Suite Project Deliverables	14
Project Tasks	14
Initiate	14
Best Practice	15
Configuration	15
Validation	17
Deploy	17
Acceptance	18
Acceptance Process	18
Acceptance Requirements	19
Change Management	19

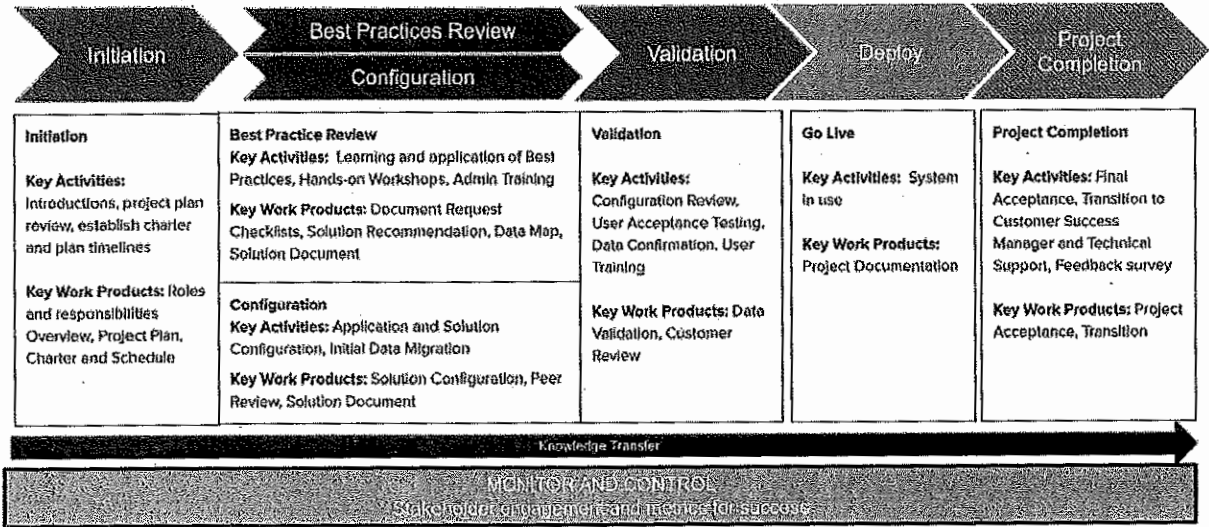
1. Overview

1.1. Preamble

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for Town of Harwich, MA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer's use of the Professional Services are governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- openGov will be deployed as is, Customer has access to all functionality available in the current release.

OpenGov Implementation Methodology



2. Methodology

OpenGov's deployment methodology, often referred to as the OpenGov Way ("OG Way"), delivers on OpenGov's mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how The OG Way will improve the way you do business and the services you're able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for



these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a



mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.

- The exit criteria for this phase is the sign off by the Customer’s Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer’s procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor (“ES”)	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to



	mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM")	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Analyst ("IA")	Responsible for helping Customer configure OpenGov's product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
Subject Matter Expert ("SME")	OpenGov Subject Matter Experts ("SMEs") will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
Integration Engineer ("IE")	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
Account Executive ("AE")	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.
Customer Manager ("CM")	The Customer Manager ("CM") is the primary customer relationship holder post-Deploy. The "Air Traffic Controller" or "Quarterback" of OpenGov resources with focus on long term success of Customer's partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct



	<p>periodic reviews to ensure Customer's key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.</p>
Customer	
Role	Role Description
Budget Owner ("BO")	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
Executive Sponsor ("ES")	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM")	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
Project Lead ("PL")	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.
Data and SystemsLead ("DSL")	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements.



5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Meeting		Frequency	Purpose	Participants	
				OpenGov	Customer
Quarterly Management Review ("QMR")	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters. Discuss strategic	PM, ES, AE, CM	PM, BO, ES



			direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship		
Executive Sponsor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary	
Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)	

5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.



Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.



6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Commitments

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.



- The Professional Services will be provided during regular business hours (8am to 6pm Eastern Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes: <ul style="list-style-type: none"> ● Stories ● Reporting ● Dashboards ● Transparency Portal

8.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

8.1.2.1. Initiate

Functionality	Description
Provisioning R&T Platform	OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories Examples	OpenGov will build out an example of a Story: <ul style="list-style-type: none"> ● One standard story based on available templates in OpenGov



8.1.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Stories Review	The Implementation Analyst will conduct a review of the examples created.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.1.2.3. Configuration

Functionality	Description
OpenGov Reports	OpenGov will: <ul style="list-style-type: none"> • Train Customer on uploading datasets to the Reporting and Transparency platform for the purposes of creating reports and saved views

8.1.2.4. Deploy

Functionality	Description
Training Stories	OpenGov will review configured story and train Customer on how to: <ul style="list-style-type: none"> • Create new stories • Update/Maintain current stories • Publish internally and externally
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will train Customer on report: <ul style="list-style-type: none"> • Configuration • Update/Maintenance • Publishing internally and externally
Training Dashboards	OpenGov will review configured Dashboards OpenGov will train Customer on Dashboard: <ul style="list-style-type: none"> • Configuration • Update/Maintenance • Publishing internally and externally



Platform Training	OpenGov will train Customer on Platform maintenance: <ul style="list-style-type: none"> • Users • Uploading data
Sign Off	Customer will sign off that they have: <ul style="list-style-type: none"> • Configured Story • Configured OpenGov reports • Configured Dashboard • Been trained on Stories, OpenGov reports, Dashboards

8.2. OpenGov Citizen Services Suite (CIT Suite)

8.2.1 CIT Suite Project Deliverables

Functionality	Description
CIT Suite	Cloud based Permit, Licensing, Code Enforcement software for 3 Service Areas to include <ul style="list-style-type: none"> • 20 Record Type(s) (forms, document templates, fee schedules, workflows) built by OpenGov • CIT System Training • Configuration Training • Internal user Training • Migrations and Integrations

8.2.2 Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov CIT Suite implementation.

8.2.2.1 Initiate

Functionality	Description
Creating Environment	OpenGov will provision a CIT environment and FTP site. Customer system administrator will be added to the environment following contract signing and creation.
Documentation Receipt	Customer will provide OpenGov with: <ul style="list-style-type: none"> • Existing application forms • Current workflows • Gathering all existing supporting documentation



System Training	During the CIT System Configuration, OpenGov will provide System Training designed for system administrators, which will include: <ul style="list-style-type: none"> ● How to create and customize the public portal in CIT ● How to create and customize CIT record types (forms, document templates, fee schedules, workflows) ● How to set up inspections in CIT ● How to create datasets in CIT ● The basic functions of any integrations or other customizations included in the SOW ● How to export a dataset from the app
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8.2.2.2. Best Practice

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Customer Inputs	OpenGov will share what is needed to obtain from Customer and why the information drives a successful outcome.
Discuss Recommended Process Versus Current Process	OpenGov will review department specific documents. Coach the Customer on Best Practice application. OpenGov will make solution recommendations based on our domain expertise.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.2.2.3. Configuration

Functionality	Description
Record Type Configuration (OpenGov - Standard)	OpenGov will configure up to 20 standard record type drafts of Customer's record types in the CIT system. Along with Customer input OpenGov will be responsible for building: <ul style="list-style-type: none"> ● Customer Application Forms ● Customer Workflow ● Output Documents ● Adding in Customer Fees



	OpenGov will hold working sessions* between the OpenGov and Customer for the purpose of validating, reviewing, and iterating upon draft record types configuration.
*Working Session	<p>All working sessions will focus on:</p> <ul style="list-style-type: none"> ● Forms ● Workflows ● Fee structures ● Attachment requirements ● Permit/license/letter templates ● User access ● Renewal processes ● Inspection checklists ● Public portal
Record Type Configuration Training Sessions	<p>OpenGov will provide 3, 60-minute configuration training sessions to enable Customer to own configuration of their remaining Record Types.</p> <ul style="list-style-type: none"> ● Sessions will focus on: <ul style="list-style-type: none"> ○ Hands-on training for building, configuring, and maintaining Record Types in CIT. ○ Best practice recommendations on Record Type: <ul style="list-style-type: none"> ■ Building ■ Configuring ■ Maintenance <p>At the end of configuration training sessions, Customer will be responsible for maintenance and configuration of all Record Types.</p>
Migrations and Integrations	
Functionality	Description
Recurring Master Address Table (MAT) Import	<p>OpenGov will import the Customer's location information from your Master Address Table (MAT) file (CSV) into CIT.</p> <p>Customer will provide a clean MAT including all of the community's location information. It must contain the parcel properties latitude/longitude coordinates, and at least 1 unique ID field. The unique ID can never change. OpenGov does not take responsibility for 'dirty' data.</p>
Accounting & Finance Export	<p>For a financial export, Customer will provide OpenGov the required format and a sample document.</p> <p>OpenGov will export the data based on the required format and put the files onto Customer's FTP as often as nightly</p>



Tax Delinquency Integration	<p>OpenGov will enable flagging of tax delinquent properties:</p> <ul style="list-style-type: none"> • Import a list of flags into the CIT suite. Flags can be provided in separate files, or as additional columns in their Master Address Table (MAT). • If providing a file, it must be tied back to the MAT by the unique identifier • Customer will provide [X] number of files to OpenGov. <p>Dependent upon the Master Address Table</p>
State Contractor Integration - MA	<p>Allow for dynamic search within the application form to auto-populate a set of form fields. Data will be managed by the State of MA.</p> <p>OpenGov will integrate the CIT suite with the MA licensed professional dataset for use within the CIT platform and refreshed daily/weekly.</p>

8.2.2.4. Validation

Functionality	Description
Confirmation	Customer confirms OpenGov has created 20 Record Types.
User Acceptance Testing (admin)	<p>OpenGov will require Customer to validate</p> <ul style="list-style-type: none"> • Application is working as intended <ul style="list-style-type: none"> ◦ Internal processes and or workflows ◦ Front End processes (Public views) • The administrator knows how to: <ul style="list-style-type: none"> ◦ Make changes ◦ Troubleshoot problems ◦ Create or configure new Record Types

8.2.2.5. Deploy

Functionality	Description
Internal User Training	<p>OpenGov will provide 3, two-hour training sessions designed for Internal Users such as Inspectors or Intake Review staff.</p> <ul style="list-style-type: none"> • Internal Users are trained to: <ul style="list-style-type: none"> ◦ Understand how to use the system to complete the tasks needed perform their roles/responsibilities



	<ul style="list-style-type: none"> ○ Understand the functionality and workflow of the Permitting, Licensing or Code Enforcement process. ○ Build reports in Citizen Services Explorer Module.
Sign Off	<p>Customer to complete OpenGov-provided sign off document</p> <p>Customer will provide written approval that Administrator can:</p> <ul style="list-style-type: none"> ● Build/Configure ● Troubleshoot ● Maintain <p>Customer will provide written approval that Internal Users:</p> <ul style="list-style-type: none"> ● Have been trained on: <ul style="list-style-type: none"> ○ Functionality ○ Tasks needed to perform their roles/responsibilities

9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.



- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.



Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and OpenGov, Inc., a Delaware corporation with an address of 6525 Crown Blvd #41340, San Jose, CA 95160 hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with OpenGov 1 year subscription and deployment including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through March of 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$82,400 for the first year. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.

3. All attachments to the Agreement.
4. OpenGov Software Services Agreement

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required

under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 3) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 4) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day and year first above written.

CONTRACTOR
By

TOWN OF HARWICH
by its Board of Selectmen Over \$50,000

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

Finance Director (\$ _____)
Contract Sum

Town Administrator

**OpenGov Terms and Conditions – Software Services Agreement
(Purchase through an OpenGov Authorized Reseller)**

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means the Reseller Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

"Reseller" means the channel partner authorized to resell the Software Services.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support & Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If Reseller or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional

Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by Reseller in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order,

provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. the Fees payable for the Software Services during any Renewal Term shall increase by 5% each year of the Renewal Term.

(c) Invoicing and Payment. Reseller will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, Reseller will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and

(B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by Reseller to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide Reseller, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AND RESELLER'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO RESELLER (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5. (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov and Reseller has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

Signatures

Customer: _____

OPENGOV, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

TOWN
ADMINISTRATOR'S
REPORT

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and mCgOVERN Municipal HQ with an address of 1200 Worcester Road, Framingham, MA 01702 hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with 2022 Ford F-150 (X1E) XL SuperCap 6.5' Box including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing contract execution through June 30, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$35,755.73. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Clay Chase, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

85-2615209
Social Security Number or
Federal Identification Number

DocuSigned by:
Clay Chase
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR
By Clay Chase
President
Printed Name and Title

TOWN OF HARWICH
by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:
Carol Coppola
Finance Director (\$ _____) Contract Sum

by its Town Administrator Up to \$50,000
Joseph F. Powers
Town Administrator

01421A2/621040



Estimate

Date: 10/19/2021
 Estimate# HDPW10192021
 Customer ID:

To: Harwich Highway Department
 ATTN: Kyle Edson
 273 Queen Anne Road
 Harwich, MA 02645

Salesperson: Paul G King
 508-918-2210

GBPC/BAPER Contract

Qty	Item #	Description	Unit Price	Line Total
		2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box		\$ 27,772.00
	MY	EXTERIOR COLOR: Carbonized Gray Metallic		\$
	995	Engine: 5.0L V8-inc: auto start-stop technology and flex-fuel capability, 3.31 Axle Ratio, GVWR: 7,050 lbs Payload Package	\$ 1,995.00	\$ 1,935.15
	44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut		\$
	101A	Equipment Group 101A High -inc: Reverse Sensing System, XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (Includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, Cruise Control	\$ 2,280.00	\$ 2,211.60
		Gross Vehicle Weight Rating: 7,050 Lbs		\$ -
		Gross Combined Weight Rating: 14,800 Lbs		\$ -
	64X	Wheels: 18" 6-Spoke Machined Aluminum-inc: gloss black painted pockets		\$
	T88	Tires: 275/65R18 BSW A/T		\$
	X27	3.31 Axle Ratio		\$
	JB	SEAT TYPE: Black, Unique Sport Cloth 40/Console/40 Front-Seats -inc: manual driver/passenger lumbar and flow-through console w/steering column mounted shift	\$ 295.00	\$ 286.15
	85A	XL Power Equipment Group (Requires valid FIN code.)-inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	INC	INC

19S	STX Appearance Package-inc: Box Side Decals, Molded-In Color Black Honeycomb Style Grille, body-color surround, SYNC 4 w/Enhanced Voice Recognition, 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L, Rear Window Fixed Privacy Glass, Body-Color Front & Rear Bumpers, body-color front fascia, Rear Window Defroster	\$ 1,780.00	\$ 1,726.60
53B	Class IV Trailer Hitch Receiver (Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.) -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector	\$ 205.00	\$ 198.85
924	Rear Window Fixed Privacy Glass	INC	INC
57Q	Rear Window Defroster	INC	INC
18B	Black Platform Running Boards	\$ 250.00	\$ 242.50
96W	Tough Bed Spray-In Bedliner	\$ 595.00	\$ 577.15
582	Radio: AM/FM SiriusXM w/360L	INC	INC
50S	Cruise Control	INC	INC
90B	Matte Black Aluminum Crossbed Toolbox (Ford accessory.)-inc: Bv Weather Guard (model # 127-52-03)	\$ 625.00	\$ 606.25
76R	Reverse Sensing System	INC	INC
524	SYNC 4 w/Enhanced Voice Recognition -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L	INC	INC
	Equipment Group 101A High savings	(\$750.00)	(\$727.50)
	STX Appearance Package savings	(\$750.00)	(\$727.50)
	REMAINING STANDARD EQUIPMENT AS SHOWN IN CHROME DATA REPORT		\$

	SoundOff Signal 4" mpower 8 LED Amber Lights Quick, Stud or Screw Mount Mounted on Grille		\$	370.00
	SoundOff Signal 4" mpower 8 LED Amber Lights Quick, Stud or Screw Mount Mounted on Headliner One on Each Side or Rear View Mirror in Shrouds Listed Below		\$	370.00
	Pair Window Shroud Kit for 4" Light w/ Stud Mount - Black		\$	28.80
	SoundOff Signal 4" mpower Lights Quick, Stud or Screw Mount Mounted on Rear Window in Shrouds Listed Below		\$	370.00
	Pair Window Shroud Kit for 4" Light w/ Stud Mount - Black		\$	28.80
	Pair Hide-A-Blast™, Bullet™, 2 LED, short, amber		\$	235.88
	Weathertech Floorliners - Front		\$	150.00
	4 Piece Ventvisors		\$	101.00
			\$	-
	PLEASE NOTE THAT PRICING IS BASED ON CURRENT CONTRACT PRICING THAT EXPIRES 9-30-22, VEHICLE MUST BE ORDERED PRIOR TO THIS DATE OR PRICING MY CHANGE		\$	-
			\$	-

Special Instructions:

Custom or Special Orders are Non-Refundable
 This Estimate is for Budgetary Purposes and is Not a Guarantee of Cost for Services.
 Estimate is Based on Current Information From Client About the Project Requirments
 Actual Cost May Change Once Project Elements are Finalized

Vehicle Subtotal

Upfit Subtotal

Grand Total

\$35,755.73

McGovern Municipal 1200 Worcester Road, Framingham MA 01702

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Kyle Edson **DEPARTMENT:** Highway

FUNDING SOURCE: FY 2022 ARTICLE 21

Appropriated amount: \$35,000.00 **Estimated cost:** \$ 35,000.00 **Actual cost:** \$45,288.75

PROCUREMENT METHOD:

GBPC/BAPERN State Contract

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

Replacement of one 2006 Ford E-250 van, Unit 28, per the DPW Vehicle Replacement Plan. Quote attached. Delivery terms are dependent on when the contract is fully executed. Delivery of the vehicle is unknown due to worldwide part supply chain issues. Best estimate is 10 months. Cost of van is higher than original estimate. The cost of the F-150 in the same article is less than expected and will cover the excess cost.

