

**SELECTMEN'S MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall  
732 Main Street, Harwich, MA  
Executive Session 5:45 P.M.  
Regular Meeting 6:30 P.M.  
Monday, November 22, 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. 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.

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

**V. CONSENT AGENDA**

- A. Vote to approve a Caleb Chase request in the amount of \$1000.00

**VI. NEW BUSINESS**

- A. Update from Brain Scheld on the Harwich fund
- B. Annual Committee Meetings:
  - a. Harwich Cultural Council
  - b. Finance Committee
- C. Presentation of the current financial assessment of the town in preparation for the 2022 Annual Town Meeting
- D. Discussion and possible vote on the development of a general policy statement to guide the Town Administrator in developing the budget requests for Fiscal Year 2023
- E. Discussion and possible vote to support the proposed amendments to Section VII and Section IX of the Monomoy Regional School District Agreement
- F. Discussion and possible vote to approve the proposed draft proclamation for the 8<sup>th</sup> Grade Blue Team D-block Civics class Project Citizen with Rob Mador of Bridges for the Fallen
- G. Discussion and possible vote to approve the private plow rate change as recommended by the Town Administrator
- H. Discussion and possible vote to approve the event application for Christmas in Harwich – December 3, 4 and 5, 2021 – *Pending Building Department Approval*
- I. Discussion and possible vote to authorize the Chair to sign the Recycling Dividends Program grant in the amount of \$9,900
- J. Update from the Town Administrator in regards to the tax liability working group

**VII. OLD BUSINESS**

- A. Updates from the Town Administrator:
  - 1. 5 Bells Neck Road
  - 2. 203 Bank Street
  - 3. 0 Seth Whitefield Road
  - 4. 77 Willow Street
  - 5. Pleasant Lake Avenue Project
  - 6. 276 Queen Anne Road
- B. Update, discussion and possible vote on 2022 Community Preservation Committee (CPC) application - H3 Beautify Harwich Center

**VIII. CONTRACTS**

- A. Discussion and possible vote to approve a contract with Motorola Solutions for \$177,400.90 for the purchase of portable radios for the police and fire departments.
- B. Discussion and possible vote to approve the agreement for professional engineering services for Comprehensive Wastewater Management Plan (CWMP) Revisions by GHD for \$229,000.00
- C. Discussion and possible vote to approve the agreement for professional engineering services for Route 28 Sewer Main Design by GHD for \$192,546.00

**IX. TOWN ADMINISTRATOR'S REPORT**

**X. SELECTMEN'S REPORT**

**XI. CORRESPONDENCE**

**XII. 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:**

\_\_\_\_\_  
Danielle Delaney, Executive Assistant

**Posted by:** \_\_\_\_\_

Town Clerk

**Date:** \_\_\_\_\_

November 18, 2021

# **NEW BUSINESS**



**ANNUAL**  
**COMMITTEE**  
**PRESENTATIONS**



## **Board of Selectman Report 2021**

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The Harwich Cultural Council (HCC) is a town-appointed committee with a goal to enrich the cultural lives of our citizens. We are one of 329 local councils who are charged with allocating grant funds for community-based projects, as well as ticket subsidies for our students and seniors to theaters, museums, and educational venues in the arts, humanities, and interpretive sciences. The HCC is annually funded in part by the Massachusetts Cultural Council (MCC) and by the Town of Harwich. Additionally, HCC fundraising and private gifts provide us with discretionary monies which can be used for programs, activities, and events that meet MCC and HCC criteria.

### **The Committee**

The Harwich Cultural Council, with a maximum of nine members, has seven active members with two vacancies. As of September, we resumed in-person meetings, held monthly on the second Thursday of the month at 4:00 p.m. at the Harwich Cultural Center.

The HCC elected Bernadette Waystack as Chair, Christine Banks as Treasurer and Sharon Moore as Grants Coordinator last spring. Dinah Lane was re-elected Secretary. Additional council members at this time include Peter Hollis, Jackie Leach and Nina Schuessler. Member Charles Barnes has stepped down to pursue other areas of service with our thanks for his time on the council. Due to term limits, Tina Games has completed 6 years and is no longer eligible to serve. Our profound gratitude must be noted for her years of leadership on all fronts.

### **Grant Awards**

Our local cultural grants program continues to be our main focus and we are always looking for new and innovative ways to get the word out to members of our community. This year the Mass Cultural Council instituted a new platform for applying and reviewing grants, "Smart Simple". All applications are now online only and the process, while still being worked out, has proved to be user-friendly for both council members and applicants.

We have instituted social media accounts on Facebook and Instagram in order to expand our outreach and communications to the community in as many ways as possible. With some COVID restrictions easing, we look forward the opportunity for more events and programs returning to live, in-person experiences. Council members hope to resume attending such events and hosting an awards reception in the near future as well.

For fiscal year 2022, the Harwich Cultural Council received 23 grant applications totaling \$14,725 in funding requests. We have begun the review process to determine which projects meet the HCC criteria for funding and will best serve the community of Harwich and its cultural needs. We will conclude in early December with deliberations over which projects meet our criteria and

the amounts to be funded. Applications have been submitted in all three of the categories which fall under our requirements – arts, humanities, and interpretive sciences. Successful candidates for FY22 awards to be funded will be notified in writing before mid-February and will have one full year to complete their program, project or event.

### **Goals for 2022**

- Finalization of the Cultural District designation for Harwich Port and Harwich Center is back on track with MCC. The HCC will continue to partner with the Town of Harwich and the Harwich Chamber of Commerce on this with an eye towards it becoming official in the spring of 2022.
- It is our hope to resume the annual grant receptions in person at the Harwich Cultural Center to honor both our past 2020/2021 and present grant recipients. Grantees are typically asked to give an overview of their projects at that time.
- The HCC eventually will continue with exploration of new fundraising opportunities and will work in collaboration with local artists.
- The HCC will continue its efforts to increase public awareness of cultural activities in our town through a variety of marketing approaches, including our Facebook and Instagram pages, and through collaborations with the Harwich Cultural Center, Harwich Chamber of Commerce and Channel 18.
- Our annual grants information session has become a comprehensive video webinar presented by the MCC on their new “Smart Simple” platform. It is available at any time on our website and will be updated for next year’s grant cycle as needed.

Respectfully submitted by:

*Bernadette Waystack, Chair  
Harwich Cultural Council  
November 18, 2021*

# Finance Committee Annual Report

November 22, 2021

In the Town of Harwich, it is the Finances Committee's responsibility to receive, review, analyze and make recommendations to the citizens of Harwich at the Annual Town Meeting on the Budgets and Warrant Articles received from the Selectman and the Town Administrator. The various budgets consist of the Town Operating Budget, Schools (both Monomoy Regional School District and Cape Cod Regional Technical School), Water/Wastewater budget and all Warrant Articles (both monetary and non-monetary).

During the Budget Cycle the Finance Committee holds Public Meetings and Public Hearings on the various Budgets and Warrant Articles. The Finance Committee may at times invite Department Heads and Warrant Articles holders in for further explanation on their Budgets and Warrant Article requests.

- Committee members: Karen Doucette, Mark Ameres, Daniel Tworek, Angelo La Mantia, Thomas Sherry, Dale Kennedy (Clerk), Brian Weiner (Vice-Chair), Jon Chorey (Chair). Currently there is one opening and working with Town Moderator on this.
- All members are sworn in and have completed State Ethics Training.
- The Finance Committee's responsibilities do not require review/updating currently.
- Member attendance at meetings has been good. We have not cancelled any meetings due to a lack of a quorum.
- All meeting Agendas (with back-up material) have been posted and we are up to date with posting of minutes.

## Discussion Topics

- Uncollected Property Taxes
- Approved but unspent Warrant Articles
- A plan on the use, and continued use of the Cultural Center

I realize that this meeting is not the time to discuss these topics in detail. I also realize that there is currently progress being made on 2 of these topics; those being Uncollected Property Taxes and Approved but unspent Warrant Articles. On the third topic. "A plan on the use and continued use of the Cultural Center". I believe we are currently in; year 4 of a 5 year "study on the use of the Cultural Center". The Finance Committee has not seen a plan on the use of the Cultural Center. This coming Budget Fiscal Year 2023 the Town is asking for Capital for the Cultural Center of \$230,000.00 for a generator and boiler. In Fiscal Year 2025 the Town is asking for \$200,000.00 for windows and in Fiscal Year 2026 the Town is asking for \$200,000.00 for additional windows.

The Finance Committee feels that this needs to be discussed further with clear goals and objectives for the Cultural Center.

I have attached a couple of Excel worksheet forms for the Finance Committee and eventually the Citizens of Harwich to better understand the first 2 topics

Respectfully submitted,

Jon Chorey

Chair Finance Committee

## Uncollected Property Taxes

TREND CHART - UNCOLLECTED PROPERTY TAXES (month by month)												
(month/calendar year)>	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Total Unpaid Tax												
Number of Tax Bills Unpaid												
Total Unpaid Interest												
Total Unpaid Fees/Penalties												
Number of Overdue Bills "Paid in Full"												
Number of Parcels with tax liens												
Number of Parcels in Foreclosure Process												
Number of Parcels with Owners Unknown												
Number of Parcels with Unknown Location												
Number of Miscellaneous Parcels												

**NOTES:** these numbers can be color-coded to show how they are trending month to month  
 Example: **RED** - trending up (getting worse), **GREEN** - trending down (getting better), **BLACK** - no change



## Uncollected Property Taxes

Term	Definition (Validate definitions with Treasurer/Collector - Amy Bullock)
Parcel	Parcel unique identifier
Location (Address)	Parcel address
Owner Name	Parcel owner
Property Type	Land or Building
Tax Due	Overdue tax amount due
Interest Due	??% of interest applied since Tax Late Date
Fees Due	Attorney Fees, Penalty Fees
Tax Late Date	The date taxes were deemed late
Total Due	Equals = Tax Due + Interest Due + Fees Due
Actions Taken	<p>Steps Treasurer/Collector will take to collect overdue taxes: (Refer to a published tax policy, assuming these are the steps Amy is following??) For example, Step 1: Final Notice Sent , Step 2: Tax Lien on Parcel, Step 3: Sent to Attorney to Begin Forclosure, Step 4: Foreclosure Started, Step 5: Foreclosure Completed, etc.....</p> <p>List each official action taken on a parcel and the date the specific action was taken</p>
Owners Unknown	??
Miscellaneous Parcels	??
Location Unknown	??



**Approved But Unspent Warrant Articles**

SUMMARY - TOTAL APPROVED BUT UNSPENT WARRANT ARTICLES					
DEPT NAME	DEPT HEAD NAME	TOTAL \$ AMOUNT APPROVED	TOTAL \$ AMOUNT SPENT TO DATE	TOTAL \$ ENCUMBRANCES	TOTAL \$ UNSPENT TO DATE
Cemetary					
Golf					
Historical					
Library					
Police					
Fire					
Public Works					
Waste Water					

## Approved But Unspent Warrant Articles

TREND CHART - APPROVED BUT & UNSPENT WARRANT ARTICLES (month by month)													
	TOTAL \$ AMOUNT APPROVED	TOTAL UNSPENT TO DATE											
		Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
<b>Cemetary</b>													
ATM <date> <article #>													
ATM <date> <article #>													
ATM <date> <article #>													
<b>Cemetary TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Golf</b>													
ATM <date> <article #>													
ATM <date> <article #>													
ATM <date> <article #>													
<b>Golf TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Historical</b>													
ATM <date> <article #>													
ATM <date> <article #>													
ATM <date> <article #>													
<b>Historical TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Library</b>													
ATM <date> <article #>													
ATM <date> <article #>													
ATM <date> <article #>													
<b>Library TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Police</b>													
ATM <date> <article #>													
ATM <date> <article #>													
ATM <date> <article #>													
<b>Police TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Fire</b>													





Approved But Unspent Warrant Articles

Term	Definition (Review with Carol Coppola)
Encumbrances	??
ATM	Annual Town Meeting
Add all terms from prior spreadsheets	

# 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

CC: Meggan M. Eldredge, Assistant Town Administrator  
Carol Coppola, Finance Director

RE: Current financial assessment of the town

DATE: Monday, November 22, 2021

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The purpose of this memorandum is to provide the Board of Selectmen with a current financial assessment of the town to assist the Board in the development of a general policy statement to guide me in developing budget requests for the ensuing fiscal year.

### ***Estimated revenues***

The town's assumptions regarding General Fund revenues for Fiscal Year 2022 are on track based on data available for the first quarter of the fiscal year. The town brought in 29% of general fund revenues in Q1 (July, August, September) and data for October and November (as of 11/15/21) show the town is trending towards reaching 50% of our goal as we near the midpoint of the fiscal year.

### ***Budget planning against anticipated headwinds***

As you know, operating budgets for the town (comprised mainly of departmental and/or program groups supporting the everyday activities of the town) consist of personnel costs (salaries/wages) and operating expenses (expenses). Generally speaking, personnel costs account for roughly 73% of the overall departmental operating budget.

The town is presently in negotiations with all eight (8) of the collective bargaining associations with six of the eight agreements expiring on June 30, 2022. As such, I recommend that salaries and wages be established during the budgeting process at the present base levels. This will also impact on non-union employees covered by the Personnel Bylaws.

Other salary elements such as longevity rates and step increases will remain at the levels at which they were bargained.

Based on the unknown impact of the collective bargaining process on salaries and wages and being aware of several budgetary "headwinds" (which I will reference ahead), I recommend that departmental operating expenses be level funded during the budgeting process.

As you may recall from the past two years' budgeting processes, I rely upon the Department of Revenue's definition of a level funded budget which is:

*"A "level funded" budget appropriates the same amount of money to each municipal department and is tantamount to a budget cut (reduction) from the prior year appropriation. Even under level funding, however, increases in mandated costs and other fixed expenses must be covered, usually at the expense of the general government operating budget." Source: Department of Revenue, Technical Services*

### ***Anticipated headwinds***

As we approach our Annual Town Meeting, there are several budgetary impacts either from past years' votes or current events that will impact on the overall budget over which the town may exercise little or no control. Such headwinds include:

- **Debt exclusions from past years** – one example is the debt related to the Phase II construction related to the CWMP which will impact on Fiscal Year 2023 as well as future years;
- **Increases in municipal health insurance rates** – I am taking a conservative approach to the rate growth assumption after consulting with our Finance Director. We plan on a 6% increase in health insurance rates which will be determined within this fiscal year by the Cape Code Municipal Health Group of which the town is a member;
- **Public education assessments-** While we have been discussing the assessment mechanism of the Monomoy Regional School District wherein we have experienced rapid growth in Harwich's assessment over the years, we now anticipate an increase in the town's assessment for the Cape Cod Regional Vocational School District's budget in Fiscal Year 2023;
- **External impacts** – We know that our local economy as well as the national economy is facing inflation at rates not seen in thirty years as well as one of the tightest job markets in years. Additionally, as the workforce population ages and reaches retirement, we may see a double-edged impact with more retirees making Harwich their year-round home (therein increasing the need for services) as well as more Harwich employees retiring (therein creating vacancies in a tight labor market).