01421A2/621021

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799644E...



Estimate

Date: 10/19/2021
 Estimate# HDPW10192021
 Customer ID:

To: Harwich Highway Department
 ATTN: Kyle Edson
 273 Queen Anne Road
 Harwich, MA 02645

REVISED

Salesperson: Paul G King
 508-918-2210

GBPC/BAPER Contract

Qty	Item #	Description	Unit Price	Line Total
		2022 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD		\$ 33,112.00
	N1	EXTERIOR COLOR: Blue Jeans Metallic		\$
	998	Engine: 3.5L PFDi V6 Flex-Fuel-inc: port injection, Auto Start-Stop Switch Delete, Deletes button on dash which disables auto start-stop technology, Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active		\$ -
	44U	Transmission: 10-Spd Automatic w/OD & SelectShift		\$ -
	101A	ORDER CODE 101A-inc: Auto Start-Stop Switch Delete, Deletes button on dash which disables auto start-stop technology, Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active		\$ -
	X73	3.73 Axle Ratio		\$ -
	VK	SEAT TYPE: Dark Palazzo Gray, Vinyl Front Bucket Seats		\$ -
	21P	SEATING ARRANGEMENT: Dark Palazzo Gray Vinyl Bucket Seats w/Armrests -inc: 2-way manual driver seat and 2-way manual passenger seat		\$ -
	57A	Auto Start-Stop Switch Delete-inc: Deletes button on dash which disables auto start-stop technology, Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active	INC	INC
	63E	Dual AGM Batteries (70 Amp-hr Each)	INC	INC
	15C	Front Black Wheel Well Liners	\$ 295.00	\$ 286.15
	545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors -inc: turn signals	\$ 160.00	\$ 155.20
	17B	Fixed Rear Cargo Door & Passenger-Side Glass -inc: Rear-Window Defroster, Rearview Mirror	\$ 425.00	\$ 412.25
	68H	Running Boards-inc: Covers the B-C pillar passenger-side	\$ 310.00	\$ 300.00
	91B	Wiper Activated Headlamps	\$ 30.00	\$ 29.10
	85B	Heavy-Duty Scuff Plate Kit-inc: heavy-duty scuffs for rear cargo doors and side cargo door (60/40 hinged passenger-side door or sliding passenger-side door), Heavy-duty scuff plate kit is not installed on vehicle, needs to be installed by upfitter/dealership	INC	INC
	86F	2 Additional Keys (4 Total)-inc: key fobs	\$ 75.00	\$ 72.75
	15F	Full Rear Compartment Lighting-inc: cargo area LED lights at C-pillar and D-pillar and rear compartment LED switch	\$ 75.00	\$ 72.75

60B	Heavy-Duty Cargo Flooring-inc: Heavy-Duty Scuff Plate Kit, heavy-duty scuffs for rear cargo doors and side cargo door (60/40 hinged passenger-side door or sliding passenger-side door), Heavy-duty scuff plate kit is not installed on vehicle, needs to be installed by upfitter/dealership	\$ 875.00	\$ 848.75
53K	Modified Vehicle Wiring System-inc: modified vehicle connections for customized wiring harness provisions		\$ -
67C	Upfitter Package-inc: high capacity upfitter switches, Large Center Console, an integrated shifter, a dual cup holder and an additional storage area	\$ 610.00	\$ 591.70
43R	Reverse Sensing System	\$ 295.00	\$ 286.15
66C	D-Pillar Assist Handles-inc: Located on the driver and passenger-side, Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered	\$ 60.00	\$ 58.20
87E	Auxiliary Fuse Panel-inc: high spec interface connector, Dual AGM Batteries (70 Amp-hr Each), Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions	INC	INC
67E	Large Center Console-inc: an integrated shifter, a dual cup holder and an additional storage area	INC	INC
90D	110V/400W Power Outlet-inc: High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site	\$ 215.00	\$ 208.55
87A	12V Powerpoint -inc: Located in the rear of the vehicle	\$ 15.00	\$ 14.55
43B	Back Up Alarm-inc: 102 dB(A) warning capability	\$ 145.00	\$ 140.65
	REMAINING STANDARD EQUIPMENT AS SHOWN IN CHROME DATA REPORT		\$ -
	Adrian Steel Partition Kit & Shelving to Include the Following:		\$ 8,700.00
	Steel Partition with Vixibility & Hinged Door		\$ -
	Wing Kit for Partition		\$ -
	Rail Kit for Shelving		\$ -
	3 Hybrid Shelf Units 14 x 59 x 44 Wide		\$ -
	Dvider Kit - 8 Pieces		\$ -
	Bin Set for AD44 Series - 6in High x 14in Depth - 5 Pieces		\$ -
	Bin Set for AD44 Series - 6in High x 14in Depth - 7 Pieces		\$ -
	Drawer Component 6in Wide 3-Drawer Pull Out		\$ -
	Drawer Unit/ Four Shallow - 4 Drawer Unit with Lock		\$ -
	Door Storage Tray		\$ -
	4 Case Holder with Cases		\$ -
	5 Case Holder with Cases		\$ -
	Ceiling Ladder Holder		\$ -
	Rear Access Lader, Medium Roof		\$ -
	Alura Rack for Ford Medium Roof Transit		\$ -
	Includes Installation for Above Items		\$ -
			\$ -
	PLEASE NOTE THAT PRICING IS BASED ON CURRENT CONTRACT PRICING THAT EXPIRES 9-30-22, VEHICLE MUST BE ORDERED PRIOR TO THIS DATE OR PRICING MY CHANGE		\$ -
			\$ -

Special Instructions:

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Estimate is Based on Current Information From Client About the Project Requirements

Actual Cost May Change Once Project Elements are Finalized

Vehicle Subtotal

Upfit Subtotal

Grand Total

\$45,288.75

McGovern Municipal 1200 Worcester Road, Framingham MA 01702

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and mCgOVERN Municipal HQ with an address of 1200 Worcester Road, Framingham, MA 01702 hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a 2022 Ford Transit Cargo Van (RIC) T-250 148" Rf9070 GVWR RWD including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing contract execution through June 30, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$45,288.75. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Clay Chase, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

85-2615209

Social Security Number or
Federal Identification Number

DocuSigned by:
Clay Chase
B461CDC319E6464...

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By

DocuSigned by:
Clay Chase
B461CDC319E6464...

Clay Chase President

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:

DocuSigned by:
Carol Coppola
Finance Director (\$ _____)
Contract Sum

01421A2/621021

by its Town Administrator Up to \$50,000

DocuSigned by:
Joseph F. Powers
Town Administrator

ATTACHEMENT A**Estimate**

Date: 10/19/2021
 Estimate# HDPW10192021
 Customer ID:

To: Harwich Highway Department
 ATTN: Kyle Edson
 273 Queen Anne Road
 Harwich, MA 02645

REVISED

Salesperson: Paul G King
 508-918-2210

GBPC/BAPER Contract

Qty	Item #	Description	Unit Price	Line Total
		2022 Ford Transit Cargo Van (R1C) T-250 148" Med Rf 9070 GVWR RWD		\$ 33,112.00
	N1	EXTERIOR COLOR: Blue Jeans Metallic		\$
	998	Engine: 3.5L PFDi V6 Flex-Fuel-inc: port injection, Auto Start-Stop Switch Delete, Deletes button on dash which disables auto start-stop technology, Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active		\$ -
	44U	Transmission: 10-Spd Automatic w/OD & SelectShift		\$ -
	101A	ORDER CODE 101A-inc: Auto Start-Stop Switch Delete, Deletes button on dash which disables auto start-stop technology, Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active		\$ -
	X73	3.73 Axle Ratio		\$ -
	VK	SEAT TYPE: Dark Palazzo Gray, Vinyl Front Bucket Seats		\$ -
	21P	SEATING ARRANGEMENT: Dark Palazzo Gray Vinyl Bucket Seats w/Armrests -inc: 2-way manual driver seat and 2-way manual passenger seat		\$ -
	57A	Auto Start-Stop Switch Delete-inc: Deletes button on dash which disables auto start-stop technology, Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active	INC	INC
	63E	Dual AGM Batteries (70 Amp-hr Each)	INC	INC
	15C	Front Black Wheel Well Liners	\$ 295.00	\$ 286.15
	545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors -inc: turn signals	\$ 160.00	\$ 155.20
	17B	Fixed Rear Cargo Door & Passenger-Side Glass -inc: Rear-Window Defroster, Rearview Mirror	\$ 425.00	\$ 412.25
	68H	Running Boards-inc: Covers the B-C pillar passenger-side	\$ 310.00	\$ 300.00
	91B	Wiper Activated Headlamps	\$ 30.00	\$ 29.10
	85B	Heavy-Duty Scuff Plate Kit-inc: heavy-duty scuffs for rear cargo doors and side cargo door (60/40 hinged passenger-side door or sliding passenger-side door), Heavy-duty scuff plate kit is not installed on vehicle, needs to be installed by upfitter/dealership	INC	INC
	86F	2 Additional Keys (4 Total)-inc: key fobs	\$ 75.00	\$ 72.75
	15F	Full Rear Compartment Lighting-inc: cargo area LED lights at C-pillar and D-pillar and rear compartment LED switch	\$ 75.00	\$ 72.75

60B	Heavy-Duty Cargo Flooring-inc: Heavy-Duty Scuff Plate Kit, heavy-duty scuffs for rear cargo doors and side cargo door (60/40 hinged passenger-side door or sliding passenger-side door), Heavy-duty scuff plate kit is not installed on vehicle, needs to be installed by upfitter/dealership	\$ 875.00	\$ 848.75
53K	Modified Vehicle Wiring System-inc: modified vehicle connections for customized wiring harness provisions		\$ -
67C	Upfitter Package-inc: high capacity upfitter switches, Large Center Console, an integrated shifter, a dual cup holder and an additional storage area	\$ 610.00	\$ 591.70
43R	Reverse Sensing System	\$ 295.00	\$ 286.15
66C	D-Pillar Assist Handles-inc: Located on the driver and passenger-side, Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered	\$ 60.00	\$ 58.20
87E	Auxiliary Fuse Panel-inc: high spec interface connector, Dual AGM Batteries (70 Amp-hr Each), Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions	INC	INC
67E	Large Center Console-inc: an integrated shifter, a dual cup holder and an additional storage area	INC	INC
90D	110V/400W Power Outlet-inc: High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site	\$ 215.00	\$ 208.55
87A	12V Powerpoint -inc: Located in the rear of the vehicle	\$ 15.00	\$ 14.55
43B	Back Up Alarm-inc: 102 dB(A) warning capability	\$ 145.00	\$ 140.65
	REMAINING STANDARD EQUIPMENT AS SHOWN IN CHROME DATA REPORT		\$ -
	Adrian Steel Partition Kit & Shelving to Include the Following:		\$ 8,700.00
	Steel Partition with Vixibility & Hinged Door		\$ -
	Wing Kit for Partition		\$ -
	Rail Kit for Shelving		\$ -
	3 Hybrid Shelf Units 14 x 59 x 44 Wide		\$ -
	Dvider Kit - 8 Pieces		\$ -
	Bin Set for AD44 Series - 6in High x 14in Depth - 5 Pieces		\$ -
	Bin Set for AD44 Series - 6in High x 14in Depth - 7 Pieces		\$ -
	Drawer Component 6in Wide 3-Drawer Pull Out		\$ -
	Drawer Unit/ Four Shallow - 4 Drawer Unit with Lock		\$ -
	Door Storage Tray		\$ -
	4 Case Holder with Cases		\$ -
	5 Case Holder with Cases		\$ -
	Ceiling Ladder Holder		\$ -
	Rear Access Lader, Medium Roof		\$ -
	Alura Rack for Ford Medium Roof Transit		\$ -
	Includes Installation for Above Items		\$ -
			\$ -
	PLEASE NOTE THAT PRICING IS BASED ON CURRENT CONTRACT PRICING THAT EXPIRES 9-30-22, VEHICLE MUST BE ORDERED PRIOR TO THIS DATE OR PRICING MY CHANGE		\$ -
			\$ -

Special Instructions:

Custom or Special Orders are Non-Refundable

This Estimate is for Budgetary Purposes and is Not a Guarantee of Cost for Services.

Estimate is Based on Current Information From Client About the Project Requirments

Actual Cost May Change Once Project Elements are Finalized

Vehicle Subtotal

Upfit Subtotal

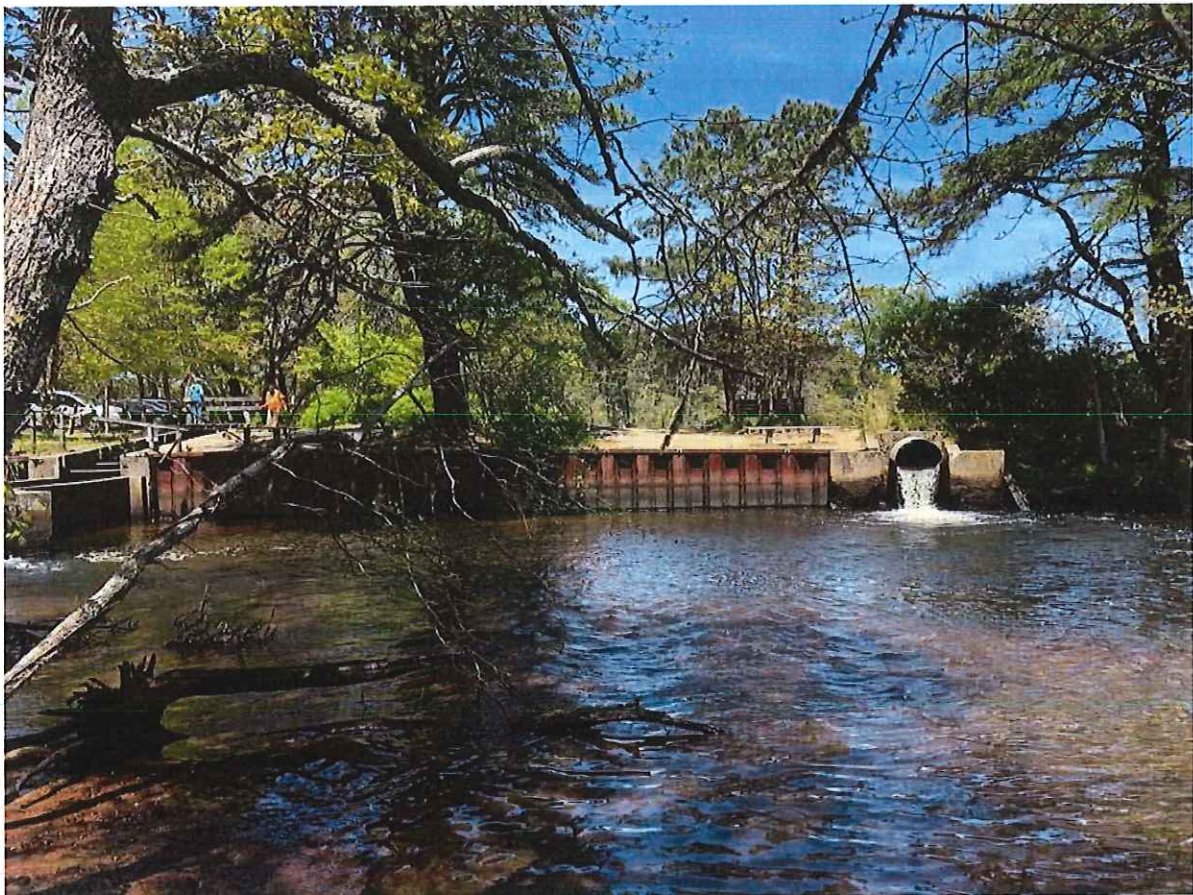
Grand Total

\$45,288.75

McGovern Municipal 1200 Worcester Road, Framingham MA 01702

NORTH HARWICH RESERVOIR DAM

PHASE I INSPECTION / EVALUATION REPORT



Dam Name: North Harwich Reservoir Dam

NID ID#: MA02423

Owner: Town of Harwich

Town: Harwich

Consultant: Pare Corporation

Date of Inspection: May 20, 2021



Dam Evaluation Summary Detail Sheet

1. NID ID: MA02423		4. Inspection Date: May 20, 2021	
2. Dam Name: North Harwich Reservoir Dam		5. Last Insp. Date: August 25, 2009	
3. Dam Location: Harwich, MA		6. Next Inspection: May 18, 2031	
7. Inspector: Brian Dutra, P.E.			
8. Consultant: Pare Corporation			
9. Hazard Code: Low	9a. Is Hazard Code Change Requested?:		No
10. Insp. Frequency: 10 Years	11. Overall Physical Condition of Dam:		FAIR
12. Spillway Capacity (% SDF)		0-50% of the SDF or Unknown	
E1. Design Methodology:	3	E7. Low-Level Discharge Capacity:	1
E2. Level of Maintenance:	3	E8. Low-Level Outlet Physical Condition:	1
E3. Emergency Action Plan:	2	E9. Spillway Design Flood Capacity:	1
E4. Embankment Seepage:	4	E10. Overall Physical Condition of the Dam:	3
E5. Embankment Condition:	2	E11. Estimated Repair Cost:	\$643k-\$1,069k
E6. Concrete Condition:	3		

Evaluation Description

E1: DESIGN METHODOLOGY

1. Unknown Design – no design records available
2. No design or post-design analyses
3. No analyses, but dam features appear suitable
4. Design or post design analysis show dam meets most criteria
5. State of the art design – design records available & dam meets all criteria

E2: LEVEL OF MAINTENANCE

1. Dam in disrepair, no evidence of maintenance, no O&M manual
2. Dam in poor level of upkeep, very little maintenance, no O&M manual
3. Dam in fair level of upkeep, some maintenance and standard procedures
4. Adequate level of maintenance and standard procedures
5. Dam well maintained, detailed maintenance plan that is executed

E3: EMERGENCY ACTION PLAN

1. No plan or idea of what to do in the event of an emergency
2. Some idea but no written plan
3. No formal plan but well thought out
4. Available written plan that needs updating
5. Detailed, updated written plan available and filed with MADCR, annual training

E4: SEEPAGE (Embankments, Foundations, & Abutments)

1. Severe piping and/or seepage with no monitoring
2. Evidence of monitored piping and seepage
3. No piping but uncontrolled seepage
4. Minor seepage or high volumes of seepage with filtered collection
5. No seepage or minor seepage with filtered collection

E5: EMBANKMENT CONDITION (See Note 1)

1. Severe erosion and/or large trees
2. Significant erosion or significant woody vegetation
3. Brush and exposed embankment soils, or moderate erosion
4. Unmaintained grass, rodent activity and maintainable erosion
5. Well maintained healthy uniform grass cover

E6: CONCRETE CONDITION (See Note 2)

1. Major cracks, misalignment, discontinuities causing leaks, seepage or stability concerns
2. Cracks with misalignment inclusive of transverse cracks with no misalignment but with potential for significant structural degradation
3. Significant longitudinal cracking and minor transverse cracking
4. Spalling and minor surface cracking
5. No apparent deficiencies

E7: LOW-LEVEL OUTLET DISCHARGE CAPACITY

1. No low level outlet, no provisions (e.g. pumps, siphons) for emptying pond
2. No operable outlet, plans for emptying pond, but no equipment
3. Outlet with insufficient drawdown capacity, pumping equipment available
4. Operable gate with sufficient drawdown capacity
5. Operable gate with capacity greater than necessary

E8: LOW-LEVEL OUTLET PHYSICAL CONDITION

1. Outlet inoperative needs replacement, non-existent or inaccessible
2. Outlet inoperative needs repair
3. Outlet operable but needs repair
4. Outlet operable but needs maintenance
5. Outlet and operator operable and well maintained

E9: SPILLWAY DESIGN FLOOD CAPACITY

1. 0 - 50% of the SDF or unknown
2. 50-90% of the SDF
3. 90 - 100% of the SDF
4. >100% of the SDF with actions required by caretaker (e.g. open outlet)
5. >100% of the SDF with no actions required by caretaker

E10: OVERALL PHYSICAL CONDITION OF DAM

1. UNSAFE – Major structural, operational, and maintenance deficiencies exist under normal operating conditions
2. POOR - Significant structural, operation and maintenance deficiencies are clearly recognized under normal loading conditions
3. FAIR - Significant operational and maintenance deficiencies, no structural deficiencies. Potential deficiencies exist under unusual loading conditions that may realistically occur. Can be used when uncertainties exist as to critical parameters
4. SATISFACTORY - Minor operational and maintenance deficiencies. Infrequent hydrologic events would probably result in deficiencies.
5. GOOD - No existing or potential deficiencies recognized. Safe performance is expected under all loading including SDF

E11: ESTIMATED REPAIR COST

Estimation of the total cost to address all identified structural, operational, maintenance deficiencies. Cost shall be developed utilizing standard estimating guides and procedures

Changes/Deviations to Database Information since Last Inspection

Dam is Intermediate size; currently inventoried as small size

EXECUTIVE SUMMARY

This Phase I Inspection/Evaluation Report details the inspection and evaluation of North Harwich Reservoir Dam located in Harwich, Massachusetts. The inspection was completed by Pare Corporation (Pare) of Foxboro, Massachusetts on May 20, 2021. North Harwich Reservoir Dam is an approximately 210-foot long, 8-foot high earthen embankment dam with a concrete spillway and a fish ladder. The dam is an **Intermediate** sized, **Low (Class III)** hazard potential dam.

No formal operations or maintenance plan is known to exist for this structure.

A detailed Emergency Action Plan (EAP) has not been developed for this structure nor is such a plan currently required for low hazard potential dams.

In general, North Harwich Reservoir Dam was found to be in **Fair** condition with the following deficiencies noted:

1. The dam is regularly overtopped throughout the year with no observed overtopping protection
2. Trees and unwanted vegetation along the embankment left and right of the primary spillway and unprotected upstream slope left of the spillway with scarping along the normal pool line
3. Unprotected upstream slope left of the spillway with scarping along the normal pool line
4. Deteriorated timber cribbing and unprotected downstream slopes left of the spillway
5. Concrete deterioration including scouring, spalling, efflorescence, and cracking
6. No detailed Hydrologic/Hydraulic (H&H) evaluation; therefore, the dam's ability to accommodate the spillway design flood (SDF) event is unknown

More detailed descriptions, additional deficiencies, recommended repairs, and opinions of probable repair costs are provided within this report.

Based upon the size and hazard potential of this structure, the spillway design flood (SDF) for the dam is the 50-Year Flood event. A detailed H&H analysis has not been completed or made available during the preparation of this report for this structure. Therefore, the ability of the discharge structure to accommodate the SDF is not known. The 2009 Phase I Report indicated that the Spillway Design Flood of 30cfs, however no references to previous reports or analysis were made available for this estimate.

Pare Corporation recommends the following actions be taken to address the deficiencies found at the dam during this inspection and evaluation:

1. Complete a detailed H&H.
2. Complete a detailed seepage and stability analysis
3. Evaluate and repair the deterioration of the upstream and downstream concrete headwalls.
4. Clear the upstream and downstream slopes of unwanted vegetation.
5. Provide upstream and downstream slope protection.
6. Raise the crest of the dam or provide protection from overtopping.
7. Conduct additional studies, evaluations, maintenance, and repairs as noted herein.

These repairs should be made in accordance with standard design practices, specifications, and construction methods. Design of the repairs, analyses to confirm the extent of the work, and observation to verify materials/methods used should be completed by a qualified engineer experienced in the design and rehabilitation of earthen dams throughout the evaluation, design, and construction process.



North Harwich Reservoir Dam

Prior to undertaking recommended maintenance, repairs and remedial measures, the applicability of environmental permits needs to be determined for activities that may occur within resource areas under the jurisdiction of local conservation commissions, MADEP, or other regulatory agencies.



PREFACE

The assessment of the general condition of the dam is based upon available data and visual inspections. Detailed investigations and analyses involving topographic mapping, subsurface investigations, testing and detailed computational evaluations are beyond the scope of this report.

In reviewing this report, it should be realized that the reported condition of the dam is based on observations of field conditions at the time of inspection, along with data available to the inspection team. In cases where an impoundment is lowered or drained prior to inspection, such action, while improving the stability and safety of the dam, removes the normal load on the structure and may obscure certain conditions, which might otherwise be detectable if inspected under the normal operating environment of the structure.

It is critical to note that the condition of the dam is evolutionary in nature and depends on numerous and constantly changing internal and external conditions. It would be incorrect to assume that the present condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can there be any chance that unsafe conditions be detected.

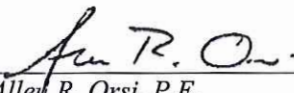

Allen R. Orsi, P.E.
Vice President
Massachusetts License No.: 46904
License Type: Civil
Pare Corporation



TABLE OF CONTENTS

	Page No.
EXECUTIVE SUMMARY	i
PREFACE	iii
1.0 DESCRIPTION OF PROJECT	1
1.1 General 1	
1.1.1 Authority	1
1.1.2 Purpose of Work	1
1.1.3 Common Dam Safety Definitions	1
1.2 Description of Project	1
1.2.1 General	1
1.2.2 Location	2
1.2.3 Owner/Operator	2
1.2.4 Purpose of the Dam	2
1.2.5 Description of the Dam and Appurtenances	2
1.2.6 Operations and Maintenance	3
1.2.7 DCR Size Classification	3
1.2.8 DCR Hazard Classification	3
1.3 Engineering Data	3
1.3.1 Drainage Area	3
1.3.2 Reservoir	4
1.3.3 Discharges at the Dam Site	4
1.3.4 General Elevations (feet) (NAVD88)	4
1.3.5 Primary Spillway	5
1.3.6 Fish Ladder	5
1.3.7 Design and Construction Records	5
1.3.8 Operating Records	5
1.4 Summary Data Table	6
2.0 INSPECTION	7
2.1 Visual Inspection	7
2.1.1 General Findings	7
2.1.2 Dam	7
2.1.2 Appurtenant Structures	9
2.1.3 Downstream Area	9
2.1.4 Reservoir Area	10
2.2 Caretaker Interview	10
2.3 Operation and Maintenance Procedures	10
2.3.1 Operational Procedures	10
2.3.2 Maintenance of Dam and Operating Facilities	10
2.4 Emergency Warning System	10
2.5 Hydraulic/Hydrologic Data	10
2.6 Structural and Seepage Stability	11
2.6.1 Embankment Structural Stability	11
2.6.2 Structural Stability of Non-Embankment Structures	11



2.6.3	Seepage Stability	11
3.0	ASSESSMENTS AND RECOMMENDATIONS	12
3.1	Assessments	12
3.2	Studies and Analyses	12
3.3	Yearly & Recurrent Maintenance Recommendations	13
3.4	Repair Recommendations	14
3.5	Remedial Modification Recommendations	14
3.6	Alternatives	15
3.7	Opinion of Probable Costs	15

FIGURES

Figure 1:	Locus Plan
Figure 2:	Aerial Plan
Figure 3:	Drainage Area Plan
Figure 4:	Site Sketch

APPENDICES

Appendix A:	Photographs
Appendix B:	Inspection Checklist
Appendix C:	Previous Reports and References
Appendix D:	Common Dam Safety Definitions
Appendix E:	Visual Dam Inspection Limitations



SECTION 1

1.0 DESCRIPTION OF PROJECT

1.1 General

1.1.1 Authority

The Town of Harwich has retained Pare Corporation (Pare) to perform a visual inspection and develop a report of conditions for the North Harwich Reservoir Dam in Harwich, Massachusetts. This inspection and report were performed in accordance with MGL Chapter 253, Sections 44-50 of the Massachusetts General Laws.

1.1.2 Purpose of Work

The purpose of this investigation is to inspect and evaluate the present condition of the dam and appurtenant structures in accordance with 302 CMR10.07 to provide information that will assist in both prioritizing dam repair needs and planning/conducting maintenance and operation.

The investigation is divided into four parts:

- 1) Obtain and review available reports, investigations, and data previously submitted to the owner pertaining to the dam and appurtenant structures
- 2) Perform a visual inspection of the site
- 3) Evaluate the status of and need for an emergency action plan for the site
- 4) Prepare and submit a final report presenting the evaluation of the structure, including recommendations for remedial actions, and opinions of probable costs

1.1.3 Common Dam Safety Definitions

To provide the reader with a better understanding of the report, definitions of commonly used terms associated with dams are provided in Appendix D. Many of these terms may be included in this report. The terms are presented under common categories associated with dams which include: 1) orientation; 2) dam components; 3) size classification; 4) hazard classification; 5) general; and 6) condition rating.

1.2 Description of Project

1.2.1 General

Sections of this report are based upon available documentation, including previous inspection reports and other available information as identified in Appendix C. Other historical information obtained during the inspection, including information provided by the caretaker has also been incorporated into this report. This material is intended to provide general information. The accuracy of this referenced information was not verified as it was outside the scope of work for this inspection.

The completion of detailed hydrologic/hydraulic studies, stability analyses, subsurface investigations, and underwater investigations is beyond the scope of this evaluation.

1.2.2 Location

North Harwich Reservoir Dam is located within Barnstable County in the Town of Harwich, Massachusetts off Depot Street near the Harwich-Dennis town line. The dam impounds North Harwich Reservoir which is circled by Bells Neck Road, Depot Street, Cape Cod Rail Trail, and Bells Neck Conservation Area. The structure and impoundment are shown on the Harwich, MA USGS quadrangle map near coordinates 41.68206° N/70.12219° W¹.

To access the dam from Route 25, take Route 28 to cross the Bourne Bridge and continue onto Sandwich Road after the Bourne Rotary. After 3.2 miles on Sandwich Road, take a right on the Mid-Cape Connector. After 0.7 miles the Mid-Cape Connector turns into Route 6/Mid-Cape Highway; continue east on Route 6 for 21.9 miles then take exit 78A to merge on MA-134 S and continue for 0.2 miles. Take a left onto Theophilus F Smith Road and continue for 0.6 miles. Next take a right on South Gages Way and drive for 0.3 miles until turning left onto Great Western Road. Continue on Great Western Road for 0.7 miles then take a right onto Depot Street. Take a left after 0.6 miles which leads to the dam embankment in 0.2 miles. The dam is located at the southern end of the impoundment, as indicated on Figure 1: Locus Plan.

1.2.3 Owner/Operator

The dam is currently owned by the Town of Harwich Natural Resource Department. Heinz Proft, the Natural Resources Director, is primarily responsible for the operations and maintenance at the dam.

1.2.4 Purpose of the Dam

North Harwich Reservoir Dam is currently used primarily for cranberry bog irrigation and recreational purposes.

1.2.5 Description of the Dam and Appurtenances

The North Harwich Reservoir Dam (National ID MA02423) consists of an approximately 210-foot-long earthen embankment with a primary spillway and fish ladder. The dam has a maximum structural height of approximately 8 feet, and a hydraulic height of approximately 7.8 feet.

Right of the primary spillway, the dam consists of an earthen embankment with an approximate 50-foot-wide crest and upstream and downstream sheet pile walls. The vegetated upstream and downstream slopes left of the spillway range from 1H:1V to 3H:1V and are unprotected. The crest consists of a sandy soil with a walking trail that runs through the center of the crest as part of Bell's Neck Conservation Lands.

The primary spillway consists of a concrete headwall with removable timber stoplogs with concrete training walls. A 38-inch-wide by 34-inch-high corrugated metal pipe connects the upstream

¹ As indicated in the MADCR Office of Dam Safety dam database.



drop inlet to a downstream concrete headwall. Flows through the primary spillway discharge into the tidally influenced Herring River.

Between the right abutment and the primary spillway is a fish ladder constructed of concrete channel walls, concrete floor, and equipped with a mix of timber and concrete baffles. The fish ladder extends 88 feet from the downstream channel to the reservoir. The fish ladder is approximately 5-foot-wide, but flow is constrained through the baffles and at the downstream end of the fish ladder. An electronic fish counter was installed at the site in 2016 on the upstream end of the ladder.