I hope this preliminary assessment is helpful to the Board as you progress to the discussion of a general policy statement to guide the budget development process over the coming weeks.

Thank you for your consideration.

Monomoy Regional  
School District  
Agreement Proposed  
Amendments

The following document,  
Regional Agreement as  
approved 8 11 21, is the Redline  
draft of proposed changes to  
Section VII and IX.



**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 "~~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 ~~en~~configurationconfigurations 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 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 15<sup>th</sup>, 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 to the



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 1<sup>st</sup>, 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~~Town 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~~ 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 1<sup>st</sup> 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

**Monomoy Regional School Committee**

\_\_\_\_\_  
~~Nancy Scott, Chair~~

\_\_\_\_\_  
~~Nancy Scott, Chair~~

**Harwich Board of Selectmen**

\_\_\_\_\_  
Michael D. MacAskill, Chair

\_\_\_\_\_  
Mary E. Anderson, Clerk

\_\_\_\_\_  
Larry G. Ballantine, Member

\_\_\_\_\_  
Donald F. Howell, Member

\_\_\_\_\_  
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**

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**Jeffrey Riley, Commissioner**

The following document,  
Regional Agreement Proposed  
Changes, explains the proposed  
changes to Section VII and IX.

## 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 16I, 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 1<sup>st</sup>, 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 assess 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~~ 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 15<sup>th</sup>, 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 to



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 townmember 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 1<sup>st</sup>, 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 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~~ 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 1<sup>st</sup> 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's~~ 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. ~~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. 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 ~~XVIII~~XVI (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~~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 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 Nicastro, Member

\_\_\_\_\_  
Jeffrey S. Dykens, Member

**Monomoy Regional School Committee**

\_\_\_\_\_  
~~Nancy Scott, Chair~~

\_\_\_\_\_  
~~Nancy Scott, Chair~~

**Harwich Board of Selectmen**

\_\_\_\_\_  
Michael D. MacAskill, Chair

\_\_\_\_\_  
Mary E. Anderson, Clerk

\_\_\_\_\_  
Larry G. Ballantine, Member

\_\_\_\_\_  
Donald F. Howell, Member

\_\_\_\_\_  
Meredith Henderson, Vice Chair



**Department of Elementary and Secondary Education**

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**Jeffrey Riley, Commissioner**

Joseph Auciello, Member

Tina Games, Member

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Danielle Tolley, Member

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Terry Russell, Member

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Jackie Zibrat-Long, Member

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Sharon Stout, Member





### A PROCLAMATION

**WHEREAS** Two years ago the Grade 8 Blue Team D-block Civics class at Monomoy Regional High School chose veterans issues as their topic for Project Citizen. Project Citizen is a national program where a class takes on an issue, researches it, develops a class policy, and tries to get the policy enacted.

**WHEREAS** The class met with Rob Mador of Bridges for the Fallen, a local organization that has worked to honor veterans all over the country.

**WHEREAS** The class chose to pursue the naming of the Route 6/137 bridge in Harwich as the Hidden Wounds Memorial Bridge, in honor and recognition of all those who have suffered from Post-Traumatic Stress Disorder, Traumatic Brain Injury, Depression, Anxiety, and other unseen ailments, especially as a result of service in the military and public safety occupations.

**NOW,  
THEREFORE,** do hereby urge all the residents of our community to join with us in proclaiming our appreciation of Mr. John Dickson's, Grade 8 Team D-block Civics class and Mr. Mador of the Bridges for the Fallen Organization for their commitment to those suffering and who have suffered from hidden wounds; and increasing awareness of these wounds through increased education and awareness and that the Route 137 bridge will be a reminder to all of their sacrifice.

Given this day of:

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Harwich Board of Selectmen

**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

CC: Meggan M. Eldredge, Assistant Town Administrator  
Carol Coppola, Finance Director

RE: Rate increases for snow plow contractors

DATE: Monday, November 22, 2021

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This memorandum serves as a cover memo ahead of the Public Work Director's memo (attached) on increasing plow rates for the 2021-2022 season.

I met with the DPW Director and Finance Director to review and discuss the proposed rate increases. I recommend the Board adopt the proposed rate schedule as outlined by the Director.

Thank you.





# TOWN OF HARWICH

## DEPARTMENT OF PUBLIC WORKS


273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

### MEMORANDUM

**TO:** Joe Powers, Town Administrator

**FROM:** Lincoln S. Hooper, Director 

**DATE:** November 15, 2021

**RE:** Request for an Increase in Private Plow Rates

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As we prepare for the upcoming winter each year we contact the private contractors that worked for Harwich the past year to see if they are interested in returning. As a result of that exercise, staff has brought to my attention that our private plow rates are significantly lower than surrounding communities (see attached 2021 – 2022 Snow Removal Hired Contractors Rate Comparison). Further, the last increase in plow rates was voted by the Board at my request in November 2017. Base on this information, I recommend that the Board of Selectmen vote the attached Snow Removal Proposed Hourly Rates 2021-2022 schedule.

As you have probably heard in the news, there is currently a plow driver shortage. I attribute that fact to many reasons including the milder winters we are having (less work), the increased insurance requirements (more money) and the increased price of fuel (more money). Although increasing the rates will not address these systemic problems, it should help retain most of our current contractors. Thus far we appear to be down five contractors, but won't know the actual number until the rates are set for the season and we have contracts in place.

I cannot stress the importance of our private plow fleet enough. Although we handle sanding calls entirely in-house with staff, it would be impossible for us to plow 482 public roads (142 miles) and 360 private roads (approximately 60 miles) without our hired plow fleet. I believe this rate increase would be a signal to them that the Town values the job they do and wants to retain their services in the future.

Thank you for your consideration in this matter.

Attachments: Snow Removal Hired Contractors Rate Comparison 2021 – 2022 Season  
Snow Removal Proposed Hourly Rates



# TOWN OF HARWICH

## DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

### TOWN OF HARWICH

### SNOW REMOVAL PROPOSED HOURLY RATES 2021-2022

#### PLOWS

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT RATE</u>	<u>PROPOSED INCREASE</u>	<u>PROPOSED RATE</u>
A	PICKUP W/ 8' PLOW	\$78.00	+\$12.00	\$90.00
B	1 TON W/ 8' PLOW	\$80.00	+\$15.00	\$95.00
C	1 TON W/ 9' PLOW	\$90.00	+\$10.00	\$100.00
D	F600/F800= 10' PLOW	\$97.00	+\$18.00	\$115.00
E	F800= 11' PLOW	\$111.00	+\$9.00	\$120.00
F	TEN WHEELER	\$122.00	+\$13.00	\$135.00

#### LOADERS

<u>CATEGORY</u>	<u>CURRENT RATE</u>	<u>PROPOSED INCREASE</u>	<u>PROPOSED RATE</u>	
I	BOBCAT/UNILOADER	\$ 86.00	+\$14.00	\$100.00
J	LOADER 1.5 YD	\$ 110.00	+\$15.00	\$125.00
K	LOADER 2.5 YD	\$ 130.00	+\$15.00	\$145.00
L	LOADER 3 YD	\$ 140.00	+\$10.00	\$150.00
M	LOADER 4 YD	\$ 145.00	+\$15.00	\$160.00
N	LOADER 5 YD	\$ 150.00	+\$10.00	\$160.00



# SNOW REMOVAL HIRED CONTRACTORS RATE COMPARISON

2021-2022 SEASON

VEHICLE	PLOW SIZE	BARNSTABLE HOURLY RATE	BREWSTER HOURLY RATE	CHATHAM HOURLY RATE	DENNIS HOURLY RATE	AVERAGE HOURLY RATE	PROPOSED RATE	HARWICH HOURLY RATE	RECOMMEND INCREASE
PICKUP TRUCK	8'	\$90.00	\$90.00	\$85.00	\$95.00	\$90.00	\$90.00	\$78.00	\$12.00
1 TON	8'	\$90.00	\$90.00	\$85.00	\$100.00	\$91.25	\$95.00	\$80.00	\$15.00
1 TON	9'	\$99.00	\$95.00	\$92.00	\$105.00	\$97.75	\$100.00	\$90.00	\$10.00
SKID STEER		\$100.00	\$110.00	\$86.00	\$103.00	\$99.75	\$100.00	\$86.00	\$14.00
6 WHEEL	10'	\$120.00	\$110.00	\$98.00	\$115.00	\$110.75	\$115.00	\$97.00	\$18.00
6 WHEEL	11'	\$126.00	\$110.00	\$107.00	\$120.00	\$115.75	\$120.00	\$111.00	\$9.00
LOADER 1.5 CY	*	\$107.00	\$145.00			\$126.00	\$125.00	\$110.00	\$15.00
10 WHEEL	11'-12'	\$143.50	\$130.00	\$124.00	\$136.00	\$133.38	\$135.00	\$122.00	\$13.00
LOADER 2.5 CY	*	\$137.50	\$145.00		\$160.00	\$147.50	\$145.00	\$130.00	\$15.00
LOADER 3 CY	*	\$125.50	\$160.00	\$151.00	\$160.00	\$149.13	\$150.00	\$140.00	\$10.00
LOADER 4 CY	*	\$162.50	\$160.00	\$151.00	\$160.00	\$158.38	\$160.00	\$145.00	\$15.00
LOADER 5 CY	*	\$162.50	\$160.00	\$151.00	\$160.00	\$158.38	\$160.00	\$150.00	\$10.00

\* Barnstable Loader Rates = loader rate + addition of plow



FORM #7

OFFICE OF THE SELECTMEN  
732 MAIN STREET  
HARWICH, MA 02645  
Telephone: (508) 430-7513

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

Christmas In Harwich  
 OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS Harwich Chamber of Commerce PHONE 508-430-1165

BUSINESS ADDRESS 1 Schoolhouse Road Harwich Port, MA 02646

MAILING ADDRESS 1 Schoolhouse Road, Harwich Port, MA 02646

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED Christmas Tree lighting

and Stroll Friday, Dec 31st, 2021 - 5:30pm - 9:00pm Tree lighting  
w/ Pilgrim masonic Lodge - Harwich Elementary school Chorus performs.  
Santa arrives by fire truck 6pm - Brass Regency Band on the porch of  
William Paveis - 6pm-8pm - and Harwich Town Band 6-8pm  
at TD Bank.

Annual cookie walk at Pilgrim Congregational Church

Set up location for Homeless for the holidays in the parking lot  
next to Santa at the Harwich Chamber.

See attached sheet with Full weekend events  
throughout our Seven Villages

(please use reverse side if necessary)

Cyde Williams

Signature of Applicant

Executive Director

Title

04-218-4220

Social Security Number of Federal Identification Number

04-218-4220

Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)



\*\*\*REGULATORY COMPLIANCE FORM\*\*\*

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

K.M.C. 11/15/21  
Police Department Date

\_\_\_\_\_  
Building Commissioner Date

[Signature]  
Recreation & Youth Commission Date

Kathleen O'Neil 11/16/2021  
Board of Health Date

[Signature]  
Fire Department Date

\*\*\*Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.

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For Office Use Only

FEE \_\_\_\_\_ CASH \_\_\_\_\_ CHECK \_\_\_\_\_

FOR \_\_\_\_\_

REVIEWED BY \_\_\_\_\_

DATE LICENSE ISSUED \_\_\_\_\_

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# 2021 HARWICH HAPPENINGS

## Friday, December 3

### **Caroling & Tree Lighting - Doane Park**

Featuring the Harwich Elementary Chorus - 5:30 pm

### **Santa Arrives on Fire Truck**

Outside Visitor Information Center 6:00 pm

### **Visit with Santa - Sponsor Regalcare**

Outside Visitor Information Center 6:00 - 8 pm

### **Homeless for the Holidays**

Harwich Fire & Police collecting toys, food, and cash/gift cards for Toys. 6 - 9 pm

### **Regency Brass Band Concert Sponsored by William Ravies**

On the Porch of William Raveis 6:00 - 8:00 pm

### **Harwich Town Band Concert**

TD Bank 6:00 - 8 pm

### **Christmas Stroll - Harwich Port**

Stroll through Harwich Port businesses for holiday dining, fun, and shopping!

5:30 - 9 pm

### **Annual Cookie Sale**

Outside Pilgrim Congregational Church 5:30 - 8:30 pm

### **Guild of Harwich Artists Annual Ornament Sale**

Guild of Harwich Artists 5:30 - 9:00 pm

## Saturday, December 4

### **Harwich Garden Club Holiday Boutique**

Harwich Community Center 9 am - 1 pm

### **Free Advent Christmas Concert**

First Congregational Church - 3 pm

### **Trolley to Christmas Town - Sponsor The Family Pantry**

Departing Harwich Chamber arriving at The Tern Inn 5 pm - 8 pm

## Sunday, December 5

### **Cape Cod Lighthouse Charter School**

Civil War Exhibit - 12 - 2 pm

### **Trolley to Christmas Town - Sponsor The Family Pantry**

Departing Harwich Chamber arriving at The Tern Inn 5 pm - 8 pm



Visit [www.harwichcc.com](http://www.harwichcc.com) for more details



# 7 Trees for 7 Villages

## December

Lit Dust to 10 pm

### Sponsors:

**KMD  
PLUMBING**

"Where quality comes FIRST."

774-212-2288

P.O. Box 695, Dennisport, Ma 02631



### Tree Locations:

East Harwich - Hinckley's Home Center

Harwich Center - Pilgrim Masonic Lodge

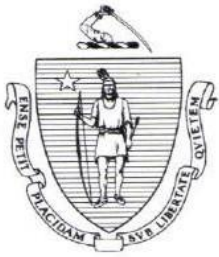
Harwich Port - Harwich Chamber of Commerce

North Harwich - Transfer Station

Pleasant Lake - Cape Cod Technical High School

South Harwich - Newbury Street South Salon and Spa

West Harwich - Chase Library



OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

November 15, 2021

Dear Mr. Joseph Powers,

Congratulations! I am pleased to notify you that the Town of Harwich has been awarded a Recycling Dividends Program grant of \$9,900 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact [Wilfred Mbah](#) if you have any questions.