1.2.6 Operations and Maintenance

The Town of Harwich Natural Resource Department is primarily responsible for the operations and maintenance of the structure. At the time of this inspection, no formal operations and maintenance manual exists for this dam structure. The town indicated that the crest, right of the primary spillway, is regularly regraded after overtopping events.

1.2.7 DCR Size Classification

The North Harwich Reservoir Dam has a maximum structural height of approximately 8 feet and a top of dam storage capacity of 260 acre-feet. In accordance with Department of Conservation and Recreation Office of Dam Safety classification, under Commonwealth of Massachusetts dam safety rules and regulations stated in 302 CMR 10.00, North Harwich Reservoir Dam should be reclassified as an Intermediate size structure. (Note: The dam is currently inventoried as a small sized structure).

1.2.8 DCR Hazard Classification

The North Harwich Reservoir Dam is located within Bell's Neck Conservation Lands where no inhabited structures are located immediately downstream of the dam. The downstream area consists of tidal flood planes for approximately 1.7 river miles. Bells Neck Road in the downstream area may be subject to damage. \

In the event of a dam failure, loss of life is not expected, and property damage is expected to be minimal; therefore, in accordance with Department of Conservation and Recreation classification procedures, under Commonwealth of Massachusetts dam safety rules and regulations stated in 302 CMR 10.00, North Harwich Reservoir Dam has been classified as a Low (Class III) hazard potential structure.

1.3 Engineering Data

1.3.1 Drainage Area

According to Massachusetts StreamStats, the drainage area for the North Harwich Reservoir Dam is approximately 12.0 square miles and extends 4.1 miles north of the dam and spans approximately 5.0 miles east to west at its widest point. The drainage area consists of 46% forest land, 27% waterbodies and wetlands, and 25% urban development, and 8% impervious areas.



Based upon review of the MADCR Office of Dam Safety dam database, four other dam structures are located within the drainage area: MA03144 Sand Pond Dam, MA 02424 Herring River Dam, MA02131 Robbins Pond Dam, and MA02425 Hinkley Pond Dam.

1.3.2 Reservoir

The following reservoir properties are based upon available information and limited survey completed as part of the inspection, unless otherwise noted.

Table 1.1: Reservoir Properties

	Elevation (feet) NAVD88	Surface Area (acres)	Storage Volume (acre-feet)
Bottom of Pond (assumed)	0	16	0
Primary Spillway Invert	2.0	36	49
Normal Pool	5.0	78+	213+
Top of Dam (TOD)	5.6±	79+	260+

1.3.3 Discharges at the Dam Site

No records of discharges from the dam site were made available. According to the Town, the dam overtops on average of 6 to 10 times per year, typically in the spring. The dam embankment most recently overtopped in April 2021.

Based upon available aerial imagery, discharges from the primary spillway and fish ladder flow into Herring River and associated tidal flats for approximately 0.4 miles before flowing under Bell's Neck Road. After flowing under Bell's Neck Road, the tidal flats cross beneath North Road and Route 28 approximately 0.7 miles and 2.3 downstream, respectively. Commercial and residential areas line the river for an additional mile before the discharging into Nantucket Sound.

1.3.4 General Elevations (feet) (NAVD88)

Elevations are based upon a relative elevation survey completed by Pare personnel during the current inspection. The relative elevation survey references the top of the right upstream training wall El. 5.99 (near Datum NAVD88), as indicated on Figure 4: Site Sketch.

A. Top of Dam	
1. Maximum (Station 2+20; Left Abutment)	6.9± ft.
2. Minimum (Station 1+56)	5.6± ft.
B. Spillway Design Flood Pool	Unknown
C. Normal Pool	5.0± ft.
D. Downstream Channel	-2.5± ft.
E. Upstream Water at Time of Inspection	5.41± ft.
F. Downstream Water at Time of Inspection	Tidal
	(Varied between El. 1.5 and -1.6)



1.3.5 Primary Spillway

A. Type	Stop Log Controlled Weir
B. Width	3.5± ft.
C. Crest Elevation	
i. Top of Stop Logs (During Inspection)	5.0± ft.
ii. Invert of Stop Logs	2.0± ft.
D. Conduit	
i. Type	38" wide by 34" high CMP
ii. Upstream Invert	2.0± ft.
iii. Downstream Invert	1.94± ft.

1.3.6 Fish Ladder

A. Type	Stop Log Controlled Weir
B. Width	5 feet (baffled)
C. Crest Elevation (Top of Stop Logs)	4.9± ft.
D. Downstream Invert	-2.52± ft.

1.3.7 Design and Construction Records

There were no known records of the original construction or design of the dam available during the preparation of this report. Information obtained from the Owner corresponds to the West Reservoir structure (including the herring run) being built around 1880 with the most recent repairs being completed in 1932 by Vernon Johnson. The fishway was reconstructed in 1977 out of concrete. From 2003-2004 a reconstruction of the fishway occurred based upon the United States Fish and Wildlife Service design. Funding for that construction project came from NRCS, USFWS, and the Town of Harwich.

1.3.8 Operating Records

No operating records were made available nor were indicated to exist during the inspection and preparation of this report.



1.4 Summary Data Table

Table 1.2 - Summary Data Table

National ID #	MA02423
Dam Name	North Harwich Reservoir Dam
Dam Name (Alternate)	Herring River Dam
River Name	Herring River
Impoundment Name	North Harwich Reservoir
Hazard Class	Low
Size Class	Intermediate
Dam Type	Earthen Embankment
Dam Purpose	Recreation, Irrigation
Structural Height of Dam (feet)	8
Hydraulic Height of Dam (feet)	7.5
Drainage Area (sq. mi.)	12
Reservoir Surface Area (acres)	78
Normal Impoundment Volume (acre-feet)	213
Max Impoundment Volume ((top of dam) acre-feet)	260
SDF Impoundment Volume (acre-feet)	No H&H
Spillway Type	stop-log controlled overflow weir
Spillway Length (feet)	3.5
Freeboard at Normal Pool (feet)	0.6
Principal Spillway Capacity (cfs)	6 (no action); 35 (stoplogs removed)
Auxiliary Spillway Capacity (cfs)	11.4
Low-Level Outlet Capacity (cfs)	N/A
Spillway Design Flood (flow rate - cfs)	50 year / No H&H
Winter Drawdown (feet below normal pool)	N/A
Drawdown Impoundment Vol. (acre-feet)	N/A
Latitude	41.68206°N
Longitude	70.12219°W
City/Town	Harwich
County Name	Barnstable
Public Road on Crest	No
Public Bridge over Spillway	No
EAP Date (if applicable)	N/A
Owner Name	Town of Harwich
Owner Address	715 Main Street PO Box 207
Owner Town	Harwichport, MA 02646
Owner Phone	(508) 430-7532
Owner Emergency Phone	911
Owner Type	Municipality or Political subdivision
Caretaker Name	Natural Resources Department
Caretaker Address	715 Main Street PO Box 207
Caretaker Town	Harwichport, MA 02646
Caretaker Phone	(508) 430-7532
Caretaker Emergency Phone	911
Date of Field Inspection	5/20/2021
Consultant Firm Name	Pare Corporation
Inspecting Engineer	Brian Dutra, P.E.
Engineer Phone Number	508.543.1755



SECTION 2

2.0 INSPECTION

2.1 Visual Inspection

The North Harwich Reservoir Dam was inspected on May 20, 2021. At the time of the inspection, temperatures were near 64°F with clear skies. The downstream tail water (tidally influenced) ranged between elevation 1.5 to elevation -1.6. Photographs to document conditions were taken during the inspection and are included in Appendix A.

For reference purposes, a baseline was established along the crest of the dam during the inspection with STA 0+00 near the right abutment and STA 2+10 near the left abutment (see Figure 3: Site Sketch). Observations were made in relation to their location along the baseline as appropriate and as noted herein.

2.1.1 General Findings

In general, the North Harwich Reservoir Dam was found in **FAIR** condition. The specific concerns are identified in more detail in the sections below.

2.1.2 Dam

The following was noted along the embankment portions of the dam during the inspection:

Upstream Steel Sheet Pile Wall

- The steel sheet pile is located between the fish ladder and the primary spillway (approximately between station 0+30 to 0+90).
 - The steel sheet piles are U piles based upon the location of the interlock within the steel sheet pile wall.
 - Surface corrosion was observed on the interlocks with some discoloration noted at the splash zone. Viewing of the sheet pile wall was limited to the portions of the wall above water. Marine growth appeared minimal.
 - Surface corrosion was observed along the top of the steel cap affixed to the top of the sheet pile wall.
- The exposed height of the upstream wall varied between 1.5 to 2 feet.
- Vegetation, including 6-inch diameter trees and brush, limited the inspection of the steel sheet pile wall within 10 feet of the right end of the wall.

Upstream Slope

- Left of the primary spillway, the upstream side of the dam is an earthen slope approximately 2H:1V.
- The upstream slope was thickly covered with vegetation consisting of grass, woody stem shrubs, and trees up to 2 feet in diameter. Some sporadic areas were exposed with gravel at the waterline.
- A majority of the upstream edge is eroded with scarping up to 10 inches deep.



- The upstream slope horizontal alignment is irregular and varies up to 2.5 feet due to erosion and scarping.
- A possible overtopping area was observed at STA 1+25 with exposed gravel and roots along the slope to the waterline.
- A worn path was observed 2.5 feet wide at STA 2+05 from crest to upstream water.

Crest

- The crest embankment right of the primary spillway consisted of a sandy surface with isolated areas of grass growth. The crest embankment left of the primary spillway consisted of a 5-foot-wide walking trail with vegetated shoulders consisting of thin grass, shrubs, and trees up to 2 feet in diameter.
- Generally, the horizontal alignment of the crest is fair. The vertical alignment of the crest varies approximately 6 inches, particularly within 50 feet left of the primary spillway. This variation allows for concentrated flows over the crest during overtopping events.
- The right abutment is generally steep as the grade slopes up (2H:1V) along the alignment of the dam.
- Trees were observed along the crest at the following locations:
 - Station 0+15: 1-foot-diameter tree.
 - Station 0+60: 2-foot diameter tree.
 - Station 0+90: Cluster of 6 trees on the downstream side of the crest between 4 and 8 inches in diameter.

Downstream Steel Sheet Pile Wall

- The downstream sheet pile wall extends from the right abutment to the primary spillway.
- The horizontal and vertical alignment of the wall appears good.
- Surface corrosion was observed on the interlocks of the sheet piles with increased corrosion and laminated rust within the downstream tail water tidal zone. Section loss in the steel sheet piles was unable to be observed due to the depth of the downstream water. Marine growth appeared minimal and was partially obscured by the water level.
 - A sheet pile immediately left of fish ladder does not appear to be embedded into the mudline. A void beneath the sheet pile was approximately 2 to 3 inches deep with exposed soils. Water levels downstream prohibited a full viewing of this area.
- A 3-foot-wide eroded path was observed at the right end of the sheet pile wall at the right abutment. The path extended below the top of the sheet pile wall. This appears to have been an as-built condition. Stepping stones were observed along the sheet pile wall to this path.

Downstream Slope

- The downstream slope left of the primary spillway was heavily vegetated with grass, and shrubs. Trees up to 9 inches in diameter were observed throughout the downstream slope with larger diameter trees noted in the following locations:
 - Station 1+25: 30-inch-diameter tree with exposed roots.
 - Station 1+60: 18-inch-diameter cut tree laying on downstream slope.
 - Station 1+75: 18-inch-diameter tree at top of the slope.
 - Station 2+10: 20-inch-diameter tree at the downstream area/abutment interface.



- Erosion up to 4 feet was observed at downstream toe behind the primary spillway left wingwall.
- Timber cribbing was installed along the toe of the slope between STA 1+00 and 1+25.
 - A 6-foot-wide area of erosion, up to 18 inches deep, was observed near Station 1+25 with exposed roots up to 3 inches in diameter.
 - The cribbing was in poor condition with displacement, rot, and broken timber noted.
- Up to 2 feet of scarping was observed along the toe of the slope left of the spillway.
- The downstream slope near Station 1+80 was soft with accumulated deadfall up to 12 inches deep.

2.1.2 Appurtenant Structures

The following was noted during the inspection:

Primary Spillway

- The intake headwall was submerged and prohibited a full viewing of the wall.
- Aquatic growth was observed below the waterline on both the upstream and downstream headwalls.
- The corrugated metal discharge pipe is 38 inches wide and 34 inches tall and generally appeared to be free of debris.
- The spillway channel walls along the left and right sides of the corrugated discharge were exposed with minimal deterioration.
- Three feet from the top of the downstream headwall, scour was observed one foot deep into both downstream training walls.
- Spalling and delamination was observed on top of the downstream training walls.
- Spalling with leakage at the interior right corner of the downstream left wall of the primary spillway discharge structure.
- Efflorescent staining was observed throughout the downstream headwall and training walls.

Fish Ladder

- Overall, the concrete along the fish ladder was fair condition.
- Scour, 1-foot deep by 10 inches tall by 1-foot wide, was observed at the left downstream training wall of the fish ladder adjacent to the sheet pile wall.
- A concrete chip downstream of the timber bridge at the top of the right fish ladder wall was approximately 8 inches in diameter and 1 inch deep.
- Scour and surface abrasion was typical at the stop log slots, up to 1-inch deep.
 - Through cracks, approximately 1/8-inch wide, were typical at the stoplog slots. These were potentially open construction cold joints.
- The footbridge crossing above the fish ladder was constructed from steel sheet piles and wooden planks. The timber posts for the footbridge were rotting from the inside.

2.1.3 Downstream Area

The downstream channel of the dam primarily consists of undeveloped wooded forestry for approximately 850 feet until turning into tidal flats. Tributaries branch off the main downstream channel



(Herring River) as it flows towards Bells Neck Road which is lightly populated. Tidal flats and marshlands dominate the downstream area for two miles; the terrain then transition to a populated coastline until the Herring River flows under Route 28 and empties into Nantucket Sound.

2.1.4 Reservoir Area

The reservoir area consists of a 72.29-acre pond to the North of the dam surrounded by cranberry bogs, grassy wooded areas, Bells Neck Road, Great Western Road, and Depot Street. The topography adjacent to the reservoir rises to an elevation that precludes damage to surrounding facilities. The shoreline is woodlands, and the area has mild to steep slopes. The impoundment is located within the 259-acre Bell's Neck Conservation Lands; 2.75 miles of walking trails meander around the reservoir and provide access to the southern section of the water body.

Potential saddle dikes were observed along the roadway on the east end of the impoundment. These potential areas should be assessed to confirm whether they are saddle dikes.

2.2 Caretaker Interview

The Natural Resources Department is responsible for operations and maintenance at the dam. Heinz Proft (Natural Resource Director), Mr. Griffin Ryder (Town Engineer), and Lincoln Hopper (DPW Director) were on site during the inspection and available for interview. Information provided by Mr. Proft, Mr. Ryder, and Mr. Richards has been incorporated into this report.

2.3 Operation and Maintenance Procedures

A formal operations and maintenance manual has not been prepared for this structure nor is one known to exist.

2.3.1 Operational Procedures

No operations are currently performed at the dam.

2.3.2 Maintenance of Dam and Operating Facilities

There are no formal maintenance procedures for the dam. The vegetated areas at the dam are maintain as needed.

2.4 Emergency Warning System

A detailed Emergency Action Plan (EAP) has not been developed for North Harwich Reservoir Dam. According to current dam safety rules and regulations, low hazard dams are not required to have an EAP.

2.5 Hydraulic/Hydrologic Data

North Harwich Reservoir Dam is an Intermediate size, Low (**Class III**) hazard potential structure. Therefore, in accordance with current state regulations, the spillway design flood (SDF) for the site is a 50-yr flood event.



A detailed H&H analysis has not been completed or made available during the preparation of this report for this structure. Therefore, the ability of the discharge structure to accommodate the SDF is not known. The 2009 Phase I Report indicated a Spillway Design Flood of 30 cfs, however no references to previous reports or other data to support this flow were made available for this estimate.

This discharge capacity of the structure has roughly been approximated near 17 cfs with no action taken to remove the stoplogs at the primary spillway and 46 cfs with the stop logs at the primary spillway removed. These capacities were calculated with the water level at the lowest top of dam point, elevation 5.6, left of the primary spillway. At impoundment levels above this elevation, significant scour and erosion of the embankment surrounding the spillway is anticipated to occur, as evidenced by the recent overtopping and flooding event in the Spring of 2021.

2.6 Structural and Seepage Stability

Formal structural and seepage stability calculations are beyond the scope of this report and therefore were not performed. No formal structural or seepage stability analyses are known to exist for this structure.