Governor Charles D. Baker

A handwritten signature in blue ink that reads "Charles Baker".

Lt. Governor Karyn E. Polito

A handwritten signature in blue ink that reads "Karyn E. Polito".





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kathleen A. Theoharides  
Secretary

Martin Suuberg  
Commissioner

November 15, 2021

Joseph Powers  
Interim Town Administrator  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

Dear Mr. Powers,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Harwich Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Harwich has earned 9 points and will receive \$9,900.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling, and waste reduction. We are awarding over \$3.1 million in RDP payments to 226 municipalities in this round of funding. The next application for SMRP funding will be released in April 2022.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the [Recycling IQ Kit](#) and [Recycle Smart MA](#) website and to consult with your MassDEP [Municipal Assistance Coordinator](#) for assistance in implementing these best practices.

To accept your Recycling Dividends Program (RDP) award, please sign and return the attached RDP Contract via email before January 15, 2022. After we receive your signed contract, funds will be sent to your community. Should you have any questions, please email Wilfred Mbah at [Wilfred.Mbah@mass.gov](mailto:Wilfred.Mbah@mass.gov).

The increased challenge of maintaining our vital solid waste and recycling programs during a pandemic underscores the critical role of local government in keeping our communities safe and clean. Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg  
Commissioner

cc: **Lincoln Hooper, DPW Director**

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

Printed on Recycled Paper



## Checklist for Recycling Dividends Program Grant Award

### **This document contains important grant deadlines and requirements**

#### **STEP ONE: EXECUTING THE CONTRACT**

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to [wilfred.mbah@mass.gov](mailto:wilfred.mbah@mass.gov) for processing of payment no later than **January 15, 2022 or funds may be forfeited**. Acceptable forms of signature are:

1. Traditional “wet signature” (ink on paper, scan and email);
2. Electronic signature that is either a hand drawn signature using a mouse or finger if working from a touch screen device; or
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign.

#### **STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY**

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Pre-approved spending of RDP grant funds is listed in the Grant Guidelines. Please follow this list of approved spending; **a municipality is allowed one special spending request per year for an item not found on the approved spending list**. If your municipality intends to spend its grant funds on an item or service not listed, you must contact Wilfred Mbah.
- Be prepared to be audited.

#### **STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE**

- The municipality is required to report all expenditures from the previous calendar year no later than February 15<sup>th</sup>.

Contact [Wilfred Mbah](#) with any questions.



**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)  
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)  
AND THE Town of Harwich (“Municipality”)**

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”). The Municipality has earned a payment of \$9,900.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2021 Grant Guidelines* and number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

**Duration:** The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

**RESPONSIBILITIES OF THE MUNICIPALITY**

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Notification of Buy Recycled Policy:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall continue to send an annual notification during the term of the Grant

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and the *2021 Grant Guidelines* describe in detail the conditions for earning points.

**RDP Payment Brackets**

Trash HH Served	Value of Each Point	Minimum Payment	Maximum Payment
0 - 1,999	\$350	\$2,800	\$9,100
2,000 - 4,999	\$600	\$4,800	\$15,600
5,000 - 7,499	\$1,100	\$8,800	\$28,600
7,500 - 9,499	\$1,300	\$10,400	\$33,800
9,500 - 12,499	\$1,800	\$14,400	\$46,800
12,500 - 16,999	\$3,000	\$24,000	\$78,000
17,000 - 24,999	\$3,500	\$28,000	\$91,000
25,000 - 31,999	\$4,000	\$32,000	\$104,000
32,000 - 99,999	\$6,500	\$52,000	\$169,000
100,000 +	\$10,000	\$80,000	\$260,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 30, 2021 and that these programs fully meet the performance standard set forth in the *2021 Grant Guidelines*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality’s payment was calculated.
8. **Use of Funds:** RDP Payments shall be expended on Approved Expenses listed in the *Grant Guidelines* to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.
9. **Record Keeping:** The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.
10. **Reporting:** By February 15<sup>th</sup> of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. **Environmental Compliance:** The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality’s facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. **Addendums:** Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.



13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:  
(Value of each point) x (Total RDP Points)

a. Solid Waste Program	0
b. Organics	0
c. Bulky Items	2
d. ReUse Points	0
e. Yard Waste	2
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	2
h. Comprehensive Hauler Regulation Adopted	0
i. Enforced Residential Curbside Recycling	0
j. Outreach and Education	0
k. Recycling Center Access	1
l. Textile	0

TOTAL RDP POINTS 9

VALUE OF EACH POINT \$1,100

RDP PAYMENT AMOUNT \$9,900

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

**COMMONWEALTH OF MASSACHUSETTS**

By: \_\_\_\_\_ (Date)  
**John Fischer, Deputy Division Director**  
**Bureau of Air and Waste**  
**Department of Environmental Protection**

Town of Harwich  
VC6000191822

By: \_\_\_\_\_ (Date)  
(Signature and Title)  
\_\_\_\_\_  
(Print Name)

# **OLD BUSINESS**



# 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*

CC: Meggan M. Eldredge, *Assistant Town Administrator*

RE: Update on various town properties

DATE: Monday, November 22, 2021

The purpose of this memorandum is to provide the Board of Selectmen with a status update relating to several town-owned properties, including:

1. 5 Bells Neck Road
2. 203 Bank Street
3. 0 Seth Whitefield Road
4. 77 Willow Street
5. Pleasant Lake Avenue Project
6. 276 Queen Anne Road

### ***5 Bells Neck Road***

The town as informed that the sole bidder, after consultation within its organization, has declined the opportunity to move forward to a negotiated purchase price. I will seek further direction from the Board.

### ***203 Bank Street***

The town is still seeking appraisal services to ascertain the value of the main parcel comprised of roughly .24 acres and containing the present structure. This step is necessary for the town to determine the value of the property for purposes of establishing the request for proposals (RFP).

### ***0 Seth Whitefield Road***

I am working with Attorney Katie Klein at KP Law on this matter. She was able locate information sent previously to the town regarding the status of this project and recommend next steps. The town is seeking surveyor services related to this property due to the fact that a prior effort to examine tax title issues determined that there is no conclusive findings without the benefit of survey work.

***70 Willow Street***

I am working with staff to determine whether the town has “clean title” to the property prior to offering it for sale with the sale proceeds to benefit affordable housing.

***Pleasant Lake Avenue project***

I am working with Attorney Klein to establish next steps for the town to take on the eminent domain taking that was authorized at the October 18, 2021 Special Town Meeting. Additionally, the town is seeking appraisal services for a second opinion appraisal.

***276 Queen Anne Road***

I received confirmation from a separate town department that they do not have a use for that property. As such, there are presently no town departments which have declared a municipal use, the Cemetery Committee previously declared surplus as not needed for their purposes. Therefore, I seek direction from the Board as to whether and how this surplus land should be disposed.

***Additional update not listed***

Attorney Klein has provided a draft deed document for the Board’s review on November 29, 2021 parcels to be conveyed to the Affordable Housing Trust in accordance with the vote of Town Meeting under Article 61 at the 2019 Annual Town Meeting.

Thank you.



# **CONTRACTS**



# HARWICH FIRE DEPARTMENT

## MEMORANDUM

David J. LeBlanc, **Chief of Department**  
Craig W. Thornton, **Deputy Fire Chief**

<b>Date</b>	November 10, 2021
<b>To:</b>	Procurement
<b>From:</b>	Craig Thornton, Deputy Fire Chief
<b>Subject:</b>	CoMIRS Radio Upgrade Program(Police Radios)

**Project:** The CoMIRS Radio Upgrade Program is part of the Commonwealth's strategic plan to improve and expand its statewide public safety radio system to become a modern, digital, P25-compliant system. Funded by the State 911 Department, the grant program provides financial assistance to eligible public safety entities to replace and/or upgrade their existing, P25 non-compliant CoMIRS radios.

The Police Department requested Portable and Mobile replacements through CoMIRS that was approved.

This procurement request is for the Police Department to purchase these radios for the department's use.

**Description:**

**40** APX6000 700/800 Portable Bundles - \$100,745.20

**29** APX6500 Mobile Radios - \$76,655.70

Total: \$177,400.90

**Vendor:** Motorola Solutions

**Contact:** Jim McCone [motorep1062@gmail.com](mailto:motorep1062@gmail.com)

**Procurement Method:** OSD MA ITT-57

Based on the pricing requested, and the funds that are available in the article, the department would like to make the purchases listed above that are in the attached quotes from Motorola Solutions.

**Additional Information:** The CoMIRS Radio Upgrade Program will reimburse the Town \$150,873.79 after the Town pays for the equipment and submits documentation. After the reimbursement, the cost to the town for this procurement will be \$26,527.11.



Explanation of the reimbursement and the Towns' share;

The total grant award shall not exceed \$163,023.79 as stated in the attached award letter.

The award letter provides an allowance for programming portables (\$2,000.00), mobiles (\$1,450.00) and installation of mobiles (\$8,700.00). These three items total \$12,150.00.

The \$12,150.00 is deducted from the \$163,023.79. This leave a balance of \$150,873.79 that will be reimbursed to the Town for the radios.

The total of the two attached Motorola invoices are \$177,400.90, subtract the grant amount of \$150,873.79 leaves a balance of \$26,527.11.

**Contact/Signatory:**

Motorola Solutions, INC.

Jim McCone [motorep1062@gmail.com](mailto:motorep1062@gmail.com) (617)-413-0500  
Motorola Manufacturers Representative

**Included documentation:**

Procurement Checklist and approval form  
Motorola Solutions Quotes 2 Pages  
CoMIRS Radio Grant Program Award Letter  
Harwich Fire CoMIRS Contract  
KP Law Form Contract

**Funding:** \$223,204.00

**Source:** 21 ATM Article 18(Public Safety Radios)

**Total Funding:** \$26,527.11 after reimbursement.



# MOTOROLA SOLUTIONS

November 9, 2021

## CoMIRS RADIO UPGRADE GRANT PROGRAM

All terms and conditions AS PER MA ITT-57

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0500  
 motorep1062@gmail.com

Submitted to: **DEPUTY CHIEF CRAIG THORNTON FOR**  
 Company: **HARWICH POLICE DEPARTMENT**  
 Address: **183 Sisson Road**  
 City, State Zip: **Harwich MA 02645**  
 TEL: **508-430-7541**

Item	Description	Part #	APC	QTY	CoMIRS PRICE	CoMIRS PRICE EXT
1	APX6500 MOBILE RADIOP25 CoMIRS BUNDLE 02 CONTROL HEAD HARDWARE CONFIGURATION Remote mount, Mid power, SZ, P25,TDMA OTAP, Radio Authentication,3 yr Essential Service,Antenna, STD Palm Mic, 13 Watt Aux Speaker,Control Head Software	M25URS9PWA N		29	\$2,559.02	\$74,211.58
	APX6500 REMOTE MOUNT E5 CONTROL HEAD MOBILE RADIO					
4	SUBSTITUTE E5 DUAL KNOB CONTROL HEAD OPTIONS NOT INCLUDED	GA01670AA		29	\$84.28	\$2,444.12
3	SUBSTITUTE DASH MOUNT CONFIGURATION	G66		0	(\$70.52)	\$0.00
5	NO ENCRYPTION CLEAR RADIO	QA05751		0	\$498.50	\$0.00
6	NO DVRS MSU INTERFACE SOFTWARE INCLUDED	GA00631		0	\$0.00	\$0.00
Total - Mobile Radios to Operate on Barnstable County Trunking System					DISC. TOTAL	\$76,655.70

Notes: RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS AN ENCRYPTION OPTION IS REQUESTED  
 INSTALLATION AND PROGRAMMING SERVICES ARE NOT INCLUDED  
 NOTE!! NO DVRS MSU SOFTWARE IS QUOTED DVRS REQUIRES A REMOTE MOUNT RADIO CONFIGURATION  
 ONLY THE MOBILE RADIO CONNECTED TO THE DVRS REQUIRES MSU ACTIVATION SOFTWARE  
 MSU SOFTWARE CAN BE ADDED AT A LATER DATE WHEN YOU PURCHASE YOUR DVRS UNITS

### Sales Terms and Conditions:

Payment Terms:	45 days after the equipment is shipped from our factories, items are billed as shipped.
Price & Terms:	All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract
Warranty Period:	Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased.
Shipping:	4-6 weeks from receipt of a purchase order.





# MOTOROLA SOLUTIONS

DATE: NOVEMBER 9, 2021

## CoMIRS RADIO UPGRADE GRANT PROGRAM

All terms and conditions AS PER MA ITT-57

**Jim McCone**

**MOTOROLA MANUFACTURERS REPRESENTATIVE**

Motorola Solutions, Inc

Phone: 617-413-0500

motorep1062@gmail.com

Submitted to:

Company:

Address:

City, State Zip:

Tel

Deputy Chief Craig Thornton for

Harwich Police Department

183 Sisson Road

Harwich MA02645

508-430-7541

Item	Description	Part #	APC	PRICE	QTY	PRICE	CoMIRS Price	CoMIRS Ext Price
1	APX6000 700/800 MODEL 2.5 PORTABLE UPGRADE PACKAGE INCLUDES: SmartZone, Digital CAI, P25 Phase I&II, TDMA, OTAP UL Battery, 3 Year Ess Svc, P25 Link Authentication Single Unit Charger, Antenna & Standard Carry Holder	H98UCF9PW6BN			40		\$2,518.63	\$100,745.20
	APX6000 PORTABLE RADIO BLACK HOUSING							
	OPTIONAL ITEMS NOT INCLUDED							
2	SPARE BATTERY	PMNN4547		\$69.29	0	\$0.00	\$69.29	\$0.00
3	REMOTE SPEAKER MIC	PMNN4062AL		\$66.52	0	\$0.00	\$66.52	\$0.00
4	DVRS FUTURECOM SYSTEM	QA00631		\$76.00	0	\$0.00	\$76.00	\$0.00
5	NO ENCRYPTION CLEAR RADIO	NO ENCRYPTION		\$0.00	0	\$0.00	\$0.00	\$0.00

Total - Portable Radios to Operate on Barnstable County Trunking System	CoMIRS	DISC. TOTAL	\$100,745.20
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Notes:  
 RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS ENCRYPTION OPTION IS REQUESTED.  
 NO INSTALLATION, ENGRAVING OR PROGRAMMING SERVICES ARE INCLUDED.  
 DVRS ACTIVATION SOFTWARE IS NOT INCLUDED AS REQUESTED

**Sales Terms and Conditions:**

Payment Terms:	45 days after the equipment is shipped from our factories, items are billed as shipped.
Price & Terms:	All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract
Warranty Period:	Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased.
Shipping:	4-6 weeks from receipt of a purchase order.

# PROCUREMENT CHECKLIST & APPROVAL FORM

**STAFF LEAD:** Thornton / Consodine      **DEPARTMENT:** Police Department

**FUNDING SOURCE:** 21 ATM Article 18 (Public Safety Radios)

**Appropriated amount:** \$223,204.00      **Estimated cost:** \$177,400.90 **Actual cost:** \$26,527.11

**PROCUREMENT METHOD:**

OSD MA ITT-57 CoMIRS Radio Upgrade Program  
Commonwealth of Massachusetts Interoperable Radio System (CoMIRS) Radio Upgrade Grant Program

**PURCHASE DESCRIPTION:**

The Police Department is required to upgrade radios as part of the State Radio system upgrade. The State secured large discounts due to the quantity of radios being purchased. This procurement is using State contract pricing under the CoMIRS program. Commonwealth of Massachusetts Interoperable Radio System (CoMIRS) is a statewide radio system that provides operable and interoperable communications.

This procurement is for the purchase of the following:

- 40 Motorola APX Portables - \$100,745.20
- 29 Motorola APX Mobile Radios - \$76,655.70

The CoMIRS upgrade grant program will reimburse the Town the cost of the requested Portable and Mobiles in the amount of \$150,873.79. The Town's obligation under this purchase will be \$26,527.11.

01220A2/621018

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

**Funds Available:** Finance Director: DocuSigned by:  
*Carol Coppola*      Account # \_\_\_\_\_  
48C32039D33D434...

**Approved to proceed:** Town Administrator or Designee: DocuSigned by:  
*Joseph F. Powers*      \_\_\_\_\_  
0623C0C5799644E...





# HARWICH FIRE DEPARTMENT

## MEMORANDUM

David J. LeBlanc, **Chief of Department**  
Craig W. Thornton, **Deputy Fire Chief**

<b>Date</b>	November 10, 2021
<b>To:</b>	Procurement
<b>From:</b>	Craig Thornton, Deputy Fire Chief
<b>Subject:</b>	CoMIRS Radio Upgrade Program(Police Radios)

**Project:** The CoMIRS Radio Upgrade Program is part of the Commonwealth's strategic plan to improve and expand its statewide public safety radio system to become a modern, digital, P25-compliant system. Funded by the State 911 Department, the grant program provides financial assistance to eligible public safety entities to replace and/or upgrade their existing, P25 non-compliant CoMIRS radios.

The Police Department requested Portable and Mobile replacements through CoMIRS that was approved.

This procurement request is for the Police Department to purchase these radios for the department's use.

**Description:**

**40** APX6000 700/800 Portable Bundles - \$100,745.20

**29** APX6500 Mobile Radios - \$76,655.70

Total: \$177,400.90

**Vendor:** Motorola Solutions

**Contact:** Jim McCone [motorep1062@gmail.com](mailto:motorep1062@gmail.com)

**Procurement Method:** OSD MA ITT-57

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**Additional Information:** The CoMIRS Radio Upgrade Program will reimburse the Town \$150,873.79 after the Town pays for the equipment and submits documentation. After the reimbursement, the cost to the town for this procurement will be \$26,527.11.

Explanation of the reimbursement and the Towns' share;

The total grant award shall not exceed \$163,023.79 as stated in the attached award letter.

The award letter provides an allowance for programming portables (\$2,000.00), mobiles (\$1,450.00) and installation of mobiles (\$8,700.00). These three items total \$12,150.00.

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**Funding:** \$223,204.00

**Source:** 21 ATM Article 18(Public Safety Radios)

**Total Funding:** \$26,527.11 after reimbursement.





November 9, 2021

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

*All terms and conditions AS PER MA ITT-57*

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0500  
 motorep1062@gmail.com

Submitted to: **DEPUTY CHIEF CRAIG THORNTON FOR**  
 Company: **HARWICH POLICE DEPARTMENT**  
 Address: **183 Sisson Road**  
 City, State Zip: **Harwich MA 02645**  
 TEL: **508-430-7541**

Item	Description	Part #	APC	QTY	CoMIRS PRICE	CoMIRS PRICE EXT
1	APX6500 MOBILE RADIO P25 CoMIRS BUNDLE 02 CONTROL HEAD HARDWARE CONFIGURATION Remote mount, Mid power, SZ, P25, TDMA OTAP, Radio Authentication, 3 yr Essential Service, Antenna, STD Palm Mic, 13 Watt Aux Speaker, Control Head Software	M25URS9PWA N		29	\$2,559.02	\$74,211.58
	APX6500 REMOTE MOUNT E5 CONTROL HEAD MOBILE RADIO					
4	SUBSTITUTE E5 DUAL KNOB CONTROL HEAD OPTIONS NOT INCLUDED	GA01670AA		29	\$84.28	\$2,444.12
3	SUBSTITUTE DASH MOUNT CONFIGURATION	G66		0	(\$70.52)	\$0.00
5	NO ENCRYPTION CLEAR RADIO	QA05751		0	\$498.50	\$0.00
6	NO DVRS MSU INTERFACE SOFTWARE INCLUDED	GA00631		0	\$0.00	\$0.00
<b>Total - Mobile Radios to Operate on Barnstable County Trunking System</b>					<b>DISC. TOTAL</b>	<b>\$76,655.70</b>

Notes: RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS AN ENCRYPTION OPTION IS REQUESTED  
 INSTALLATION AND PROGRAMMING SERVICES ARE NOT INCLUDED  
 NOTE!! NO DVRS MSU SOFTWARE IS QUOTED DVRS REQUIRES A REMOTE MOUNT RADIO CONFIGURATION  
 ONLY THE MOBILE RADIO CONNECTED TO THE DVRS REQUIRES MSU ACTIVATION SOFTWARE  
 MSU SOFTWARE CAN BE ADDED AT A LATER DATE WHEN YOU PURCHASE YOUR DVRS UNITS

**Sales Terms and Conditions:**

Payment Terms:	45 days after the equipment is shipped from our factories, items are billed as shipped.
Price & Terms:	All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract
Warranty Period:	Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased.
Shipping:	4-6 weeks from receipt of a purchase order.



DATE: NOVEMBER 9, 2021

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

*All terms and conditions AS PER MA ITT-57*

**Jim McCone**

**MOTOROLA MANUFACTURERS REPRESENTATIVE**

Motorola Solutions, Inc

Phone: 617-413-0500

motorep1062@gmail.com

Submitted to:

Company:

Address:

City, State Zip:

Tel

Deputy Chief Craig Thornton for

Harwich Police Department

183 Sisson Road

Harwich MA02645

508-430-7541

Item	Description	Part #	APC	PRICE	QTY	PRICE	CoMIRS Price	CoMIRS Ext Price
1	APX6000 700/800 MODEL 2.5 PORTABLE UPGRADE PACKAGE INCLUDES: SmartZone, Digital CAI, P25 Phase I&II, TDMA, OTAP UL Battery, 3 Year Ess Svc, P25 Link Authentication Single Unit Charger, Antenna & Standard Carry Holder	H98UCF9PW6BN			40		\$2,518.63	\$100,745.20
	APX6000 PORTABLE RADIO BLACK HOUSING							
	OPTIONAL ITEMS NOT INCLUDED							
2	SPARE BATTERY	PMNN4547		\$69.29	0	\$0.00	\$69.29	\$0.00
3	REMOTE SPEAKER MIC	PMNN4062AL		\$66.52	0	\$0.00	\$66.52	\$0.00
4	DVRS FUTURECOM SYSTEM	QA00631		\$76.00	0	\$0.00	\$76.00	\$0.00
5	NO ENCRYPTION CLEAR RADIO	NO ENCRYPTION		\$0.00	0	\$0.00	\$0.00	\$0.00

Total - Portable Radios to Operate on Barnstable County Trunking System	CoMIRS	DISC. TOTAL	\$100,745.20
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Notes:  
**RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS ENCRYPTION OPTION IS REQUESTED.**  
**NO INSTALLATION, ENGRAVING OR PROGRAMMING SERVICES ARE INCLUDED.**  
**DVRS ACTIVATION SOFTWARE IS NOT INCLUDED AS REQUESTED**

**Sales Terms and Conditions:**

Payment Terms:	45 days after the equipment is shipped from our factories, items are billed as shipped.
Price & Terms:	All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract
Warranty Period:	Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased.
Shipping:	4-6 weeks from receipt of a purchase order.



## 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 Motorola Solutions, with an address of **Motorola Solutions 500 W Monroe St Ste 4400, Chicago, IL 60661**, hereinafter referred to as "Contractor", effective as of the 15th 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 provide the Town with **Motorola Mobile and Portable Radios as listed in the attached quotes**, 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 **as the products in Quotes become available for delivery.**

### ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$177,400.90**. 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, Michael Sheridan, 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.

361115800

Social Security Number or  
Federal Identification Number

DocuSigned by:

Michael Sheridan

AD8FFD032E52422...

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:

Michael Sheridan

AD8FFD032E52422...

Michael Sheridan Area Sales Manager

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

01220A2/621018

(\$ \_\_\_\_\_)

Finance Director

Contract Sum

by its Town Administrator Up to \$50,000

Town Administrator





# MOTOROLA SOLUTIONS

November 9, 2021

## CoMIRS RADIO UPGRADE GRANT PROGRAM

All terms and conditions AS PER MA ITT-57

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0500  
[motorep1062@gmail.com](mailto:motorep1062@gmail.com)

Submitted to: **DEPUTY CHIEF CRAIG THORNTON FOR**  
 Company: **HARWICH POLICE DEPARTMENT**  
 Address: **183 Sisson Road**  
 City, State Zip: **Harwich MA 02645**  
 TEL: **508-430-7541**

Item	Description	Part #	APC	QTY	CoMIRS PRICE	CoMIRS PRICE EXT
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Shipping:	4-6 weeks from receipt of a purchase order.



# MOTOROLA SOLUTIONS

DATE: NOVEMBER 9, 2021

## CoMIRS RADIO UPGRADE GRANT PROGRAM

All terms and conditions AS PER MA ITT-57

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0500  
[motorep1062@gmail.com](mailto:motorep1062@gmail.com)

Submitted to: Deputy Chief Craig Thornton for  
 Company: Harwich Police Department  
 Address: 183 Sisson Road  
 City, State Zip: Harwich MA02645  
 Tel: 508-430-7541

Item	Description	Part #	APC	PRICE	QTY	PRICE	CoMIRS Price	CoMIRS Ext Price
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	<b>APX6000 PORTABLE RADIO BLACK HOUSING</b>							
	OPTIONAL ITEMS NOT INCLUDED							
2	SPARE BATTERY	PMNN4547		\$69.29	0	\$0.00	\$69.29	\$0.00
3	REMOTE SPEAKER MIC	PMNN4062AL		\$66.52	0	\$0.00	\$66.52	\$0.00
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5	NO ENCRYPTION CLEAR RADIO	NO ENCRYPTION		\$0.00	0	\$0.00	\$0.00	\$0.00

Total - Portable Radios to Operate on Barnstable County Trunking System						CoMIRS	DISC. TOTAL	\$100,745.20
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Shipping:	4-6 weeks from receipt of a purchase order.



Low Bidder: Motorola

Bid Price: \$177,400.90(OSD MA ITT-57)

### Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen\* signature **before Wednesday morning\*\*** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved. 01220A2/621018
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.

2. Finance Director has signed that funds are available: Carol Coppola Account # \_\_\_\_\_

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>	<input checked="" type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>	<input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul>	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>
<input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul>	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>	

Original for Accounting     Original for Procurement     Original for Vendor     Contract to Treasurer's

Signature of Town Administrator: Joseph F. Powers

\*\*Note: Failure to gain sign-off before Wednesday at noon results in the contract being delayed to the next meeting.



## Town of Harwich Water Department

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196 Chatham Road, Harwich, MA 02645 USA \* [www.harwichwater.com](http://www.harwichwater.com)  
P. 508-432-0304 \* F. 888-774-3557 \* [commissioners@harwichwater.com](mailto:commissioners@harwichwater.com)

To: Harwich Board of Selectmen  
From: Dan Pelletier, Superintendent of Water & Wastewater  
RE: Route 28 Sewer Design Agreement & CWMP Revision Agreement with GHD  
Date: November 19, 2021

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Included with this memo are two agreements between the Town of Harwich and GHD for professional services relative to the positive action take under Article 1: Fund Costs Related To Updating the Comprehensive Wastewater Management Plan (CWMP) and Article 4: Fund Costs Related To Route 28 Wastewater Collection System Design at Special Town Meeting on October 18<sup>th</sup> 2021. The proposed contract price for both agreements is under town meeting appropriation and the Finance Director has signed off as to the availability of funds. As such, I recommend the Board take favorable action on the following agreements between the Town of Harwich and GHD for the Route 28 Sewer Design and CWMP update.



**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF HARWICH, MASSACHUSETTS  
AND GHD  
FOR CWMP UPDATE**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021 between GHD, with a usual place of business at 1545 Iyannough Road, Hyannis, MA 02601, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a not to exceed amount of Two Hundred Twenty Nine Thousand Dollars and Zero Cents (\$229,000.00), subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$229,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently, and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific



purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must reasonably satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Exhibit B. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been

approved, in advance, by the TOWN; or (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all payment-related claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent directly related to the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, directly related to the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts directly related to the performance of this Agreement in a minimum amount of \$1,000,000.00.



- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.
- H. Liability is limited to the proceeds of the applicable insurance policies taken out by ENGINEER under this Agreement, but not to exceed the minimum amounts of those policies specified in this Agreement.

## 12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

ENGINEER:

By: Marc Drainville

Name: Marc Drainville, P.E.

Title: Vice President

TOWN OF HARWICH:

TOWN OF HARWICH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Larry G. Ballantine

Name: Mary E. Anderson

Title: Board of Selectmen

Title: Board of Selectmen

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael D. MacAskill

Name: Donald F. Howell

Title: Board of Selectmen

Title: Board of Selectmen

By: \_\_\_\_\_

Name: Julie E. Kavanagh

Title: Board of Selectmen

Approved as to Availability of Funds:

DocuSigned by:  
Carol Coppola (\$ \_\_\_\_\_)  
Finance Director Contract Sum



This is **EXHIBIT A**, referred to in and part of the **Agreement between Town and Engineer for Professional Services**.