2.6.1 Embankment Structural Stability

No immediate indications of instability were noted along the embankment portions of the dam during the inspection. The upstream and downstream sides of the dam between the fish ladder and the primary spillway are mostly protected by steel sheet pile walls that appear to be in fair condition. Left of the primary spillway, the upstream slope is unprotected and is susceptible to scarping and wave action. The crest and downstream slope immediately right of the spillway and along the embankment left of the spillway have been repaired by filling eroded areas (occurring during overtopping events in the Spring of 2021). The areas of scarping and other noted deficiencies are all conditions that, if left unaddressed, could worsen and lead to embankment stability concerns.

Timber cribbing along the downstream slope left of the spillway appears to be in poor condition with displaced and rotting timbers throughout. As these timbers continue to deteriorate, the stability of the embankment may decrease and lead to further erosion of the slope.

2.6.2 Structural Stability of Non-Embankment Structures

Non-embankment structures at the dam include the spillway and fish ladder.

Based upon a visual assessment of the dam, no immediate indications of instability were noted along the non-embankment portions of the dam during the inspection. However, the noted deteriorated conditions of the intake and discharge headwalls, if left unaddressed could worsen and lead to structural stability concerns.

2.6.3 Seepage Stability

At the time of the inspection, areas along downstream toe of the embankment left of the dam were noted to be moist. A saturated area was observed near Station 1+80, however, the source of this was not clear. Further deterioration of the mentioned areas could cause seepage instability in the future.



SECTION 3

3.0 ASSESSMENTS AND RECOMMENDATIONS

3.1 Assessments

In general, the North Harwich Reservoir Dam was observed in **Fair** condition with the following deficiencies identified:

Table 3.1: Deficiency Summary

Deficiency Number	Description
1	The dam is regularly overtopped throughout the year with no observed overtopping protection
2	Trees and unwanted vegetation along the embankment left and right of the primary spillway and unprotected upstream slope left of the spillway with scarping along the normal pool line.
3	Unprotected upstream slope left of the spillway with scarping along the normal pool line
4	Deteriorated timber cribbing and unprotected downstream slopes left of the spillway
5	Concrete deterioration including scouring, spalling, efflorescence, and cracking
6	No detailed Hydrologic/Hydraulic (H&H) evaluation; therefore, the dam's ability to accommodate the spillway design flood (SDF) event is unknown

The following table provides a summary of previously reported deficiencies and the current condition:

Table 3.2: Summary of Previous Recommendations

Previously Identified Deficiency	Resolution or Current Condition
The top of the concrete end wall has spalled and should be repaired.	Concrete deterioration continues along all concrete structures at the dam.

The following recommendations and remedial measures generally describe the recommended approach to address current deficiencies at the dam. Prior to undertaking recommended maintenance, repairs and remedial measures, the applicability of the dam safety regulations through 302 CMR 10.00 and the environmental permits needs to be determined for activities that may occur within resource areas under the jurisdiction of local conservation commissions, MADEP, or other regulatory agencies. In general, repairs that affect the structure of the dam or the appurtenant structures will require a permit from the Office of Dam Safety.

3.2 Studies and Analyses

It is recommended that the owner of the dam arrange for the following investigations to be performed by a qualified registered professional engineer experienced with embankment dams and hydrology, maintenance, and monitoring activities.

1. Perform a detailed hydrologic and hydraulic analysis (H&H) analysis to determine the inflow to the impoundment during the spillway design flood (SDF) and assess the dam's ability to accommodate the SDF.



2. Complete detailed seepage and stability analyses. This should include assessing the stability of the upstream slope, downstream slope, spillway structure, and fish ladder. Seepage evaluations should assess the source and need to address saturation along the downstream toe of the dam along the embankment left of the primary spillway. Completion of subsurface investigations may be necessary to complete these evaluations.
3. A formalized Operations and Maintenance (O&M) Manual should be developed for this structure. This manual should include procedures for maintaining the level of the impoundment, including adjusting the level of the impoundment seasonally to provide additional freeboard during the wetter months. Additionally, the manual should include periodic inspection schedules and operational and maintenance procedures required to ensure satisfactory operation, and minimize deterioration of the facility. A program for monitoring existing seepage areas for changes in flow or consistency, monitoring, and evaluation the condition of the concrete, maintaining vegetation growth, and monitoring for other areas of concern and unusual movement noted herein or in other reports should also be developed and included within the O&M Manual.
4. Complete an underwater inspection of the dam and appurtenant structures. Perform ultrasonic thickness testing on the steel sheet pile wall to determine potential section loss that has occurred within the steel within the tidal zone.
5. Inspect the spillway CMP to determine its condition.
6. Evaluate for the presence of saddle dikes along the east shore of the reservoir. If present, determine register the dike either as appurtenant structures to the dam or as separately inventoried structures.

3.3 Yearly & Recurrent Maintenance Recommendations

The following recommendations should be performed on a regular schedule and allotted for within yearly operational budgets for the structure:

1. Perform regular monitoring and inspection of the dam and appurtenant structures, including areas of observed seepage, animal burrows, concrete deficiencies, developing erosion, or other areas of suspected movement, and to check for increases in flow rate or other signs of deteriorating conditions. When monitoring seepage and leakage it is important to note the clarity of the flow. Complete formal inspections as required. As the dam is currently classified as a low hazard potential structure, formal inspection is required every 10 years.
2. Complete regular maintenance activities. The completion of regular maintenance will control and prevent further growth of unwanted vegetation, as was noted in some areas of the dam. Cutting brush and grass should be performed at least twice a year (i.e., late spring and fall). A cleared embankment and downstream area are easier to inspect as well as keep maintained. The cutting back of brush and grass also reduces the likelihood of animal burrows. Clear and maintain the approaches to the spillway and the discharge channel to keep them clear of debris and vegetation.



3.4 Repair Recommendations

The Repairs presented below should be implemented to maintain the integrity of the structure. While significant deterioration has not been noted since the previous inspection, if continued to be deferred, these maintenance items could develop into larger deficiencies that are more costly to address.

1. Repair the concrete deterioration observed along the downstream headwall and training walls of the spillway through a concrete repair program inclusive of sealing cracks and patching spalled and scoured areas.
2. Repair areas of erosion and scarping along the embankment left of the spillway. Regrade/fill areas along the embankment resulting from erosion and overtopping.
3. Provide suitable wearing surface for public use of the facility.
4. Clear the dam of all trees, brush, and other unwanted vegetation. Clearing should extend, at a minimum, such that the canopy of trees and other vegetation does not come within 10-feet of the embankment sections. Significant root systems should be pulled, and the resulting holes properly filled and grassed. Regrade the cleared area to promote runoff to the downstream channel. Loam and seed the downstream area to provide a maintainable surface.

Trees with diameters in excess of 6-inches need to be cut, the root systems grubbed from the embankment, and the resulting holes promptly filled with suitable compacted material. Depending upon the type of trees to be removed, the procedure for removing the root system may vary. Some trees have taproots while others have a shallow network of roots that cover a large area. Given the size of the dam and the location of the trees along the downstream wall, impacts to the dam should be evaluated by a qualified registered professional engineer experienced with embankment dams before removal of the stumps and root systems are completed.

5. Loam and seed the dam embankment to establish grass cover.

After the regarding program, establish grass cover on the embankment. Properly maintained grass is not only an effective means of controlling erosion, but it also enhances the appearance of a dam and provides a surface that can be easily inspected. Grass roots and stems tend to trap fine sand and soil particles, forming an erosion-resistant layer once the plants are well established. Grass is least effective in areas of concentrated runoff or in areas subjected to wave action. In these areas, a more durable protection such as stone may be more desirable. The crest of the dam currently supports a walking trail. To limit yearly maintenance, the use of a more durable material such as crushed stone should be considered along the alignment of the path to control foot traffic wear and surface runoff.

3.5 Remedial Modification Recommendations

It is recommended that the owner of the dam arrange for the following modification to be undertaken to improve the safety and integrity of the dam and to extend the life of the structure. Prior to undertaking these recommendations, review and design by a professional engineer registered in the Commonwealth of Massachusetts will likely be required.



1. **Armor the exposed upstream and downstream slopes:** The upstream and downstream slopes of the dam should be protected from erosion. The slopes are commonly protected against wave erosion by placement of a layer of rock riprap over a layer of filter material. Sometimes, materials such as concrete facing, bricks, or concrete blocks are used for this slope protection. Generally, rock riprap provides the most economical and effective protection.
2. **Regrade the upstream slopes, crest, and downstream slopes.** As part of the regrading program, the existing root mat will need to be removed in its entirety. After removal of the root mat, eroded or otherwise disturbed soils should be proof rolled with any area of deeper erosion or animal burrows excavated to sound embankment soils and backfilled.
3. **Address Spillway Design Flood Compliance:** Should the capacity of the spillway be found inadequate to pass the SDF, investigate means to construct a spillway system that can safely pass the SDF. This design may consist of modifications to the existing structure or require the construction of an overflow spillway. Alternately, the crest, downstream slope, and toe area could be armored to allow safe overtopping during storm events. A spillway that does not have sufficient capacity will cause the dam to be overtopped in an uncontrolled manner that could damage the structure and threaten downstream areas.

3.6 Alternatives

All Recommendations: Alternative to implementing any of the repairs noted above, breaching of the dam is a viable alternative for addressing safety and stability concerns at the dam since the dam; however, this approach is reported not preferred.

All Recommendations: Alternative to implementing any of the repairs noted above, breaching of the dam is a viable alternative for addressing safety and stability concerns at the dam. While this alternative will address the safety concerns, it will result in the loss of the recreational, flood attenuation and environmental resource created by the dam. However, while this will result in elimination of yearly operating and maintenance expenses, permitting activities and construction costs associated with dam removal may exceed those of rehabilitation and operations and maintenance.

3.7 Opinion of Probable Costs

The following conceptual opinion of probable costs have been developed for the recommendations and remedial measures noted above. The costs shown herein are based on a limited investigation and are provided for general information only. This should not be considered an engineer’s estimate, as actual construction costs may be somewhat less or considerably more than those indicated.

Studies and Analyses

1. Detailed H&H Analysis	\$ 6,000	-	\$ 10,000
2. Seepage and Stability Analysis	\$ 15,000	-	\$ 25,000
3. Operations & Maintenance (O&M) Manual	\$ 4,000	-	\$ 6,000
4. Underwater Inspection	\$ 5,000	-	\$ 10,000
5. CMP Inspection	\$ 8,000	-	\$ 10,000
6. Saddle Dike Determination	\$ 3,000	-	\$ 10,000
Subtotal	\$ 41,000	-	\$ 71,000



Yearly Activities

1. Regular Monitoring and Inspection	\$ 3,000	-	\$ 6,000/yr.
2. Regular Maintenance Activities	\$ 4,000	-	\$ 6,000/yr.
Subtotal	\$ 7,000	-	\$12,000/yr.

Repair Recommendations

1. Repair areas of concrete deterioration	\$ 30,000	-	\$ 60,000
2. Repair areas of erosion and scarping	\$ 10,000	-	\$ 20,000
3. Provide wearing surface for public	\$ 5,000	-	\$ 15,000
4. Clear the embankment of unwanted vegetation	\$ 50,000	-	\$ 80,000
5. Loam and seed	\$ 40,000	-	\$ 80,000
Subtotal	\$ 135,000	-	\$ 255,000

1. Armor upstream and downstream slopes	\$ 70,000	-	\$ 100,000
2. Regrade the embankment	\$ 30,000	-	\$ 20,000
3. Construct new spillway	\$ 200,000	-	\$ 350,000
Subtotal	\$ 300,000	-	\$ 470,000
30% Contingency	\$ 90,000	-	\$ 141,000
Engineering & Design	\$ 50,000	-	\$ 80,000
Permitting	\$ 20,000	-	\$ 40,000
Subtotal	\$ 460,000	-	\$ 731,000

RECOMMENDATIONS TOTAL \$ 643,000 - \$1,069,000

When comparing costs, the total cost including design, engineering, permitting, construction, and long-term maintenance should be considered.

While most of these activities can be undertaken as maintenance activities under 302 CMR 10 Dam Safety and will only require that the Office of Dam Safety be notified of the activities, the applicability of other environmental permits (i.e., NOI, PGP, Water Quality Certificate, etc.) needs to be determined prior to undertaking maintenance activities that may occur within resource areas under the jurisdiction of MADEP, the local conservation commission or other regulatory agency.



FIGURES
North Harwich Reservoir Dam
Harwich, Massachusetts



NORTH HARWICH RESERVOIR DAM
 41.68206° N
 70.12219° W
 HARWICH, MA USGS QUAD

USGS TOPOGRAPHIC MAP FROM THE MASSACHUSETTS OFFICE OF GEOGRAPHIC INFORMATION (MassGIS)

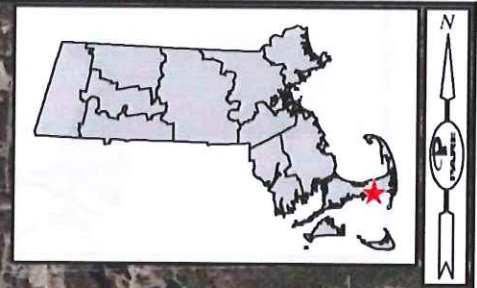
1"=2500'
 0" ————— 1"



NORTH HARWICH RESERVOIR DAM
 MA02423
 HARWICH, MASSACHUSETTS
 TOWN OF HARWICH

LOCUS PLAN
 MAY 2021
 FIGURE 1

SCALE: 1=100'



NORTH HARWICH RESERVOIR DAM

41.68206° N
70.12219° W
HARWICH, MA USGS QUAD

USGS AERIAL ORTHO PHOTO FROM THE MASSACHUSETTS GEOGRAPHIC INFORMATION SYSTEM (MassGIS)

1"=1500'
0" ————— 1"