## Engineer's Services

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The Scope of Work section of the Agreement is supplemented to include the following agreement of the parties.

### General Project Information

**Title:** CWMP Update

**Description:** The Town of Harwich has requested an update to their Comprehensive Wastewater Management Plan (CWMP), dated March 2016. The update to this plan would be done in coordination with the Massachusetts Environmental Policy Act (MEPA) office, the State entity that oversaw and provided an approval certificate for the original plan.

The Town of Harwich has made significant investments in achieving nutrient reduction requirements in its watersheds. This includes approval of a CWMP in 2016 and initial implementation of sewerage in the Pleasant Bay watershed. However, community questions have been raised regarding the appropriateness of growth assumptions in the CWMP and whether those assumptions will lead to more sewerage than needed to achieve regulatory removal requirements or community supported growth. In addition, there are questions about whether the CWMP includes adequate assessment of alternate technologies. In light of these concerns, Town Meeting voted funds to review and update various components of the CWMP including growth assumptions, enhanced innovative alternatives (I/A) systems, septic system, regionalization opportunities, project cost and project timeline. The updated CWMP would seek to:

- 1) Ensure protection of coastal and freshwater resources through compliance with regulatory nutrient removal thresholds and,
- 2) Seek community consensus on the degree to which wastewater control facilities called for under the revised CWMP should support new wastewater flow from future growth, with consideration given to cost, regulatory compliance and other environmental and community interests.

Based on discussions with the Town to date, the CWMP updates are proposed to include:

- Review of growth assumptions in the CWMP (this will impact the wastewater flow projections in various watersheds).
- Evaluate the impact that enhanced I/A systems (provisional approval of 11 mg/L) may have on the existing TMDL compliance plan.
- Evaluate regionalization and Inter-Municipal Agreement (IMA) options (including the potential for nitrogen trading) with neighboring towns, as applicable.
- Update project costs based on the above updates and assist the Town in developing a financial plan with consideration given to affordability, limiting debt exclusion/large tax increases, and other Town capital projects.
- Continue public presentations.
- Document findings in a report (expected to be in a document that is referred to as "Notice of Project Change").



The following scope of services identifies the tasks as part of this Agreement. The existing Town of Harwich Comprehensive Wastewater Management Plan is proposed to be updated in a targeted manner as detailed in the following tasks.

GHD shall provide Basic Services as set forth below.

## **PART 1 – Basic Services**

### **A1.01 Task 1 – Growth and Wastewater Flow Review**

- A. GHD shall review growth assumptions and evaluate impacts on wastewater flows. The first task includes a review of growth assumptions and subsequent impacts on wastewater flows (primarily shown in portions of Sections 3, 7, 8, and 12 of the CWMP). Chapter 12 is anticipated to be updated for wastewater flows only. This task will include meetings with applicable Town staff and subsequent development of anticipated future flows for the established planning period, by watershed (or subwatershed where applicable). Specific sub tasks include:
1. Kickoff meeting with Town.
  2. Review available planning materials and conduct a consistency review with Pleasant Bay Alliance materials
  3. Coordinate with buildout work to be done for the Pleasant Bay watershed.
  4. Conduct a planning workshop with Town staff including planning staff.
  5. With Town input, estimate growth assumptions and develop revised wastewater flows.
  6. Develop a revised growth projection and wastewater flow memorandum.
  7. Incorporate necessary flow changes into the existing GIS model.
  8. Develop a Draft Needs Assessment revisions memorandum.
  9. Develop a Final Needs Assessment revisions memorandum.
  10. Attend up to two (2) public meetings for public guidance and input.

### **A1.02 Task 2 – Wastewater Treatment Scenarios**

- A. GHD shall review the wastewater scenarios for consistency with Task 1 and current needs. The second task includes an update to the Wastewater Treatment Scenarios, primarily shown in portions of Chapter 10 (for the management of the wastewater flows developed in Task 1). This task shall include the following proposed subtasks:
1. Kickoff meeting with Town to review
    - a. Collaborate with Town to identify areas to target for non-traditional technologies.
    - b. Identify up to four (4) alternative plans for TMDL compliance (future conditions), regional approaches (Dennis, Brewster, and Harwich only), and potential areas for I/A implementation.
    - c. Consider options for subwatersheds in which existing or designed capacity of sewers provides significantly more or significantly less removal than needed to meet regulatory targets and community supported growth.
  2. Conduct a technology screening of I/A Systems, including Pilot/Provisional.
  3. Conduct up to two (2) progress meetings with the Town.
  4. Develop a Draft Wastewater Treatment Scenarios revisions memorandum.

- a. Scenarios shall consider separating out current and proposed future flow and those related costs by subwatershed.
  - b. Consider data needed for nitrogen trading including flow related to growth, sewer service area, and treatment and disposal costs
5. Develop a Final Wastewater Treatment Scenarios revisions memorandum.
  6. Attend up to two (2) public meetings for public guidance and input.
  7. Conduct one (1) virtual meeting with MEPA. This meeting will be conducted to discuss the impacts that Tasks 1 and 2 may have on the Recommended Plan and MEPA will provide guidance on the format of the CWMP changes. The result of the MEPA review is expected to include review by DEP, but this process will be defined once the MEPA meeting is held.

**A1.03 Task 3 – Notice of Project Change**

- A. Develop Notice of Project Change. The final task includes the development of a final report and an update to the Recommended Plan, primarily shown in portions of Chapters 2 and 13. This task shall include the proposed subtasks outlined below.
  1. Kickoff meeting with Town.
  2. Develop draft program cost estimates and implementation schedule. This shall include:
    - a. Sewer cost estimate updates are anticipated to be developed based on the layouts developed in the GHD SewerCAD model (which is being developed under a separate agreement).
    - b. Review previously developed cost estimates for treatment and effluent disposal. Provide recommendations for modifications (if applicable).
    - c. Develop a draft implementation schedule.
  3. Conduct up to two (2) progress meetings with the Town to review updated costs and implementation schedule.
  4. Develop a Draft Wastewater Implementation Financial Plan and Notice of Project Change Report.
  5. Develop a Final Wastewater Implementation Financial Plan and Notice of Project Change Report.
  6. Attend up to two (2) public meetings for public guidance and input.

**PART 2 – Town Responsibilities**

**A2.01 Services Required by Town**

- A. Schedule and attend public meetings.
- B. Help to assemble a group within Town to assist engineer.
- C. Comments: Town shall provide comments on submittals within fourteen (14) days of receipt.

**PART 3 – Out of Scope Work**

**A3.01 The following is considered out of scope work, but may be added by amendment:**

- A. Environmental Impact Report (this is not likely to require an update but will not be known until work has begun).

- B. Updating the Pleasant Bay Watershed TWMP and Permit.
- C. A number of common CWMP tasks that are not anticipated in the effort outlined above include the following:
  - SMAST modeling.
  - Groundwater modeling.
  - Additional effluent recharge site identification.
  - Additional treatment evaluations.
  - Field work (borings, survey, etc.).

#### **PART 4 – Payments to GHD for Services**

Town shall pay Engineer for Basic Services set forth in Exhibit A as follows:

- A. Town shall pay Engineer for Basic Services set forth herein, as follows:
  1. An amount equal to Engineer's Salary Costs times a factor of 2.40 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
  2. Engineer's Reimbursable Expenses Schedule (mileage, printing, production, etc.).
  3. The total compensation is based on the distribution of labor effort shown in Exhibit B.
  4. The total compensation for services is estimated to be Two Hundred Twenty Nine Thousand Dollars and Zero Cents (\$229,000.00) based on the tasks shown in Exhibit B.
- B. GHD shall submit invoices on a monthly basis.
- C. It is understood and agreed that the costs shown in Exhibit B are estimates of the level of effort for each task. It is understood and agreed that GHD may adjust the values of individual phases or tasks without exceeding the total value of this Agreement. Exceedance of the total value of this agreement may only take place through an amendment.

#### **Part 5 - Period of Service**

The compensation amount stipulated above for all project tasks is anticipated to be completed within 270 calendar days of authorization. However, this schedule can be impacted by the timing of public input meetings and the MEPA process.



**Exhibit B**  
**Proposed Budget for**  
**CWMP UPDATE**  
**Town of Harwich, Massachusetts**

<b>TASK</b>	<b>Project Director</b> Marc Drainville, P.E., BCEE	<b>Sr. Project Manager</b> Russell Kleekamp	<b>QA/QC</b> Jeff Gregg, P.E., BCEE	<b>Project Manager</b> Anastasia Rudenko	<b>Managing GIS Designer</b> James O'Brien	<b>Admin</b>	<b>Total Hours</b>	<b>GHD Cost</b>	<b>GHD Total Cost</b>
1 Growth and Wastewater Flow Review	13	13	47	254	65	15	407	\$73,294	\$73,294
2 Wastewater Treatment Scenarios	12	8	40	240	25	15	340	\$60,885	\$60,885
3 Notice of Porject Change	24	4	70	376	20	25	519	\$94,822	\$94,822
<b>TOTAL</b>	<b>49</b>	<b>25</b>	<b>157</b>	<b>870</b>	<b>110</b>	<b>55</b>	<b>1266</b>	<b>\$229,000</b>	<b>\$229,000</b>

Notes:

1. Mileage based on rate as issued by Federal Government
2. Hourly rates are estimated as follows:

<i>Project Director / QA/QC</i>	\$240 - \$275
<i>Sr. Project Manager</i>	\$190 - \$220
<i>Project Manager</i>	\$150 - \$200
<i>Staff Engineer</i>	\$110 - \$150
<i>Managing GIS Designer</i>	\$150 - \$190
<i>Designer</i>	\$130 - \$150
<i>Admin</i>	\$70 - \$90

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF HARWICH, MASSACHUSETTS  
AND GHD  
FOR ROUTE 28 SEWER MAIN DESIGN**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021 between GHD, with a usual place of business at 1545 Iyannough Road, Hyannis, MA 02601, hereinafter called the “ENGINEER,” and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the “TOWN”.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a not to exceed amount of One Hundred Ninety Two Thousand Five Hundred Forty-Six Dollars and Zero Cents (\$192,546.00), subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed (\$192,546.00) without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently, and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific



purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must reasonably satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Exhibit B. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

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Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been

approved, in advance, by the TOWN; or (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

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The acceptance of final payment by the ENGINEER shall constitute a waiver of all payment-related claims by the ENGINEER arising under the Agreement.

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- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, directly related to the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

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- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts directly related to the performance of this Agreement in a minimum amount of \$1,000,000.00.

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

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- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.
- H. Liability is limited to the proceeds of the applicable insurance policies taken out by ENGINEER under this Agreement, but not to exceed the minimum amounts of those policies specified in this Agreement.

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- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

ENGINEER:

By: Marc Drainville

Name: Marc Drainville, P.E.

Title: Vice President

TOWN OF HARWICH:

By: \_\_\_\_\_

Name: Larry G. Ballantine

Title: Board of Selectmen

By: \_\_\_\_\_

Name: Michael D. MacAskill

Title: Board of Selectmen

TOWN OF HARWICH:

By: \_\_\_\_\_

Name: Mary E. Anderson

Title: Board of Selectmen

By: \_\_\_\_\_

Name: Donald F. Howell

Title: Board of Selectmen

TOWN OF HARWICH:

By: \_\_\_\_\_

Name: Julie E. Kavanagh

Title: Board of Selectmen

Approved as to Availability of Funds:

DocuSigned by:  
Carol Coppola (\$ \_\_\_\_\_)  
48C39939D33D434...  
Finance Director Contract Sum



This is **EXHIBIT A**, referred to in and part of the **Agreement between Town and Engineer for Professional Services**.

## **Engineer's Services**

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The Scope of Work section of the Agreement is supplemented to include the following agreement of the parties.

### **General Project Information**

**Title:** Final Design of Route 28 Sewer Main

**Description:** To develop final design plans suitable for public bidding for a new sewer main on Route 28. Project boundaries shall be from the Harwich/Dennis town line to the Herring River Bridge, approximately 3,400 feet.

The following items shall be considered as part of the final design:

- The design shall consider necessary sewer infrastructure (gravity and force mains) based upon results of the previously performed Town-Wide sewer model.
- Project will be included with the planned MassDOT repaving project and bid as a non-participatory item.
- Sewer laterals will be extended to the limits of the Commonwealth owned right-of-way for future connection.
- Required utility relocation(s) as part of the new sewer main will be included as part of the final design, but additional utilities (drainage or other) beyond the sewer main will not be designed as part of this agreement.
- Final design plans shall include construction plans, required MassDOT traffic management plans, and standard construction details.

The following scope of services identifies the tasks as part of this Agreement.

GHD shall provide Basic Services as set forth below.

### **PART 1 – Basic Services**

#### **A1.01 Task 1 – Survey**

- A. Review existing conditions plan provided by the Town of Harwich. Review shall include both desktop and field reconnaissance of provided survey. Advise Town of additional requirements needed for gravity sewer design such as first floor elevation of abutting structures and other requirements as identified by GHD. Town shall provide additional survey as required.

#### **A1.02 Task 2 – Develop Preliminary (50%) Plans and Specifications**

- A. Develop 50% plans. Design shall incorporate current Town of Harwich regulations for sewer materials. Develop 50% project specifications including front end and technical sections for the above scope of work. Perform required soil borings as part of this Task. It is estimated that a total of eight (8) soil borings will need to be performed.

#### **A1.03 Task 3 – Progress Meeting No. 1**

- A. Prepare for and attend a progress meeting with project partners to discuss the 50% design. Prepare and distribute minutes.



A1.04 *Task 4 – Develop Permit (75%) Plans, Cost Estimate, and Specifications*

- A. Develop 75% plans based on the results of Progress Meeting No. 1. Develop 75% project specifications including front end and technical sections for proposed work. Develop 75% construction cost estimates.

A1.05 *Task 5 – Progress Meeting No. 2*

- A. Prepare for and attend a progress meeting with project partners to discuss the 75% design. Prepare and distribute minutes.

A1.06 *Task 6 – Permitting*

- A. Develop and submit required DEP permitting including either a Notice of Intent or Request for Determination of Applicability. Develop and submit a DEP WM 16 and WP 68 (Treatment Works Plan Approval, without Permit Modification).

A1.07 *Task 7 – Develop Final (100%) Plans, Cost Estimate, and Specifications. Develop 100% Plans*

- A. Develop 100% project specifications including front end and technical sections for proposed work. Develop 100% construction cost estimates. All bid documents to be stamped by a licensed Massachusetts Professional Engineer.