NORTH HARWICH RESERVOIR DAM

MA02423

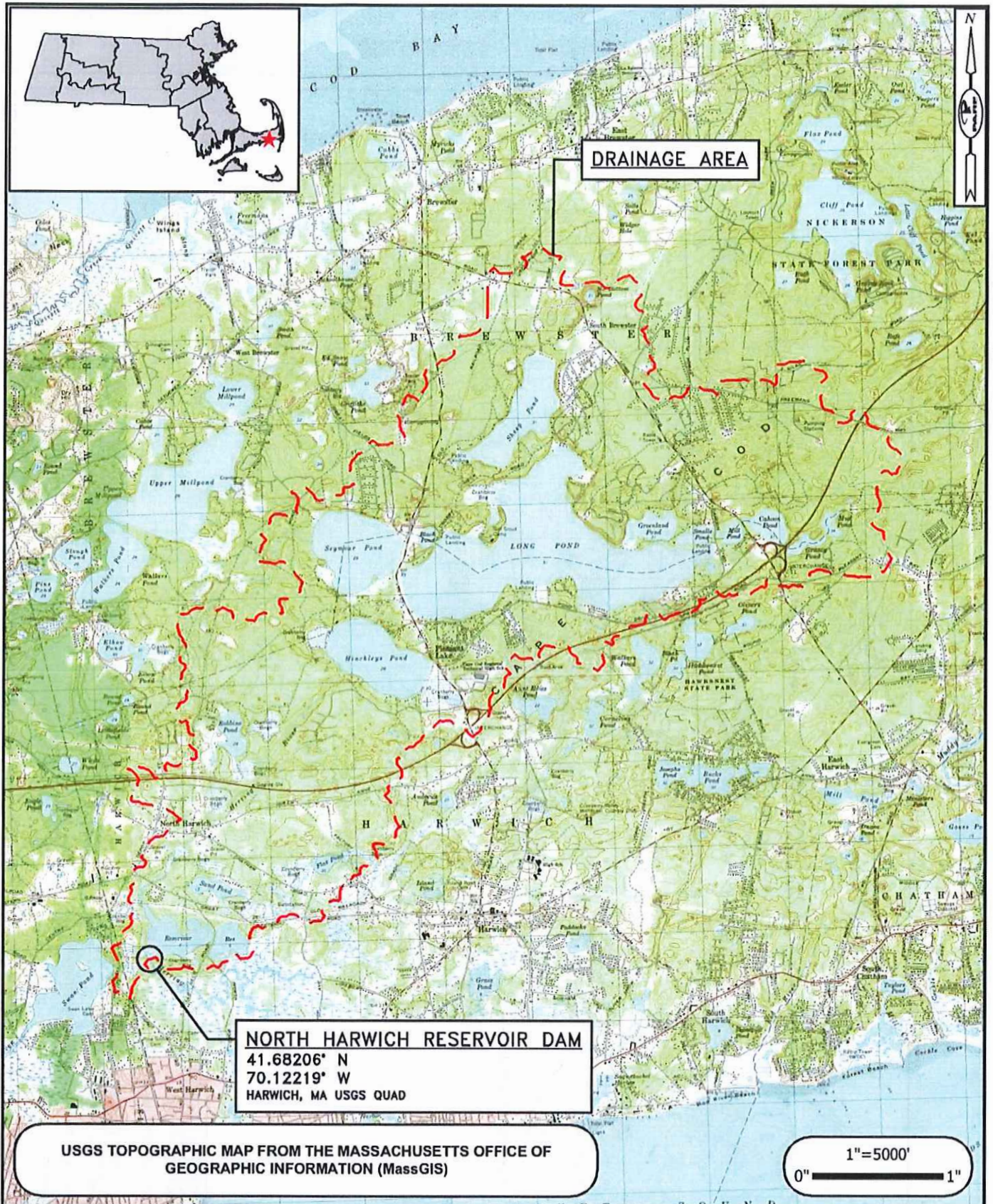
HARWICH, MASSACHUSETTS

TOWN OF HARWICH

AERIAL PLAN

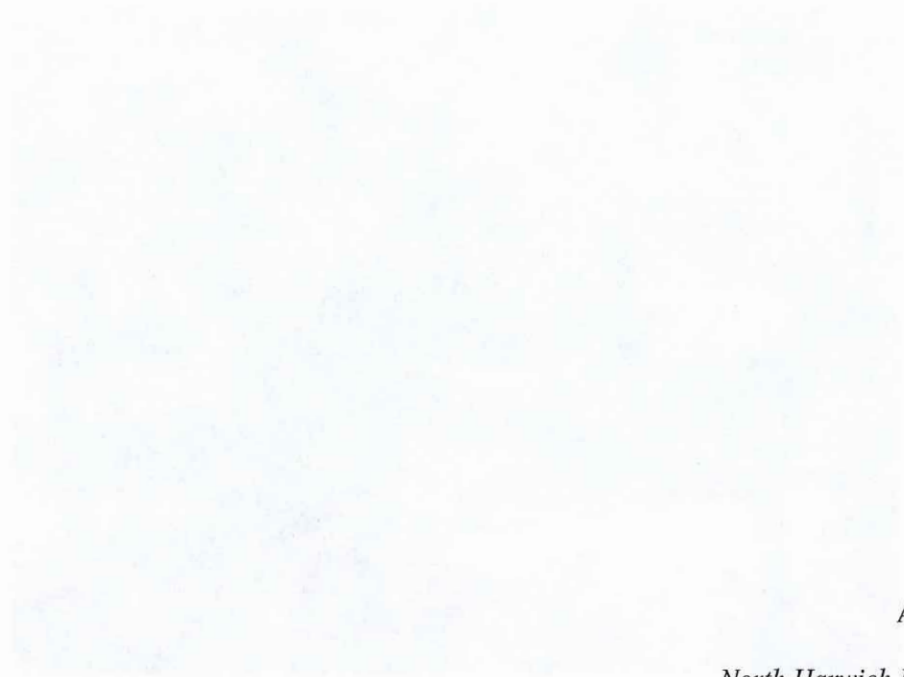
MAY 2021

FIGURE 2



NORTH HARWICH RESERVOIR DAM
 MA02423
 HARWICH, MASSACHUSETTS
 TOWN OF HARWICH

DRAINAGE AREA PLAN
 MAY 2021
 FIGURE 3



APPENDIX A
Photographs
North Harwich Reservoir Dam
Harwich, Massachusetts





Photo No. 1.: Overview of the Dam from near the right abutment looking left.

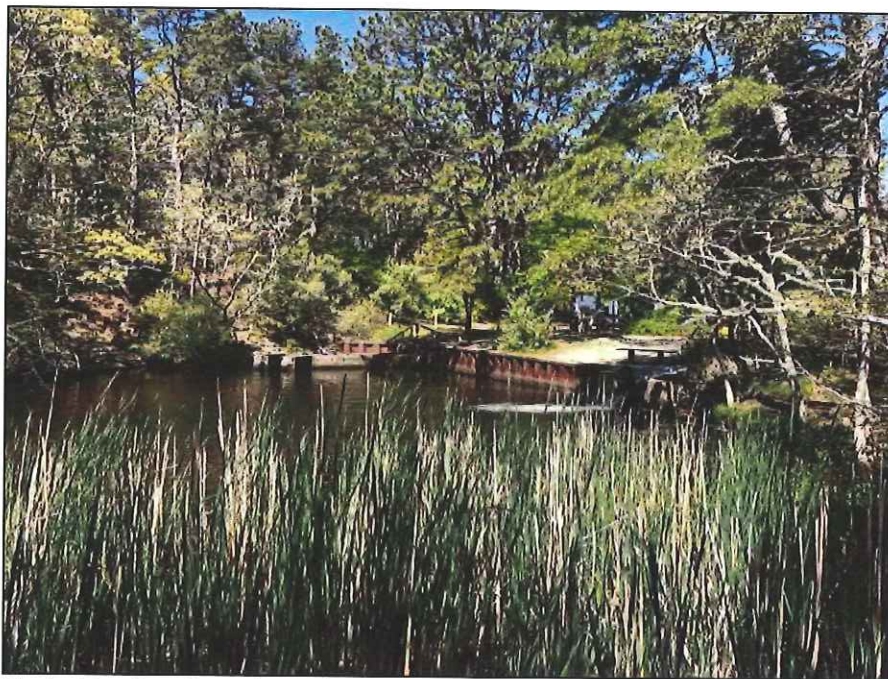


Photo No. 2.: Overview of the dam from the downstream channel looking upstream.



Photo No. 3.: Upstream steel sheet pile wall looking left from near the right end of the wall.



Photo No. 4.: Upstream steel sheet pile wall looking right from the right side of the concrete headwall.

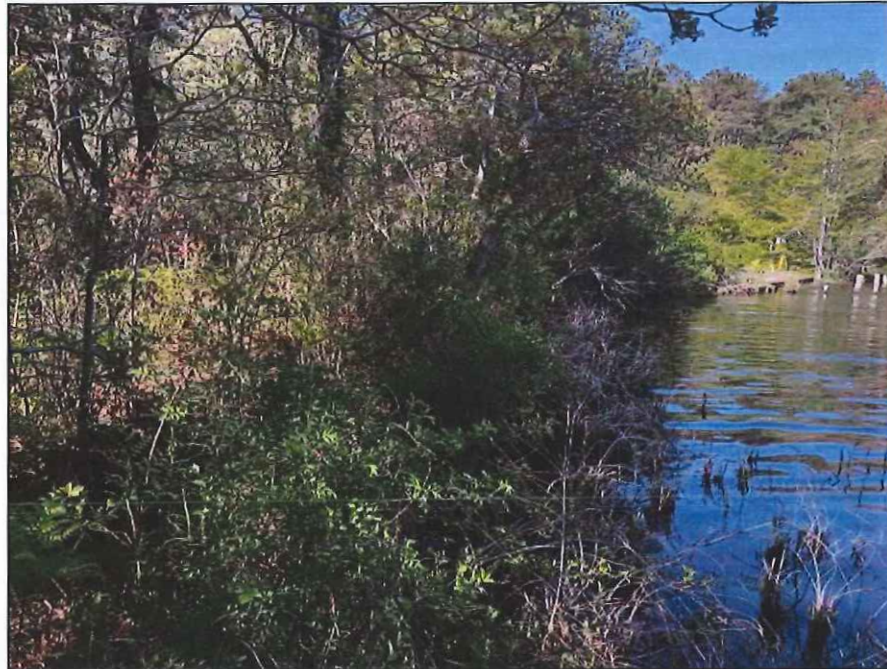


Photo No. 5.: Upstream slope left of the spillway with heavy vegetation.



Photo No. 6.: Embankment crest from near STA 1+00 looking right. Note cluster of trees in center of embankment.



Photo No. 7.: Embankment crest left of the spillway looking left. Note area of apparent past overtopping



Photo No. 8.: Left abutment looking right from STA 2+10.

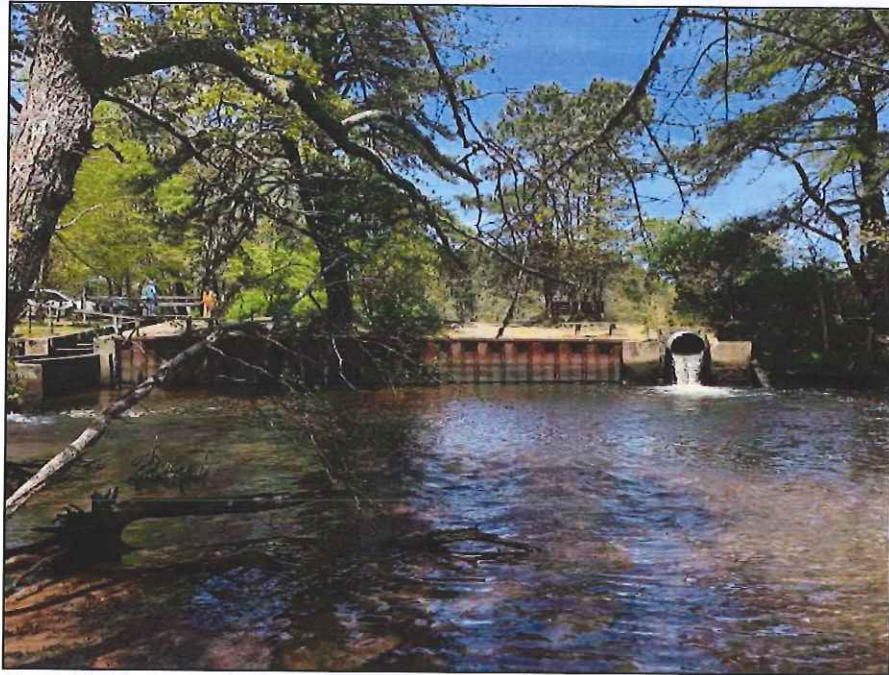


Photo No. 9.: Overview of the downstream side of the dam.



Photo No. 10.: The steel sheet pile wall right of the fish ladder viewed from the fish ladder.



Photo No. 11.: The downstream steel sheet pile wall between the fish ladder and primary spillway outlet. Note 2-foot-diameter tree on downstream side of embankment.

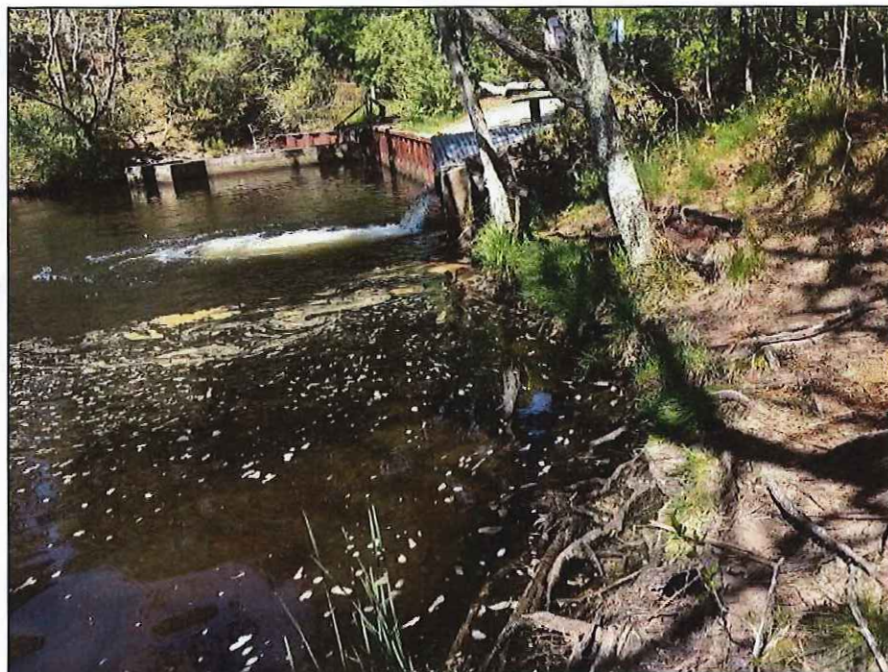


Photo No. 12.: Downstream slope looking right around STA 1+50.



Photo No. 13.: The downstream slope to the left of the spillway discharge viewed from downstream area.



Photo No. 14.: Downstream slope viewed from left abutment. Note the heavy vegetation.



Photo No. 15.: Concrete headwall intake structure.



Photo No. 16.: Void within concrete headwall 3 inches deep.



Photo No. 17.: Alignment of concrete intake pipe looking downstream. Note the spalling in the exposed walls.



Photo No. 18.: Discharge headwall. Note the scour on the headwall both left and right of the outlet.

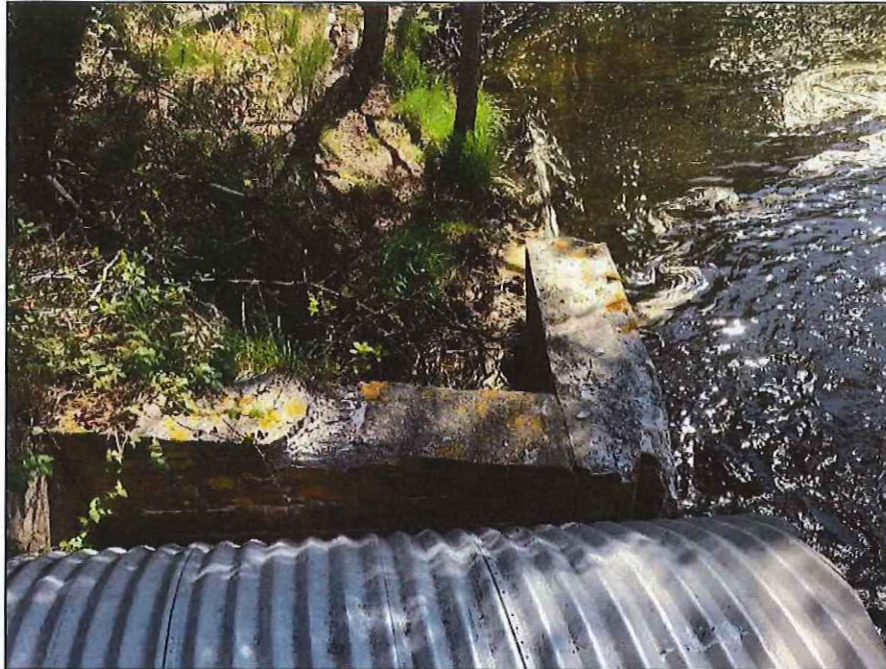


Photo No. 19.: Left downstream concrete wall. Note concrete spalling and delamination typical of the downstream headwall.

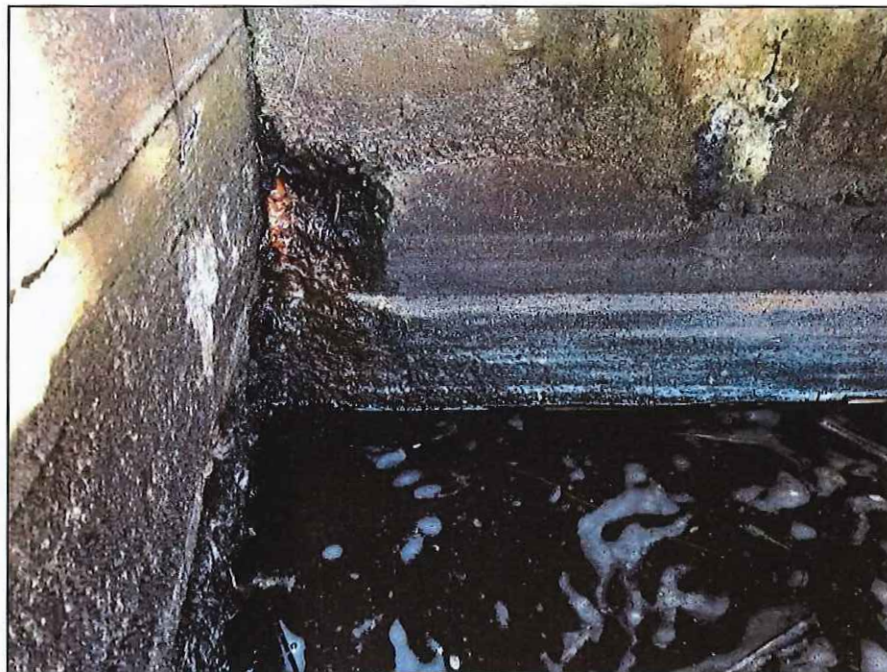


Photo No. 20.: Spalling with seepage at the interior right corner of the downstream left wall of the primary spillway discharge structure.