A1.08 *Task 8 – Additional Meetings*

- A. Prepare for and attend up to eight (8) additional project meetings that may include Harwich Board of Selectmen meetings, site meetings, or miscellaneous design meetings with project stakeholders.

**PART 2 – Town Responsibilities**

A2.01 *Services Required by Town*

- A. Design Criteria: Town shall provide standard material specifications.
- B. Record Drawings of the existing utility systems, if available.
- C. Comments: Town shall provide comments on submittals within five (5) days of receipt.
- D. Survey.

**PART 3 – Out of Scope Work**

A3.01 *The following is considered out of scope work:*

- A. Permitting beyond what is included in the project scope.
- B. Any SRF-related materials including applications for the Intended Use Plan or State Revolving Fund loan applications.
- C. Bid phase services.
- D. Construction phase services.
- E. Resident project representative services.

**PART 4 – Payments to Engineer for Services**

Town shall pay Engineer for Basic Services set forth in Exhibit A as follows:

- A. Town shall pay Engineer for Basic Services set forth herein, as follows:
  - 1. An amount equal to Engineer's Salary Costs times a factor of 2.40 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.

2. Engineer's Reimbursable Expenses Schedule (mileage, printing, production, etc.).
  3. The total compensation is based on the distribution of labor effort shown in Exhibit B.
  4. The total compensation for services is estimated to be One Hundred Ninety Two Thousand Five Hundred and Forty-Six Dollars (\$192,546.00) based on the tasks shown in Exhibit B.
- B. GHD shall submit invoices on a monthly basis.
- C. It is understood and agreed that the costs shown in Exhibit B are estimates of the level of effort for each task. It is understood and agreed that GHD may adjust the values of individual phases or tasks without exceeding the total value of this Agreement. Exceedance of the total value of this agreement may only take place through an amendment.

**Part 5 - Period of Service**

The compensation amount stipulated above for all project tasks is anticipated to be completed within 365 calendar days of authorization.

**Exhibit B**  
**Proposed Budget for**  
**Route 28 Sewer Main**  
**Town of Harwich, Massachusetts**

<b>TASK</b>	<b>Project Director</b> Marc Drainville, P.E., BCEE	<b>QA/QC</b> Sandy Tripp, P.E., BCEE	<b>Sr. Project Manager</b> Russell Kleekamp	<b>Project Engineers</b> Craig Curtin	<b>Managing Designer</b> James Fosdick	<b>Admin</b>	<b>Total Hours</b>	<b>GHD Labor Cost</b>	<b>GHD Expenses</b>	<b>GHD Total Cost</b>
1 Survey	0	0	8	24	24	0	56	\$8,760	\$500	\$9,260
2 50% Design, Specifications, Soil Borings	8	24	38	160	100	16	346	\$54,644	\$20,250	\$74,894
3 Progress Meeting #1	0	0	4	4	4	2	14	\$2,188	\$100	\$2,288
4 Develop 75% Permit Level Plans, Specifications, Cost Estimate	8	24	20	80	100	24	256	\$41,536	\$250	\$41,786
5 Progress Meeting #2	0	0	4	4	4	2	14	\$2,188	\$100	\$2,288
6 Permitting	2	0	2	28	20	1	53	\$7,924	\$0	\$7,924
7 Develop 100% Plans, Specifications, Cost Estimate	8	24	20	80	100	16	248	\$40,864	\$250	\$41,114
8 Meetings	0	0	24	24	24	8	80	\$12,792	\$200	\$12,992
<b>TOTAL</b>	<b>26</b>	<b>72</b>	<b>120</b>	<b>404</b>	<b>376</b>	<b>69</b>	<b>1067</b>	<b>\$170,896</b>	<b>\$21,650</b>	<b>\$192,546</b>

Notes:

1. Mileage based on \$0.61 per mile
2. Hourly rates are as follows:

*Project Director / QA/QC* \$240 - \$275  
*Sr. Project Manager* \$190 - \$220  
*Project Manager* \$150 - \$200  
*Staff Engineer* \$110 - \$150  
*Managing Designer* \$150 - \$170  
*Designer* \$130 - \$150  
*Admin* \$84



**TOWN**  
**ADMINISTRATOR'S**  
**REPORT**

Low Bidder: n/a-contract HGAC

Bid Price: \$378,257

Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen\* signature before Wednesday morning\*\* in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) below \$50,000 can be signed by Town Administrator.

- 1. Please provide a separate page titled "Summary of Project" which includes:
a. Provide how many bidders there were, the range of bids, and apparent low bidder.
b. Identify the funding source, such as article number and amount approved.
c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
2. Finance Director has signed that funds are available: Carol Coppola Account #
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Buildings and Public Works
Goods and Services
C1. Please show Prevailing Wage was used.
C2. If construction is near \$10,000 you also need:
C3. If construction over \$25,000 you need C1, C2, as well as:
C4. If construction over \$50,000 you need C1, C2, C3, as well as:
C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process:
C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:
C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:
GS1. If procured using the State Bid List:
GS2. If project is over \$5,000:
GS3. If project is over \$50,000:
GS4. If project is over \$100,000:
Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
Note 2: Bids may be negotiated downwards but never higher than original quote.
Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator: Joseph F. Powers

\*\*Note: Failure to gain sign-off before Wednesday at noon results in the contract being delayed to the next meeting.



Low Bidder: n/a-state contract ITS75

Bid Price: \$ 82,400.00 (excess paid from IT budget)

### Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen\* signature **before Wednesday morning\*\*** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder. 13011492/530902/002
  - b. Identify the funding source, such as article number and amount approved. 0
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. 011552/530902

2. Finance Director has signed that funds are available: Carol Coppola Account # \_\_\_\_\_

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

DocuSigned by:

Carol Coppola

Account # \_\_\_\_\_

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>	<input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul>	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>
<input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul>	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>	

Original for Accounting     Original for Procurement     Original for Vendor     Contract to Treasurer's

Signature of Town Administrator: \_\_\_\_\_

DocuSigned by:

Joseph F. Powers

0623C0C5799644E...

\*\*Note: Failure to gain sign-off **before Wednesday at noon** results in the contract being delayed to the next meeting.





**TOWN OF HARWICH**  
OFFICE OF THE TREASURER/COLLECTOR  
732 MAIN STREET, HARWICH, MA 02645  
TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock  
Treasurer / Collector

Nancy Knepper  
Assistant Treasurer/Collector

## Monthly Report to the Board of Selectmen

October 2021

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

### Collections

	FY 2022	FY 2021
Tax/Water Collections:	\$9,611,707.27	\$9,123,769.73
Tax lien Collections:	\$110,191.13	\$2,814.44
Departmental turnovers:	\$1,597,067.98	\$4,158,569.75
Total:	\$11,318,966.38	\$13,285,153.92

### Disbursements

	FY 2021	FY 2020
Accounts Payable	\$1,794,927.36	\$2,618,215.35
Payroll	\$1,790,382.33	\$1,785,742.70
Total:	\$3,585,309.69	\$4,403,958.05

### TAX LIENS

TAX LIENS	PRINCIPAL	INTEREST	FEES	TOTAL DUE	% OF TOTAL
TOTAL	2,609,637.13	3,151,044.26	933,346.62	6,694,028.01	
OWNERS UNKNOWN	275,712.57	412,961.53	147,103.56	835,777.66	0.12
MISC PARCESL	190,630.96	361,988.04	258,195.76	810,814.76	0.12

Respectfully submitted,  
*Amy Bullock*  
Treasurer/Collector

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton / Consodine

DEPARTMENT: Police Department

FUNDING SOURCE: 21 ATM Article 18 (Public Safety Radios)

Appropriated amount: \$223,204.00

Estimated cost: \$19,609.80 Actual cost: \$19,609.80

## PROCUREMENT METHOD:

OSD MA ITT-57 CoMIRS Radio Upgrade Program

## PURCHASE DESCRIPTION:

The Police Department is required to upgrade radios as part of the State Radio system upgrade. The State secured large discounts due to the quantity of radios being purchased. This procurement is using State contract pricing under the CoMIRS program. The following accessories are not reimbursable under the CoMIRS grant program..

This procurement is for the purchase of the following accessories:

- 41 Receive-only Extra Loud Earpiece- \$3,394.80
- 41 Audio Accessory, Microphone with audio jack - \$9,760.05
- 2 Bank Chargers(6 Radios) - \$1,814.70
- 2 Bank Charger wall mount kit - \$28.98
- 41 High Capacity Batteries - \$4, 611.27
- Total \$19,609.80

01220A2/621018

### PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: \_\_\_\_\_

DocuSigned by:  
*Carol Coppola*  
48C32039D33D434...

Account # \_\_\_\_\_

Approved to proceed: Town Administrator or Designee: \_\_\_\_\_

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5789644E...

## **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 Motorola Solutions, with an address of **Motorola Solutions 500 W Monroe St Ste 4400, Chicago, IL 60661**, hereinafter referred to as "Contractor", effective as of the 15th 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 provide the Town with **Motorola accessories as listed in the attached quote**, 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 **as the products in quote become available for delivery**.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$19,609.80**. 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, Michael Sheridan, 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.

361115800

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
*Michael Sheridan*  
\_\_\_\_\_  
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

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:  
*Michael Sheridan*  
\_\_\_\_\_  
AD8FFD032E52422...  
Michael Sheridan Area Sales Manager  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:  
*Carol Coppola*  
\_\_\_\_\_  
48C32039D33D434  
Finance Director (\$ \_\_\_\_\_)  
Contract Sum  
01220A2/621018

DocuSigned by:  
*Joseph F. Powers*  
\_\_\_\_\_  
662320C57008415  
Town Administrator

Quote Number: QU0000526749  
 Effective: 09 NOV 2021  
 Effective To: 08 JAN 2022

**Bill-To:**

HARWICH POLICE DEPT, TOWN OF  
 183 SISSON RD  
 HARWICH, MA 02645  
 United States

**Attention:**

**Name:** DEPUTY THORNTON  
**Phone:** 508-430-7541

**Sales Contact:**

**Name:** DEPUTY THORNTON  
**Email:** mvjimmv@gmail.com  
**Phone:** 5084307541

**Contract Number:** ITT57 MA STATE  
**Freight terms:** FOB Destination  
**Payment terms:** Net 45

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	41	RLN6424BXL	RX ONLY EXTRA LOUD EARPIECE WITH TRANSLUCENT TUBE	\$120.00	\$82.80	\$3,394.80
2	41	HMN4103B	AUDIO ACCESSORY,IMPRES RSM DSPLY W JACK, NO CHNL	\$345.00	\$238.05	\$9,760.05
3	2	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$1,315.00	\$907.35	\$1,814.70
4	2	NLN7967A	MULTI-UNIT CHARGER WALL MOUNT KIT	\$21.00	\$14.49	\$28.98
5	41	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$163.00	\$112.47	\$4,611.27

**Total Quote in USD****\$19,609.80**

ACCESSORIES REVISION 2  
 CHANGE EARPIECE MODEL AS PROVIDED BY CUSTOMER

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.



Low Bidder: Motorola

Bid Price: \$19,609.80(OSD MA ITT-57)

### Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen\* signature **before Wednesday morning\*\*** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: \_\_\_\_\_ Account # \_\_\_\_\_
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<b><u>Buildings and Public Works</u></b>	<b><u>Goods and Services</u></b>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>	<input checked="" type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul>	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>
<input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.                         <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul>	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li>a. Solicit qualifications prior to sealed bids.</li> </ul>	

Original for Accounting     Original for Procurement     Original for Vendor     Contract to Treasurer's

Signature of Town Administrator: \_\_\_\_\_

**\*\*Note: Failure to gain sign-off before Wednesday at noon results in the contract being delayed to the next meeting.**

# **CORRESPONDENCE**

**From:** Charles Gruszka [<mailto:charlesgruszka@hotmail.com>]

**Sent:** Tuesday, October 26, 2021 8:41 PM

**To:** Michael D. MacAskill <[mmacaskill@townofharwich.us](mailto:mmacaskill@townofharwich.us)>; Larry Ballantine <[lballantine@townofharwich.us](mailto:lballantine@townofharwich.us)>; Don Howell <[dhowell@townofharwich.us](mailto:dhowell@townofharwich.us)>; Mary Anderson <[manderson@townofharwich.us](mailto:manderson@townofharwich.us)>; Julie Kavanagh <[jkavanagh@townofharwich.us](mailto:jkavanagh@townofharwich.us)>

**Cc:** Joe Powers <[jpowers@town.harwich.ma.us](mailto:jpowers@town.harwich.ma.us)>

**Subject:** Proposed amendments to the Monomoy Regional Agreement assessment formula

6 Teaberry Avenue  
Harwich, MA 02645

October 26, 2021

Dear Members of the Harwich Board of Selectmen,

A couple of years back, I interviewed before the Board as a candidate for the open Harwich seat on the Monomoy Regional School Committee. Mr. Howell posed a question to the candidates seeking to determine which, if any of us, were aware of the extent to which Harwich assessments for the schools had increased since the decision was made to regionalize with Chatham to form the Monomoy Regional School District (MRSD). I was not able to provide the answer to the question posed. I thought it was a very important question for any member of the community to be able to answer. I, therefore, set about to determine the answer and to also find out what the fiscal differences were between Harwich and Chatham as a result of regionalization. I can say with confidence that I have reflected upon and researched MRSD funding in greater depth than any Harwich resident not serving in an official capacity.

The main results of my research and reflections were summarized in a guest editorial which I submitted to *The Chronicle* and which appeared in the July 8, 2021 issue. I believe that editorial is very relevant to the Board's current deliberations on proposed amendments to the assessment formula contained within the Regional Agreement. I have included it at the end of this letter and encourage you to reread it in light of the current deliberations or read it, if you did not have an opportunity to do so when it first appeared. I believe it frames the key points and significant facts on these matters as well and concisely as any existing document.

I am well informed regarding the matter before you. A major portion of the proposed changes in the funding formula recommended by the School Committee are based on elements of the existing Agreement of the Mt. Greylock Regional School District. I brought that Agreement to the attention of the school department after it was brought to my attention by my son-in-law who owns his own company, which contracts out business management and other services to school systems on a contractual basis. His company was involved with the Mt. Greylock District at the time that Agreement was being considered, and he thought that it was quite relevant to the situation in the Monomoy District, whereby each member town had its own elementary school.



The same reason why I believe that, in the interest of fairness, Harwich should approve the amended formula recommended by the School Committee, is also the source of my greatest fear regarding this matter. From surveys and inputs at community forums, folks in Chatham appear adamant that the section of the Regional Agreement calling for elementary students in each town to be able to attend school within their town remains in place. (I personally believe and have publicly expressed that the best educational interests of the District elementary students would be for the two elementary school buildings to be divided by grade levels and serve all of the students of the District at their respective grade levels. This thinking is supported by the District Administration, a substantial majority of the educators in the District, and has strong support among Harwich parents. The main objection comes from Chatham. However, such a reconfiguration of the elementary schools cannot happen under the current Regional Agreement and is not being recommended in the proposed amendments.)

As you are aware, the current arrangement results in a much higher per pupil expenditure for Chatham Elementary School (CES) than for Harwich Elementary (HES), and the difference will continue to expand significantly into the foreseeable future if current enrollment projections play out. Since Harwich currently funds approximately 75% of the costs of operating CES, it is, in effect, subsidizing Chatham to enable Chatham students to obtain their elementary grades education in a school within their town. If Chatham remains adamant about this, it is only fair that it pick up the full cost of maintaining a separate elementary school for its town. In turn, Harwich should do the same re HES. A fair agreement, in my opinion.

I believe that the proposed amendment to the funding formula before you has a very good chance of obtaining approval at Chatham Town Meeting because Chatham has been so vocal about its desire for their children to be able to obtain their elementary grades education at CES. Passage of the amended formula would take away any argument and incentive to Chatham for the situation to be otherwise. For Harwich, the subsidizing of the separate operation of CES for the benefit of Chatham students would discontinue. (If Harwich approves the change and Chatham does not, I believe that Harwich should then move to amend the Regional Agreement to eliminate the wording that elementary students be guaranteed the ability to attend school in their town of residence, and move toward regionalizing the elementary school buildings into a grades PreK-2 school in one town and a grades 3-4 configuration in the other.)

My fear is that, if the amended funding formula is adopted by both towns and approved by DESE, this will satisfy the strongest desire of Chatham and end any interest on its part to consider a more radical set of amendments to the funding formula to deal with the fiscal crisis that has already entered its initial stages in the MRSD and which threatens the ability to maintain the high quality status it has achieved.

Mr. Howell's comments at the last two meetings of the Board sounding the alarm regarding these matters are right "on the mark" in my opinion based on what I have experienced in the regional school district in which I served and, as relayed by the Superintendent to the School

Committee in the Lincoln-Sudbury District in which he served prior to coming to Monomoy. I point out the data supporting my statement that there is a crisis in my July 8 editorial.

The FY22 MRSD budget represents less than a 1% increase over FY21, yet generates an assessment increase of just over 2% for Harwich (and 4.21% decrease for Chatham!) That budget does not include over \$620,000 of needs identified by the District Administration that were held back from inclusion. That is, the FY22 school budget had a \$620,000 shortfall of meeting the District's needs when it was passed by the School Committee and sent to the towns for approval.

I was dismayed that at this week's meeting, the Board did not have the calculations sheet for the FY22 Monomoy budget if the proposed amended funding formula based heavily (but not fully) on the Mt. Greylock approach, was in effect. As a result, it once again had to delay deliberations on this matter. I received a copy from Jon Chorey, Harwich FinCom Chair, who requested it from a member of the School Committee. He asked me to go over it with him prior to your Oct. 12 Board meeting, so that he understand it as best he could, which I did. Those calculations would have led to a shift in assessment from Harwich to Chatham of \$612,830 for FY22. (Note: Harwich would have had to apply somewhere in the area of \$450,000, roughly 3/4 of that assessment shift to its school assessment if it wanted to fund the \$620,000 shortfall in the school budget.)

I note that, with the assessment shift of \$612,830, Harwich's assessment would still be more than \$6.6 million above its FY11 school assessment, the last year it operated its own separate school system. Despite the analagous assessment increase, Chatham's assessment would still be more than \$800,000 below its FY11 pre-Regionalization assessment under the proposed amended funding formula.

Common sense dictates that maintaining a school budget increase of under 1% during an inflationary period is unrealistic, given the fiscal situation of Harwich. Even level funded school budgets will generate assessment increases for Harwich that will skyrocket under current enrollment projections. As the factors which are foundational to the quality of the educational experience provided by Harwich (small class sizes, important support services, broad curricular offerings, a wealth of activities, adequate instructional materials and equipment, etc.) erode and more students begin to consider school choice and charter schools, as was the case until recently, Harwich and Chatham families will begin to demand more robust school budgets. However, Harwich will not be able to afford them without substantial Prop 2 1/2 overrides and still be able to adequately fund all other important town services. Chatham will be well able to afford higher school assessments and will want them. However, the current funding formula will prohibit higher contributions by Chatham. (I saw this scenario played out in the regional district in which I served, which many years ago entered the stage at which I currently see Monomoy. It was very frustrating for the towns in the five-town district to not be able to contribute more to funding the schools because of the restrictions of the funding formula in their regional agreement.)

(I am confused by Mr. MacAskill's comment at the last two Board Meetings that Chatham voluntarily contributed \$500,000 to Harwich this year. I was not aware of this and don't understand how this could be allowable under the current Regional Agreement. Mr. MacAskill, could you please provide me details of this contribution from Chatham to Harwich? Thank you.)

When I was in the business many years ago now, the Nauset Regional District was known to us inland as one of the "gold standard" districts in the State. I am pleased to tell you that, as a career educator, I am thrilled that two of my grandchildren who live in the Nauset district attend Monomoy under school choice! The Monomoy school budget is foundational to the quality of educational experience students receive in its schools. It enables high quality, dedicated educators and support staff to maximize the outcome of their efforts on behalf of their students! I want to see that continue. In addition to affordable housing, a quality school system is a critical factor in attracting young families to want and be able to stay and/or move into Harwich and Chatham.

Personal and property wealth are supposed to be factors taken into consideration in the formula which generates each town's minimum required contribution to the school budget. It was just this year that I found out that there is a ceiling in the formula that both Harwich and Chatham meet, thereby cancelling out these factors. Any greater wealth and affordability above the ceiling that Chatham enjoys over Harwich is therefore negated, and student enrollment becomes the primary factor in calculating minimum required contribution.

There can be a funding formula worked out by the two towns which would take wealth and affordability into consideration. Chatham has roughly 55% of the equalized property valuation of the two towns as of FY21 figures and makes up roughly 33% of the total population as per the 2020 Federal Census. These two factors are primary drivers in the level of taxation a community can assess, and property taxation is the primary source of funding for the schools and every other critical municipal service. Without Regionalization, each town would have to operate its own school system and assume all associated costs regardless of student enrollment. Is it fair that, given the above figures, Harwich assumes roughly 75% of school costs and Chatham roughly 25%? I doubt that anyone would have projected that those percentages could grow well into the 80's for Harwich and drop into the teens for Chatham in the not too distant future when the District was being formed.

While the proposed Monomoy funding amendment draws heavily from the Mt. Greylock Agreement, there are key differences. Mt. Greylock utilizes equalized valuation figures in its calculation of capital costs and in determining the percentage of Chapter 70 aid to be applied to each of the three school budgets under their formula.

The Agreement between the towns of Manchester-by-the-Sea and Essex utilizes average equalized valuation and total town population as per latest Federal Census to determine assessment splits for capital costs. They use the same two factors in determining the assessment splits for non-instructional operating costs. They utilize average equalized



valuation and 3-year rolling foundation enrollment to determine assessment splits for instructional operating costs. As you can see, student enrollment data is only utilized as part of the determination of assessments for operating costs. I think this formula is a strong effort to be certain that wealth and affordability factors are taken into consideration in an assessment formula aimed at fairness and a goal that the District can maintain a high level of quality in a way that matches the affordability of each of the member towns.

I urge the Board to support the amended funding formula in the Regional Agreement brought forward by the School Committee in the interest of financial fairness to Harwich, and to urge the School Committee to suggest an amendment in the future to regionalize the elementary schools which the Board would support, if Harwich approves the current proposed amendments and Chatham does not.

As importantly, I urge the Board to not delay in urging Chatham to work with it to examine the long term budgetary future of the Monomoy Regional School District and the ramifications if the current enrollment projections for the two towns continue to play out. At a minimum, the current Working Group involving the two towns should vigorously pursue the work of attaining a long term solution to funding the schools in a way which keeps the high quality of the educational experience for students in the Monomoy District viable. Change in that area will be slow and difficult and, as a result, this is a matter that should not be put off.

Thank you very much for your consideration of my input on these matters. I am happy to discuss these matters in greater depth with the Board or its individuals at any time. Please do not hesitate to communicate any questions or concerns.

A copy of the July 8 editorial follows.

Sincerely,  
Charles Gruszka

H: 508-432-9013

C: 774-239-2946

[charlesgruszka@hotmail.com](mailto:charlesgruszka@hotmail.com)

**From:** Charles Gruszka <[charlesgruszka@hotmail.com](mailto:charlesgruszka@hotmail.com)>  
**Sent:** Monday, June 21, 2021 5:50 PM  
**To:** [editor@capecodchronicle.com](mailto:editor@capecodchronicle.com) <[editor@capecodchronicle.com](mailto:editor@capecodchronicle.com)>  
**Subject:** LETTER TO EDITOR

Editor:

Since moving to Harwich from Worcester in 2015, I have followed the deliberations of the Monomoy Regional School Committee and school budget deliberations very closely. I have 34 years of experience in public school education, including 24 as a principal, serving at grade levels ranging from pre-K to 8, in a five-town regional school district in Massachusetts. I have served in a voluntary capacity as a community representative for the 10-year NEASC accreditation process for Monomoy Regional High School (MRHS), the Monomoy Regional School District (MRSD) Strategic Planning Steering Committee, the School Council of MRHS, and a number of other MRSD committees.

While there is currently a considerable amount of focus on the status of the elementary schools, particularly Chatham Elementary School (CES), the financial crisis facing the MRSD is one that impacts ALL students at ALL grade levels.

The MRSD FY'22 school budget approved at recent Town Meetings fell about \$620,000 short of the amount required to fund all of the District's needs identified by the Administration, as presented to the School Committee. Some of the items not included in the budget will impact CES. Others will impact the middle and high school, attended by both Chatham and Harwich students. The budget did not include these items in order to reach a level of affordability for the Town of Harwich. While all other Harwich departments were asked to come in with level funded budgets, the Regional School Budget was set by the School Committee at an increase of just under 1 percent. Utilizing the funding formula in the Monomoy Regional Agreement, which is driven by student enrollment, this resulted in an assessment increase of over 2% for Harwich and a substantial decrease in assessment for Chatham.

Even if Chatham picked up the costs of operating CES, the \$620,000 FY'22 budget shortfall of its identified needs would not be made up.

When the MRSD was formed, I don't believe that anyone could have anticipated that student enrollment in Chatham would decrease at a pace that is so much more rapid than that in Harwich. I believe it was assumed that enrollments would remain stable or increase/decrease at close to an equivalent rate in both Towns over time. The enrollment decline in Chatham that is far outpacing that in Harwich, and is expected to continue into the foreseeable future, means that Harwich will be picking up an increasingly higher percentage of the school budget with each passing year. This will mean that even a level funded school budget will generate an assessment that Harwich cannot afford. While there will be some cost reductions due to declining enrollment, even with Chatham contributing more to the budget to offset the per

pupil cost of CES, future school budgets will not be able to meet the needs of the MRSD and, at the same time, generate an assessment affordable to Harwich. This will result in increased class sizes, the cutting of programs and course offerings, and/or an inability to maintain state of the art and up to date instructional materials. This will impact the education of Chatham and Harwich students equally, and at all grade levels.

Since Regionalization, from FY12 to FY22, Chatham has never had a year where its school assessment has been as high as FY'11, the last year before Regionalization. During that period, Chatham has realized a cumulative total of over \$16 million in assessment cost lower than its last year of operating its own completely separate school system. These are dollars that were available to pay for all other Town services cherished by its residents and maintain the lowest tax rate on Cape Cod. During the same time period, Harwich has been assessed a cumulative total of over \$34 million higher than its FY'11 school assessment, the last year prior to Regionalization. The differential between the two towns totals over \$50 million!

It is my perspective that maintaining a balance between funding a top-quality education program and providing all the other town services that are important to its residents will be a significantly greater challenge for Harwich than Chatham in the years ahead.

When I moved into Harwich and began learning about the schools, I was tremendously impressed at the quality of the Monomoy District, enabled by the budget provided by the taxpayers of the two Towns. Due to the increasing funding burden on Harwich driven by the much sharper decline in enrollment by Chatham, it will not be possible for Harwich to sustain a school budget to maintain the current quality and richness of the Monomoy District. While Chatham will be able to afford to pay more, that will not be possible under the current funding formula or even under a formula in which Chatham picks up the cost differential to operate CES. The reality is that Chatham is at the mercy of the affordability level of Harwich in setting the District school budget.

Chatham residents need to be concerned about the quality of the preK-12 educational program for the students of its Town. The situation is not as simple as worrying about maintaining an elementary school in the Town. Not by any means!

For the long term, I believe that the funding formula within the Regional Agreement between the two Towns needs to be renegotiated to move away from one based almost exclusively upon student enrollment to one that better reflects the relative affordability of the two towns. In determining a town's minimum contribution toward its school budget, the State intends that factors such as personal and property wealth be included in addition to student enrollment. However, there is a ceiling to those factors within the formulation that both Harwich and Chatham meet, which negates them and makes student enrollment the sole factor in determining each town's minimum required contribution. According to the Regional Agreement, student enrollment is also the sole determinant of each Town's assessment above the minimum.



While most Regional Agreements in Massachusetts base assessments primarily upon student enrollment, the District formed by the two towns of Essex and Manchester-by-the-Sea rely on average equalized valuation and town population as per the most recent decennial U.S. census in their formula for apportioning capital costs and non-instructional operational costs. Instructional costs are determined by a combination of average equalized valuation and student enrollment. Since each town would have to operate its own school system if not regionalized, it would have to assume total capital and operating cost. Ability to raise revenue based on property evaluation and taxpayer population would be the key determinants of the affordability of the school budget proposed by its school committee. The towns of Lanesborough and Williamstown, which form the Mt. Greylock Regional School District, also utilize equalized evaluation data in its calculations. What I am proposing is not without precedent.

The current apportionment of costs for the MRSD based on three year rolling average student enrollment assesses Harwich at approximately 75% and Chatham at 25% of the costs above minimum required contribution (which, as explained above, is determined almost exclusively by student enrollment.) However, looking at the 2010 U.S. Census data on the two towns, Harwich population is 12,243 (66.65%) and Chatham is 6,125 (33.35%) of the total combined population of 18,368. As for equalized valuation data for FY'21, Harwich total valuation was \$5,973,169,000 (44.64%) and Chatham equaled \$7,406,455,520 (55.36%) of the two-Town total of \$13,379,624,520.