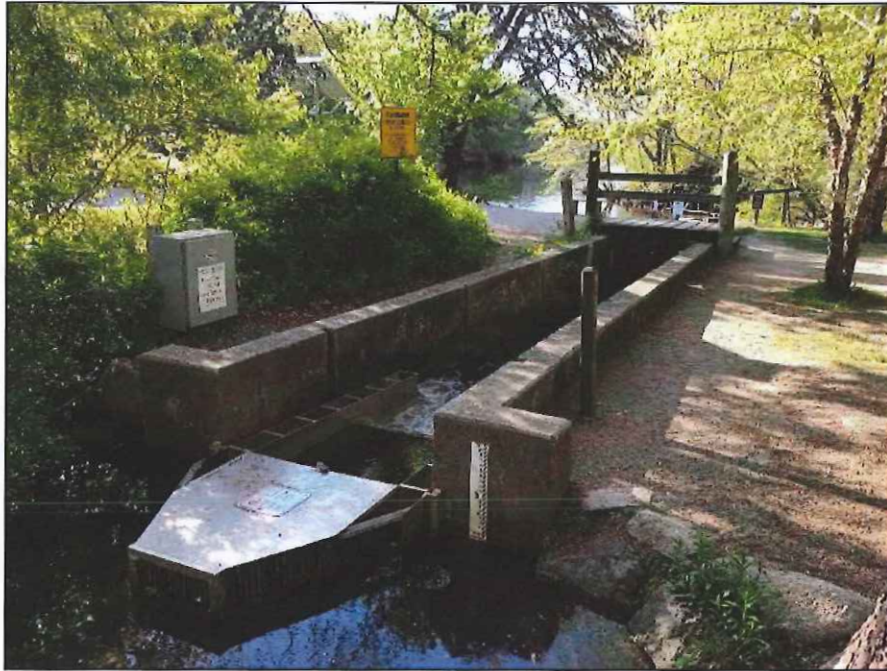


Photo No. 21.: Fish ladder exit upstream of the dam.



Photo No. 22.: Chip observed on fish ladder downstream of bridge.



Photo No. 23.: Downstream end / entrance of the fish ladder.



Photo No. 24.: Scour observed at the downstream face of the fish ladder concrete wall adjacent to steel sheet pile wall.



Photo No. 25.: Overview of the impoundment.

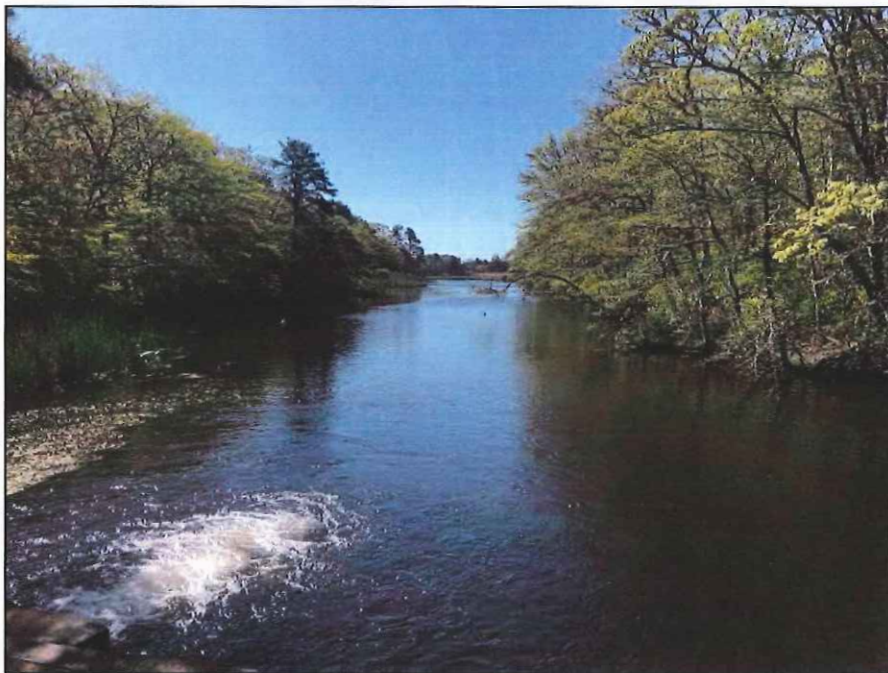



Photo No. 26.: Overview of the downstream area.

APPENDIX B
Inspection Checklist
North Harwich Reservoir Dam
Harwich, Massachusetts

DAM SAFETY INSPECTION CHECKLIST

NAME OF DAM: <u>North Harwich Reservoir Dam</u>		STATE ID #: <u>N/A</u>
REGISTERED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NID ID #: <u>MA02423</u>	
STATE SIZE CLASSIFICATION: <u>Intermediate</u>	STATE HAZARD CLASSIFICATION: <u>Low</u>	CHANGE IN HAZARD CLASSIFICATION REQUESTED?: <u>No</u>
<u><i>DAM LOCATION INFORMATION</i></u>		
CITY/TOWN: <u>Harwich</u>	COUNTY: <u>Barnstable</u>	
DAM LOCATION: <u>Off of Depot Street</u> (street address if known)	ALTERNATE DAM NAME: <u>Herring River Dam</u>	
USGS QUAD.: <u>Harwich</u>	LAT.: <u>41.68206°N</u>	LONG.: <u>70.12219°W</u>
DRAINAGE BASIN: <u>Cape Cod</u>	RIVER: <u>Herring River</u>	
IMPOUNDMENT NAME(S): <u>North Harwich Reservoir</u>		
<u><i>GENERAL DAM INFORMATION</i></u>		
TYPE OF DAM: <u>Earthen Embankment</u>	OVERALL LENGTH (FT): <u>210</u>	
PURPOSE OF DAM: <u>Recreation, Irrigation</u>	NORMAL POOL STORAGE (ACRE-FT): <u>213</u>	
YEAR BUILT: <u>Circa 1880</u>	MAXIMUM POOL STORAGE (ACRE-FT): <u>260</u>	
STRUCTURAL HEIGHT (FT): <u>8</u>	EL. NORMAL POOL (FT): <u>5.0</u>	
HYDRAULIC HEIGHT (FT): <u>7.5</u>	EL. MAXIMUM POOL (FT): <u>5.6</u>	
<u><i>FOR INTERNAL MADCR USE ONLY</i></u>		
FOLLOW-UP INSPECTION REQUIRED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CONDITIONAL LETTER: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

NAME OF DAM: <u>North Harwich Reservoir Dam</u>		STATE ID #: <u>N/A</u>	
INSPECTION DATE: <u>May 20, 2021</u>		NID ID #: <u>MA02423</u>	
<i><u>INSPECTION SUMMARY</u></i>			
DATE OF INSPECTION: <u>May 20, 2021</u>	DATE OF PREVIOUS INSPECTION: <u>August 25, 2009</u>		
TEMPERATURE/WEATHER: <u>Clear, 64° F</u>	ARMY CORPS PHASE I: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, date _____	
CONSULTANT: <u>Pare Corporation</u>	PREVIOUS DCR PHASE I: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	If YES, date <u>August 25, 2009</u>	
BENCHMARK/DATUM: <u>Top of primary spillway tight upstream training wall near El. 5.99 (near NAVD88).</u>			
OVERALL PHYSICAL CONDITION OF DAM: <u>FAIR</u>	DATE OF LAST REHABILITATION: <u>2003-2004</u>		
SPILLWAY CAPACITY: <u>0-50% of the SDF or Unknown</u>			
EL. POOL DURING INSP.: <u>5.41±</u>	EL. TAILWATER DURING INSP.: <u>Varied between 2.0 and -1.5 (Tidal)</u>		
<i><u>PERSONS PRESENT AT INSPECTION</u></i>			
<u>NAME</u>	<u>TITLE/POSITION</u>	<u>REPRESENTING</u>	
<u>Brian Dutra, P.E.</u>	<u>Project Engineer</u>	<u>Pare Corporation</u>	
<u>Kyle Dubuc, EIT</u>	<u>Engineer I</u>	<u>Pare Corporation</u>	
<u>Heinz Proft</u>	<u>Natural Resource Director</u>	<u>Town of Harwich</u>	
<u>Griffin Ryder</u>	<u>Town Engineer</u>	<u>Town of Harwich</u>	
<u>Lincoln Hopper</u>	<u>DPW Director</u>	<u>Town of Harwich</u>	
<i><u>EVALUATION INFORMATION</u></i>			
Click on box to select E-code		Click on box to select E-code	
E1) TYPE OF DESIGN	3	E8) LOW-LEVEL OUTLET CONDITION	1
E2) LEVEL OF MAINTENANCE	3	E9) SPILLWAY DESIGN FLOOD CAPACITY	1
E3) EMERGENCY ACTION PLAN	2	E10) OVERALL PHYSICAL CONDITION	3
E4) EMBANKMENT SEEPAGE	4	E11) ESTIMATED REPAIR COST	\$643k-\$1,069k
E5) EMBANKMENT CONDITION	2	ROADWAY OVER CREST	NO
E6) CONCRETE CONDITION	3	BRIDGE NEAR DAM	NO
E7) LOW-LEVEL OUTLET CAPACITY	1		
NAME OF INSPECTING ENGINEER: <u>Brian Dutra, P.E.</u>	SIGNATURE: 		

NAME OF DAM: <u>North Harwich Reservoir Dam</u>		STATE ID #: <u>N/A</u>	
INSPECTION DATE: <u>May 20, 2021</u>		NID ID #: <u>MA02423</u>	
OWNER: ORGANIZATION	<u>Town of Harwich</u>	CARETAKER: ORGANIZATION	<u>Town of Harwich</u>
NAME/TITLE	<u>Natural Resources Department</u>	NAME/TITLE	<u>Natural Resources Department</u>
STREET	<u>715 Main Street PO Box 207</u>	STREET	<u>715 Main Street PO Box 207</u>
TOWN, STATE, ZIP	<u>Harwichport, MA 02646</u>	TOWN, STATE, ZIP	<u>Harwichport, MA 02646</u>
PHONE	<u>(508) 430-7532</u>	PHONE	<u>(508) 430-7532</u>
EMERGENCY PH. #	<u>911</u>	EMERGENCY PH. #	<u>911</u>
FAX	<u>(508) 430-7535</u>	FAX	<u>(508) 430-7535</u>
EMAIL	<u>hprofit@town.harwich.ma.us</u>	EMAIL	<u>hprofit@town.harwich.ma.us</u>
OWNER TYPE	<u>Municipality or Political subdivision</u>		
PRIMARY SPILLWAY TYPE <u>stop-log controlled overflow weir</u>			
SPILLWAY LENGTH (FT) <u>3.5</u>		SPILLWAY CAPACITY (CFS) <u>6 (no action); 35 (stoplogs removed)</u>	
AUXILIARY SPILLWAY TYPE <u>Fish Ladder</u>		AUX. SPILLWAY CAPACITY (CFS) <u>11</u>	
NUMBER OF OUTLETS <u>0</u>		OUTLET(S) CAPACITY (CFS) <u>N/A</u>	
TYPE OF OUTLETS <u>N/A</u>		TOTAL DISCHARGE CAPACITY (CFS) <u>17 (no action); 46 (stoplogs removed)</u>	
DRAINAGE AREA (SQ MI) <u>12</u>		SPILLWAY DESIGN FLOOD (PERIOD/CFS) <u>50 year / No H&H</u>	
HAS DAM BEEN BREACHED OR OVERTOPPED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PROVIDE DATE(S) <u>Average 6-10 times/year. Most Recently April 2020</u>			
FISH LADDER (LIST TYPE IF PRESENT) <u>Concrete weir with baffles</u>			
DOES CREST SUPPORT PUBLIC ROAD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, ROAD NAME: <u>Walking trail transitions into the crest but no vehicular</u>	
PUBLIC BRIDGE WITHIN 50' OF DAM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, ROAD/BRIDGE NAME: _____	
		MHD BRIDGE NO. (IF APPLICABLE) _____	

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

EMBANKMENT (CREST)

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
CREST	1. SURFACE TYPE	Sandy soils in between primary spillway and fish ladder and a bare walking trail left of the primary spillway.	X	X	X
	2. SURFACE CRACKING	None observed		X	
	3. SINKHOLES, ANIMAL BURROWS	None observed		X	
	4. VERTICAL ALIGNMENT (DEPRESSIONS)	The vertical alignment of the crest varies approximately 6 inches, particularly within 50 feet left of the spillway. This variation allows for concentrated flows over the crest during overtopping events.		X	X
	5. HORIZONTAL ALIGNMENT	Fair		X	
	6. RUTS AND/OR PUDDLES	None observed		X	
	7. VEGETATION (PRESENCE/CONDITION)	Isolated areas of grass growth. Left of the spillway the 5-foot-wide walking trail has vegetated shoulders consisting of thin grass, shrubs, and trees up to 2 feet in diameter. Trees were observed along the crest: STA 0+15, 1-foot-diameter tree; STA 0+60, 2-foot-diameter tree; STA 0+90, cluster of 6 trees between 4 and 8 inches in diameter.		X	X
	8. ABUTMENT CONTACT	Appears good. The right abutment generally slopes up between 3H:1V and 2H:1V slope.		X	

ADDITIONAL COMMENTS: _____

NAME OF DAM: North Harwich Reservoir Dam STATE ID #: N/A
 INSPECTION DATE: May 20, 2021 NID ID #: MA02423

EMBANKMENT (D/S SLOPE)

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
D/S SLOPE	1. WET AREAS (NO FLOW)	The downstream slope near STA 1+80 was soft with accumulated deadfall up to 12 inches deep.		X	
	2. SEEPAGE	None observed		X	
	3. SLIDE, SLOUGH, SCARP	See Erosion Section Below.		X	X
	4. EMB.-ABUTMENT CONTACT	Appeared good. Minor erosion observed between right downstream slope and right abutment; possibly due to pedestrian use.		X	
	5. SINKHOLE/ANIMAL BURROWS	None observed		X	
	6. EROSION	Erosion up to 4 feet was observed at downstream toe behind the primary spillway left wingwall.		X	X
	7. UNUSUAL MOVEMENT	None observed		X	
	8. VEGETATION (PRESENCE/CONDITION)	The downstream slope left of the spillway was heavily vegetated with grass, and shrubs. Trees up to 9 inches wide were observed throughout the downstream slope with larger diameter trees noted in the following locations: STA 1+25: 30-inch-diameter tree with exposed roots. STA 1+60: 18-inch-diameter cut tree laying on downstream slope. STA 1+75: 18-inch-diameter tree at top of the slope. STA 2+10: 20-inch-diameter tree at the downstream area/abutment interface.		X	X

ADDITIONAL COMMENTS: 1. Timber cribbing was installed along the toe of the slope between STA 1+00 and 1+25. The cribbing was in poor condition with displacement, rot, and broken timber noted.
 2. A 6-foot-wide area of erosion, up to 18 inches deep, was observed near Station 1+25 with exposed roots up to 3 inches in diameter.

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

EMBANKMENT (U/S SLOPE)

AREA INSPECTED	CONDITION	OBSERVATIONS	NO		
			ACTION	MONITOR	REPAIR
U/S SLOPE	1. SLIDE, SLOUGH, SCARP	A majority of the upstream edge is eroded with scarping up to 10 inches deep.		X	X
	2. SLOPE PROTECTION TYPE AND COND.	Left of the primary spillway, the upstream side of the dam transitions to an earthen slope approximately 2H:1V. A possible overtopping area was observed at STA 1+25 with exposed gravel and roots along the slope to the waterline.		X	X
	3. SINKHOLE/ANIMAL BURROWS	None observed		X	
	4. EMB.-ABUTMENT CONTACT	Appeared good		X	
	5. EROSION	Erosion was observed along the waterline.		X	X
	6. UNUSUAL MOVEMENT	The upstream slope horizontal alignment is irregular and varies up to 2.5 feet due to erosion and scarping.		X	X
	7. VEGETATION (PRESENCE/CONDITION)	The upstream slope was thickly covered with vegetation consisting of grass, woody stem shrubs, and trees up to 2 feet in diameter. Some sporadic areas were exposed with gravel at the waterline.		X	X

ADDITIONAL COMMENTS: A worn path was observed 2.5 feet wide at STA 2+05 from crest to upstream water.

NAME OF DAM: North Harwich Reservoir Dam STATE ID #: N/A
 INSPECTION DATE: May 20, 2021 NID ID #: MA02423

INSTRUMENTATION

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
INSTR.	1. PIEZOMETERS	None observed	X		
	2. OBSERVATION WELLS	None observed	X		
	3. STAFF GAGE AND RECORDER	Gauge at upstream end of Fish Ladder and Primary Spillway	X		
	4. WEIRS	None observed	X		
	5. INCLINOMETERS	None observed	X		
	6. SURVEY MONUMENTS	None observed	X		
	7. DRAINS	None observed	X		
	8. FREQUENCY OF READINGS	N/A			
	9. LOCATION OF READINGS	N/A			

ADDITIONAL COMMENTS: 1. Fish Ladder Gauge Reading: 1.19; Spillway Gauge Reading 2.90
 2. Fish counter at upstream end of fish ladder.