As can be seen, using total town population and/or equalized valuation data in the calculation of the respective assessments to the Towns above minimum required contribution would generate a much different, and, I would argue, fairer apportionment of the costs to operate the MRSD than the current Regional Agreement.

Joint meetings of the Select Boards, Finance Committees, Finance Directors, and Town Managers of Harwich and Chatham should be occurring on an ongoing basis working toward recommending to the voters of the two Towns an amended formula for determining school assessments beyond minimum required contribution for the two Towns. The recommended amended formula should utilize factors beyond student enrollment, like total equalized valuation and total population that take ability to pay into consideration. I would recommend a consideration of the Essex and Manchester-by-the-Sea assessment formula as a good starting point for such deliberations.

For the sake of maintaining the current high-quality preK-12 education experience for all of the students of both Towns in the MRSD, the elected and appointed officials of both Towns are urged to be open to negotiating a new funding formula that will generate assessments that match the ability to pay of both Towns, rather than be driven by the financial limitations of Harwich, as is the current situation. In addition to that of the elementary schools, the middle school and high school educational experience for the students of both Towns lies in the balance .

Sincerely,  
Charles Gruszka  
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C: 774-239-2946





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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

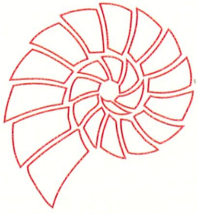
I am writing to clarify two issues that were voiced at the Board's meeting on November 1, 2021: 1. The sale of Matrix, Heritage Properties's 40b project in Hudson, MA, and 2. Market rents at a proposed 40b project in Brewster, as well as market rents in the mid and lower-Cape region.

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 flowing 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

**Judith Underwood  
220 Sisson Road  
Harwich, MA 02645**

November 15, 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,

I live at 220 Sisson Road, directly across from Chloe's Path. In full disclosure I serve as a Harwich Water & Wastewater Commissioner and as a Trustee on the Harwich Affordable Housing Trust, and I am an enormous advocate for both Clean Water and Affordable Housing. I write this letter with a heavy heart and a lot of anxiety for my children and the Town's future – so I will make my points concise and direct. It's caused me enormous agita every time I try to write so please accept my letter with great appreciation for all you do.

- 1) First, and with all due respect Chairman MacAskil you are incorrect in believing that the Forever Wild Covenant declared in the Barnstable Registry of Deeds Bk 29940 Pg 256 can be amended – it cannot. According to **#22 Ammendments, 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...there is NO exception for the Forever Wild Covenant”** – it is as it is stated, and as Attorney Ford has stated. There are “from time to time” amendments that can be made but **NOT** the Forever Wild Covenant. Please do not bring the Town of Harwich into a litigious situation.
- 2) The stabilization design that Engineer O'Reilly presented to the Planning Board was NOT carried out. Indeed, the developer ceased the employment of Engineer O'Reilly right after the Planning Board Meeting so he had no oversight, and the Town offices that were contacted to come and observe the dumping that was being done at the sight did not show. I, and others, maintain that the hill there is not stabilized correctly and could wash away, or worse create a landslide (which we have seen out of California in similar situations), and injure or kill anyone in its path.
- 3) Sisson Road in front of my house is a 40 mile an hour road. The cars already back up from the elementary school pickup making a single lane which is dangerous for the police and fire fighters to do their work. Having 200 – 250 cars going in and out of there are a lot of headlights on my front rooms, anytime a right-hand turn is made out of Chloe's Path. A left hand turn out of Chloe's Path, any time of year, is dangerous as the driver's (40 miles an hour) cannot see

**Judith Underwood  
220 Sisson Road  
Harwich, MA 02645**

coming up the hill from Town Center. From May through September, we cannot take left hand turns out of our property because the traffic is so heavy. How will adding an additional 200 – 250 cars help the already challenging traffic situation in the Town Center? Lastly, how will this impact the ability of our Police and Fire Departments to do their jobs quickly and safely?

- 4) The developers still have not identified where on the property the Turtle protection will be. I would like you all to see the attached proposal submitted by Engineer O'Reilly in October of 2016. Please note the Turtle Protection Area – it's now been cleared and the soil, plowed...
- 5) Lastly, with regards to the Waste-Water Management. While I believe they could obtain the permit needed (it is a 40B), it will come at a cost in some part of the area. I do not believe they can afford in their business plan to have a zero nitrogen system put in place – they are extremely costly. Instead, it appears from Engineer O'Reilly's remarks that they will either purchase/lease additional land that is unused and do a nitrogen credit swap. In some areas this might be appealing, in this location however it will not keep down the eutrophication process. On paper they will be "doing the right thing" but in reality, that nitrogen will head right to Saquatucket Harbor.

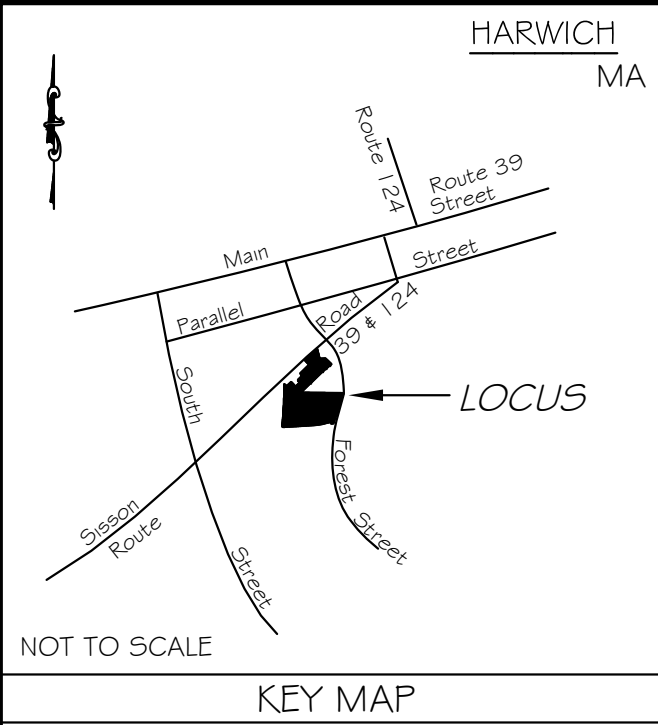
Thank you for your time and please go back to #1 and review very closely. I put myself through NYU Graduate School working for an attorney who was the Pre-Law Dean. He was a stickler for language, and the Forever Wild Areas language is not to be interpreted. It is final in its wording. Attorney Michael Ford is spot on, and as the Town of Harwich is part and parcel to this property (lot 8 Conservation) we must be diligent in our steps forward and support what the Planning Board allowed five years ago.

Thank you,

Judith

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





**OWNERS OF RECORD:**  
 LOUIS J. SEMINARA, JR., TRUSTEE  
 QUIVET NECK REALTY TRUST  
 DEED BOOK 17492 PAGE 70  
 ASSESSORS' MAP 31, PARCEL D-4  
 ARTHUR P. DOANE, JR.  
 VIRGINIA DOANE  
 DEED BOOK 1412 PAGE 465  
 ASSESSORS' MAP 31, PARCEL D-3

**ZONING CLASSIFICATION**

ZONE	RL (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

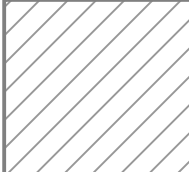
**AREA CALCULATIONS:**

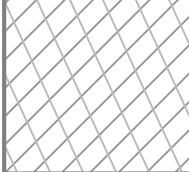
TOTAL PARCEL AREA	576,920 SF±	(13.24 AC±)
TOTAL WETLAND AREA	170,660 SF±	(3.91 AC±)
TOTAL UPLAND AREA	406,260 SF±	(9.33 AC±)
AREA OF LOTS 1-8 (FOR HOMES)	143,064 SF±	(3.28 AC±)
AREA OF ROAD	50,196 SF±	(1.15 AC±)
AREA OF TEMPORARY DISTURBANCE	30,197 SF±	(0.69 SC±)
TOTAL OF DISTURBED LOTS AND ROAD	223,458 SF±	(5.13 AC±)

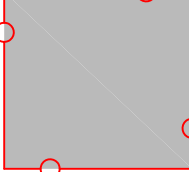
TOTAL OPEN SPACE PROVIDED: (AFTER REVEGETATION OF TEMPORARY AREAS)  
 576,920 - 193260 = 383,660 SF±  
 8.80 AC± OR 66.5 %

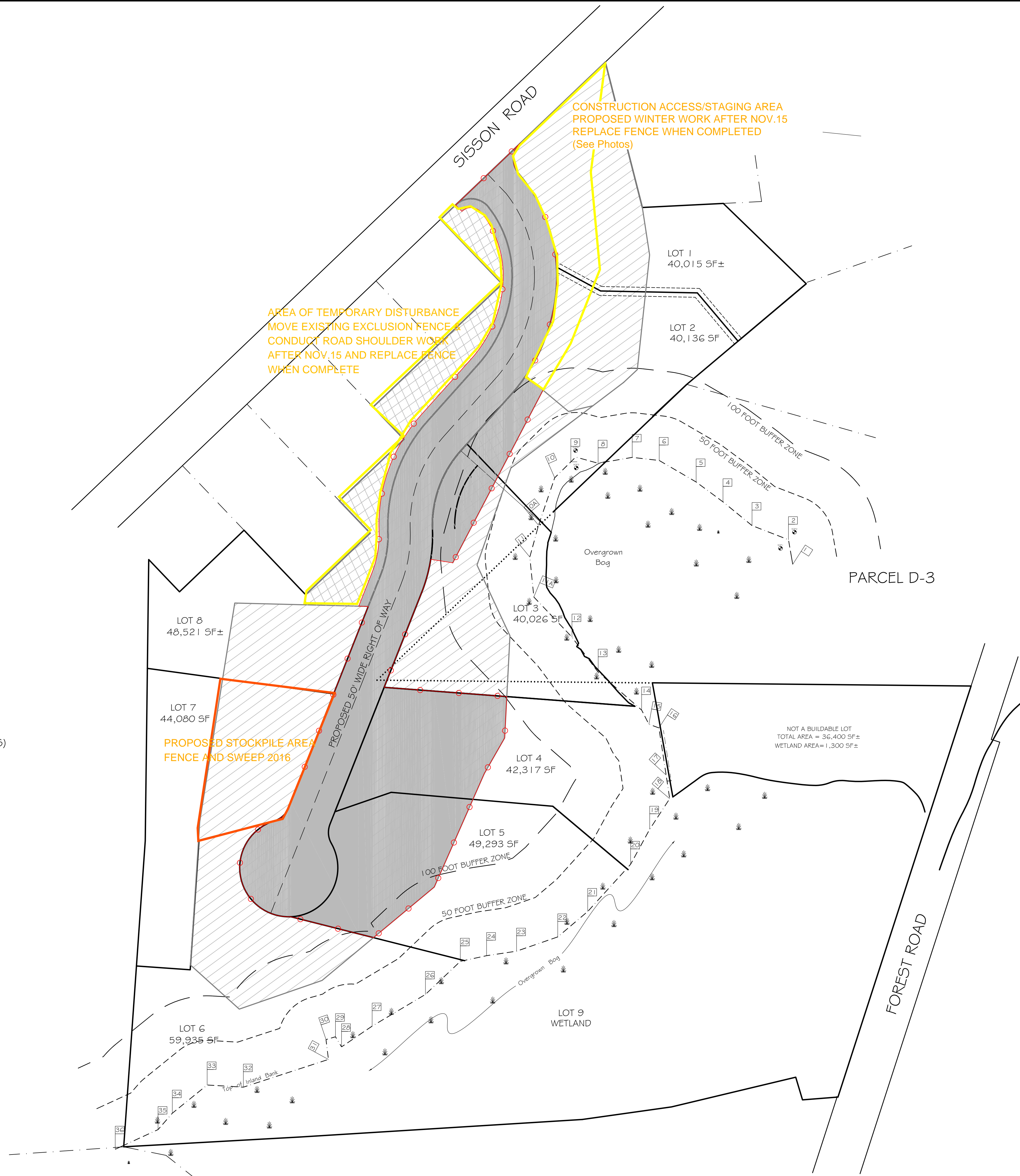
UPLAND OPEN SPACE PROVIDED:  
 406,260 - 193260 = 213,000 SF±  
 4.89 AC± OR 52.4 %

TOTAL UPLAND AREA LEFT IN NATURAL STATE  
 (INCLUDES PERMANENT AND TEMPORARY ALTERATIONS)  
 406,260 - 223,458 = 182,802 SF±  
 4.20 AC± OR 45.0%

 AREA OF ROADWAY, UTILITIES, HOME CONSTRUCTION, ASSOCIATED GRADING FOR THE HOMES INCLUDING THE UTILITIES  
 AREA = 187,153 SF±

 AREA OF TEMPORARY DISTURBANCE ASSOCIATED WITH THE ROAD CONSTRUCTION TO BE REVEGETED 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  
 1573 Main Street - Route 6A  
 P.O. Box 1773  
 Brewster, MA 02631  
 (508)896-6601



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 be of 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 or grazing; holding horses, pets, livestock, or domestic animals within a paddock; 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 15<sup>th</sup> and April 15<sup>th</sup> and may use a string trimmer within the area of the footpath from August 1<sup>st</sup> to May 31<sup>st</sup>.

c. **Monuments and Signage.** The Declarant and the Declarant's Successors shall maintain in good condition any, bounds, monuments, makers 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 the right to grant an easement to the Town of Harwich to lay, relay, construct, maintain, operate, inspect, repair, and replace and remove water mains, service pipes, and appurtenances thereto in, under, through, and over the said Road.

6. Roof Shingles. Shall be CERTAINTEED brand, LANDMARK Architectural style, WEATHERWOOD color on all buildings.
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.
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, licenses 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.** These restrictions shall not operate in any way nor shall they be 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.** The DECLARANT may 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.

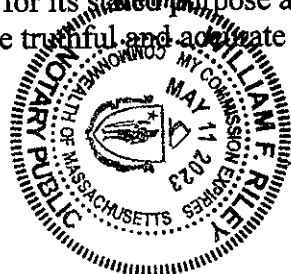
HFH DEVELOPMENT, LLC

By: Peter B. Donovan, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 16<sup>th</sup> 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 truthful and accurate to the best of his knowledge and belief.



Notary Public - William F. Riley  
My Commission Expires:

5-11-23