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

DOWNSTREAM STEEL SHEET PILE WALLS

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
D/S WALLS	1. WALL TYPE	U-Shaped Steel Sheet Pile	X		
	2. WALL ALIGNMENT	The downstream SSP wall extends from the right abutment to the primary spillway.	X		
	3. WALL CONDITION	Surface corrosion was observed on the interlocks of the sheet piles with increased corrosion and laminated rust within the downstream tail water tidal zone.. Marine growth appeared minimal and was partially obscured by the water level.	X	X	
	4. HEIGHT: TOP OF WALL TO MUDLINE	Varies 4 to 7 feet.	X		
	5. SEEPAGE OR LEAKAGE	None observed		X	
	6. ABUTMENT CONTACT	A sheet pile immediately left of fish ladder does not appear to be embedded into the mudline. A void beneath the sheet pile was approximately 2 to 3 inches deep with exposed soils. Water levels downstream prohibited a full viewing of this area.		X	X
	7. EROSION/SINKHOLES BEHIND WALL	None observed, retained soil behind wall cap was generally flat.		X	
	8. ANIMAL BURROWS	None observed		X	
	9. UNUSUAL MOVEMENT	Horizontal and vertical alignment appear good		X	
	10. WET AREAS AT TOE OF WALL	Toe of wall was submerged which prevented full viewing		X	

ADDITIONAL COMMENTS: A 3-foot-wide eroded path was observed at the right end of the sheet pile wall at the right abutment. The path extended below the top of the sheet pile wall. This appears to have been an as-built condition. Stepping stones were observed along the sheet pile wall to this path.

NAME OF DAM: North Harwich Reservoir Dam STATE ID #: N/A
 INSPECTION DATE: May 20, 2021 NID ID #: MA02423

UPSTREAM STEEL SHEET PILE WALLS

AREA INSPECTED	CONDITION	OBSERVATIONS	NO	MONITOR	REPAIR	
			ACTION			
U/S WALLS	1. WALL TYPE	U-shaped steel sheet pile	X			
	2. WALL ALIGNMENT	Horizontal and vertical alignment appear good	X	X		
	3. WALL CONDITION	The SSP wall is located in between STA 0+30 to 0+90. Surface corrosion was observed on the interlocks with some discoloration noted at the splash zone. Viewing of the sheet pile wall was limited to the portions of the wall above water. Marine growth appeared minimal. Surface corrosion was observed along the top of the steel cap affixed to the top of the sheet pile wall.	X	X		
	4. HEIGHT: TOP OF WALL TO MUDLINE	The exposed height of the upstream wall varied between 1.5 to 2 feet.	X			
	5. ABUTMENT CONTACT	Good	X	X		
	6. EROSION/SINKHOLES BEHIND WALL	None observed		X		
	7. ANIMAL BURROWS	None observed		X		
	8. UNUSUAL MOVEMENT	None observed		X		

ADDITIONAL COMMENTS: 1. A 1-inch diameter root was observed around STA 0+75 directly downstream of the upstream wall.
 2. Vegetation, including 6-inch diameter trees and brush, limited the inspection of the steel sheet pile wall within 10 feet of the right end of the wall.

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

DOWNSTREAM AREA

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
D/S AREA	1. ABUTMENT LEAKAGE	None observed	X		
	2. FOUNDATION SEEPAGE	None observed	X		
	3. SLIDE, SLOUGH, SCARP	None observed	X		
	4. WEIRS	None observed	X		
	5. DRAINAGE SYSTEM	Unknown status	X		
	6. INSTRUMENTATION	None observed	X		
	7. VEGETATION	Deadfall, brush, and trees		X	
	8. ACCESSIBILITY	Limited accessibility due to vegetated and steep slopes.		X	
9. DOWNSTREAM HAZARD DESCRIPTION	Bells Neck Road roughly 0.4 miles downstream has residential houses. Route 28 crosses Herring River 2 miles from dam.		X		
10. DATE OF LAST EAP UPDATE	N/A				

ADDITIONAL COMMENTS: _____

NAME OF DAM: North Harwich Reservoir Dam STATE ID #: N/A
 INSPECTION DATE: May 20, 2021 NID ID #: MA02423

MISCELLANEOUS

AREA INSPECTED	CONDITION	OBSERVATIONS	
MISC.	1. RESERVOIR DEPTH (AVG)	Unknown	
	2. RESERVOIR SHORELINE	Undeveloped and densely wooded; potential saddle dikes at east side of reservoir	
	3. RESERVOIR SLOPES	Slopes appear gradual around the impoundment perimeter	
	4. ACCESS ROADS	Dirt access road.	
	5. SECURITY DEVICES	None observed	
	6. VANDALISM OR TRESPASS	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	WHAT: Public Access
	7. AVAILABILITY OF PLANS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DATE:
	8. AVAILABILITY OF DESIGN CALCS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DATE:
	9. AVAILABILITY OF EAP/LAST UPDATE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DATE: EAP not required
	10. AVAILABILITY OF O&M MANUAL	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DATE: None
	11. CARETAKER/OWNER AVAILABLE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE: May 20,2021
	12. CONFINED SPACE ENTRY REQUIRED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PURPOSE:

ADDITIONAL COMMENTS: _____

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

PRIMARY SPILLWAY

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
PRIMARY SPILLWAY	SPILLWAY TYPE	Stop log controlled	X		
	WEIR TYPE	Overflow weir	X		
	SPILLWAY CONDITION	The intake headwall was submerged and prohibited a full viewing of the structure. Aquatic growth was observed below the waterline on both the upstream and downstream headwalls. The corrugated metal discharge pipe is 38 inches wide and 34 inches tall and generally appeared to be free of debris.		X	
	TRAINING WALLS	The spillway channel walls along the left and right sides of the corrugated discharge piper were exposed with deterioration. Three feet from the top of the downstream headwall, scour was observed one foot deep into both downstream training walls.		X	X
	SPILLWAY CONTROLS AND CONDITION	Stop logs appear fair; water flow prohibited a full viewing		X	
	UNUSUAL MOVEMENT	None observed		X	
	APPROACH AREA	Appears clear		X	X
	DISCHARGE AREA	Appears clear		X	
	DEBRIS	Debris was not observed within the intake or outlet pipe.		X	
	WATER LEVEL AT TIME OF INSPECTION	5.41±			X

ADDITIONAL COMMENTS:

NAME OF DAM: North Harwich Reservoir Dam STATE ID #: N/A
 INSPECTION DATE: May 20, 2021 NID ID #: MA02423

OUTLET WORKS

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
OUTLET WORKS	TYPE	Fish ladder		X	
	INTAKE STRUCTURE	Aluminum intake		X	
	TRASHRACK	Aluminum intake acts as a trash rack.		X	
	PRIMARY CLOSURE	N/A		X	
	SECONDARY CLOSURE	N/A		X	
	CONDUIT	Concrete channel walls, concrete floor, with timber and concrete baffles.		X	
	OUTLET STRUCTURE/HEADWALL	Concrete with slots for stop logs		X	
	EROSION ALONG TOE OF DAM	None observed		X	
	SEEPAGE/LEAKAGE	None observed		X	
	DEBRIS/BLOCKAGE	None observed		X	
	UNUSUAL MOVEMENT	None observed		X	
	DOWNSTREAM AREA	Clear		X	
	MISCELLANEOUS	The fish ladder extends 88 feet from the downstream channel to the reservoir. The fish ladder is about 5 feet wide but flow is constrained through the baffles and the downstream end of the fish ladder. An electronic fish counter is installed on the upstream end of the ladder.			X

ADDITIONAL COMMENTS: Scour, 1-foot deep by 10 inches tall by 1-foot wide was observed at the left downstream training wall of the fish ladder adjacent to the sheet pile wall. The footbridge crossing above the fish ladder was constructed from steel sheet piles and wooden planks. The timber posts for the footbridge were rotting at the exposed ends of the posts.

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

CONCRETE/MASONRY DAMS

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
GENERAL	TYPE	NOT APPLICABLE TO THIS STRUCTURE			
	AVAILABILITY OF PLANS				
	AVAILABILITY OF DESIGN CALCS				
	PIEZOMETERS				
	OBSERVATION WELLS				
	INCLINOMETERS				
	SEEPAGE GALLERY				
	UNUSUAL MOVEMENT				

ADDITIONAL COMMENTS: _____

NAME OF DAM: North Harwich Reservoir Dam STATE ID #: N/A
 INSPECTION DATE: May 20, 2021 NID ID #: MA02423

CONCRETE/MASONRY DAMS (CREST)

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
CREST	TYPE	<div data-bbox="814 607 1766 1029" data-label="Text"> <p>NOT APPLICABLE TO THIS STRUCTURE</p> </div>			
	SURFACE CONDITIONS				
	CONDITIONS OF JOINTS				
	UNUSUAL MOVEMENT				
	HORIZONTAL ALIGNMENT				
	VERTICAL ALIGNMENT				

ADDITIONAL COMMENTS: _____

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

CONCRETE/MASONRY DAMS (DOWNSTREAM FACE)

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
D/S FACE	TYPE	NOT APPLICABLE TO THIS STRUCTURE			
	SURFACE CONDITIONS				
	CONDITIONS OF JOINTS				
	UNUSUAL MOVEMENT				
	ABUTMENT CONTACT				
	LEAKAGE				

ADDITIONAL COMMENTS: _____

NAME OF DAM: North Harwich Reservoir Dam

STATE ID #: N/A

INSPECTION DATE: May 20, 2021

NID ID #: MA02423

CONCRETE/MASONRY DAMS (UPSTREAM FACE)

AREA INSPECTED	CONDITION	OBSERVATIONS	NO ACTION	MONITOR	REPAIR
U/S FACE	TYPE SURFACE CONDITIONS CONDITIONS OF JOINTS UNUSUAL MOVEMENT ABUTMENT CONTACTS	NOT APPLICABLE TO THIS STRUCTURE			

ADDITIONAL COMMENTS: _____

APPENDIX C
Previous Reports and References
North Harwich Reservoir Dam
Harwich, Massachusetts

PREVIOUS REPORTS AND REFERENCES

The following is a list of reports that were located during the file review, or were referenced in previous reports.

1. "Herring River Dam Phase I Inspection/Evaluation Report," Town of Harwich Engineering Department, August 25, 2009.

The following references were utilized during the preparation of this report and the development of the recommendations presented herein:

1. "Design of Small Dams", United States Department of the Interior Bureau of Reclamation, 1987.
2. "ER 110-2-106 - Recommended Guidelines for Safety Inspection of Dams", Department of the Army, September 26, 1979.
3. "Guidelines for Reporting the Performance of Dams" National Performance of Dams Program, August 1994.
4. 302 CMR: Department of Conservation and Recreation Section 10.00 Dam Safety.



APPENDIX D
Common Dam Safety Definitions
North Harwich Reservoir Dam
Harwich, Massachusetts

COMMON DAM SAFETY DEFINITIONS

For a comprehensive list of dam engineering terminology and definitions refer to 302 CMR10.00 Dam Safety, or other reference published by FERC, Dept. of the Interior Bureau of Reclamation, or FEMA. Please note should discrepancies between definitions exist, those definitions included within 302 CMR 10.00 govern for dams located within the Commonwealth of Massachusetts.

Orientation

Upstream – Shall mean the side of the dam that borders the impoundment.

Downstream – Shall mean the high side of the dam, the side opposite the upstream side.

Right – Shall mean the area to the right when looking in the downstream direction.

Left – Shall mean the area to the left when looking in the downstream direction.

Dam Components

Dam – Shall mean any artificial barrier, including appurtenant works, which impounds or diverts water.

Embankment – Shall mean the fill material, usually earth or rock, placed with sloping sides, such that it forms a permanent barrier that impounds water.

Crest – Shall mean the top of the dam, usually provides a road or path across the dam.

Abutment – Shall mean that part of a valley side against which a dam is constructed. An artificial abutment is sometimes constructed as a concrete gravity section, to take the thrust of an arch dam where there is no suitable natural abutment.

Appurtenant Works – Shall mean structures, either in dams or separate therefrom, including but not be limited to, spillways; reservoirs and their rims; low level outlet works; and water conduits including tunnels, pipelines, or penstocks, either through the dams or their abutments.

Spillway – Shall mean a structure over or through which water flows are discharged. If the flow is controlled by gates or boards, it is a controlled spillway; if the fixed elevation of the spillway crest controls the level of the impoundment, it is an uncontrolled spillway.

Size Classification

(as listed in Commonwealth of Massachusetts, 302 CMR 10.00 *Dam Safety*)

Large – structure with a height greater than 40 feet or a storage capacity greater than 1,000 acre-feet.

Intermediate – structure with a height between 15 and 40 feet or a storage capacity of 50 to 1,000 acre-feet.

Small – structure with a height between 6 and 15 feet and a storage capacity of 15 to 50 acre-feet.

Non-Jurisdictional – structure less than 6 feet in height or having a storage capacity of less than 15 acre-feet.



North Harwich Reservoir Dam

Hazard Classification

(as listed in Commonwealth of Massachusetts, 302 CMR 10.00 *Dam Safety*)

High Hazard (Class I) – Shall mean dams located where failure will likely cause loss of life and serious damage to home(s), industrial or commercial facilities, important public utilities, main highway(s), or railroad(s).

Significant Hazard (Class II) – Shall mean dams located where failure may cause loss of life and damage to home(s), industrial or commercial facilities, secondary highway(s) or railroad(s), or cause the interruption of the use or service of relatively important facilities.

Low Hazard (Class III) – Dams located where failure may cause minimal property damage to others. Loss of life is not expected.

General

EAP – Emergency Action Plan - Shall mean a predetermined plan of action to be taken to reduce the potential for property damage and/or loss of life in an area affected by an impending dam break.

O&M Manual – Operations and Maintenance Manual; Document identifying routine maintenance and operational procedures under normal and storm conditions.

Normal Pool – Shall mean the elevation of the impoundment during normal operating conditions.

Acre-foot – Shall mean a unit of volumetric measure that would cover one acre to a depth of one foot. It is equal to 43,560 cubic feet. One million U.S. gallons = 3.068 acre feet

Height of Dam – Shall mean the vertical distance from the lowest portion of the natural ground, including any stream channel, along the downstream toe of the dam to the crest of the dam.

Spillway Design Flood (SDF) – Shall mean the flood used in the design of a dam and its appurtenant works particularly for sizing the spillway and outlet works, and for determining maximum temporary storage and height of dam requirements.

Condition Rating

Unsafe - Major structural, operational, and maintenance deficiencies exist under normal operating conditions.

Poor - Significant structural, operational and maintenance deficiencies are clearly recognized for normal loading conditions.

Fair - Significant operational and maintenance deficiencies, no structural deficiencies. Potential deficiencies exist under unusual loading conditions that may realistically occur. Can be used when uncertainties exist as to critical parameters.

Satisfactory - Minor operational and maintenance deficiencies. Infrequent hydrologic events would probably result in deficiencies.

Good - No existing or potential deficiencies recognized. Safe performance is expected under all loading including SDF.



APPENDIX E
Visual Dam Inspection Limitations
North Harwich Reservoir Dam
Harwich, Massachusetts

VISUAL DAM INSPECTION LIMITATIONS

Visual Inspection

1. The assessment of the general condition of the dam is based upon available data and visual inspections. Detailed investigations and analyses involving topographic mapping, subsurface investigations, testing and detailed computational evaluations are beyond the scope of this report.
2. In reviewing this report, it should be realized that the reported condition of the dam is based on observations of field conditions at the time of inspection, along with data available to the inspection team.
3. In cases where an impoundment is lowered or drained prior to inspection, such action, while improving the stability and safety of the dam, removes the normal load on the structure and may obscure certain conditions, which might otherwise be detectable if inspected under the normal operating environment of the structure.
4. It is critical to note that the condition of the dam depends on numerous and constantly changing internal and external conditions, and is evolutionary in nature. It would be incorrect to assume that the present condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can there be any chance that unsafe conditions be detected.

Use of Report

1. The applicability of other environmental permits (ie., NOI, PGP, Water Quality Certificate, etc.) needs to be determined prior to undertaking maintenance activities that may occur within resource areas under the jurisdiction of MADEP, the local conservation commission or other regulatory agency.
2. This report has been prepared for the exclusive use of the Town of Harwich for specific application to the North Harwich Reservoir Dam in accordance with generally accepted engineering practices. No other warranty, expressed or implied, is made.
3. This report has been prepared for this project by Pare. This report is for preliminary evaluation purposes only and is not necessarily sufficient to support design or repairs or recommendations or to prepare an accurate bid.

