

SELECTMEN'S MEETING AGENDA*
Tuesday, May 26, 2020, 6:30 P.M.

REMOTE PARTICIPATION ONLY
Public can access meeting at Channel 18 (Broadcasting Live)
OPEN PUBLIC FORUM

For those members of the public wishing to make comment you may do so by a combination of email and phone by;

1. First, send an email to comment@town.harwich.ma.us
(Send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter "request to speak Jane Doe"
 - b. Replace Jane Doe with your name - No need to add any more detail to email
2. Please wait until the Chairman has opened this agenda item for Open Public Forum
3. Dial: 646-749-3122
4. Enter Access Code: 637-402-669
5. Please be patient and eliminate any background noise
6. Callers will be taken in the order the emails are received
7. When your name is called use *6 to unmute yourself

I. CALL TO ORDER

II. WEEKLY BRIEFING

- a. COVID-19 Updates: Presenters: Joe Powers, Interim Town Administrator; Meggan Eldredge, Health Director
- b. Update on ongoing efforts by the Town in support of the Business Community

III. NEW BUSINESS

- a. Vote to Approve Joseph F. Powers, Interim Town Administrator, to another 90 Day Term
- b. Vote to Approve the Memorandum of Understanding between the Harwich Community Center and the Nutrition Program of Elder Services of Cape Cod and the Islands
- c. Discussion and possible Vote on proposed Annual Town Election Warrant for June 30, 2020

IV. OLD BUSINESS

- a. Discussion and Vote – Interim Town Administrator's Proposal to postpone Annual Town Meeting to September 28, 2020 and initiate 1/12th budget mechanism
- b. Discussion and possible Vote – 2020 Beach Season Operating Plan in response to COVID-19

V. CONTRACTS

- a. Discussion and possible Vote to authorize Interim Town Administrator to execute contracts in excess of \$25,000 in response to COVID-19 reimbursable procurement
- b. Vote to Approve bid award for tree work at the golf course - \$34,998.00
- c. Discussion and Vote to Approve CVEC Round 4 Solar Default and award two contracts to the second bidder
- d. Vote to Approve participation in CDBG COVID-19 Grant
- e. Vote to Approve and authorize the Chair to sign Commonwealth of MA Dredging Program Grant contracts for Allen Harbor and Wychmere Harbor - \$72,000.00

VI. OPEN PUBLIC FORUM

- a. See dial in instructions above

VII. TOWN ADMINISTRATOR'S REPORTS

- a. Update on Piping Plovers on Town Beaches

VIII. SELECTMEN'S REPORT

IX. 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:

Posted by: _____
Town Clerk

Danielle Delaney

Date: _____
May 21, 2020

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Community Development, Engineering and Public Safety Department Heads

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

CC: Board of Selectmen

RE: Recommendations on reducing or streamlining local regulations, requirements and policies impacting potential expansion of outdoor dining

DATE: May 21, 2020

As you know, the business community in Harwich, especially restaurant, food service and services related to tourism support have been negatively impacted by COVID-19 requirements and closures.

Recognizing the Board of Selectmen's commitment to these vital segments and industries in our local economy, I am hereby directing you to analyze existing regulatory regulations, rules, policies and procedures to identify areas where the town, through your regulatory agencies and/or boards, can streamline processes related to the expansion of outdoor dining for restaurants and food service establishments.

As we anticipate guidance from the Restaurants & Hospitality Industry subgroup advising Governor Baker's Reopening Advisory Board, please be as creative as possible in anticipation of relief from corresponding state regulatory bodies and agencies.

Your immediate response is needed for me to inform the Board of Selectmen of our efforts at their meeting on Tuesday, May 26, 2020.

We will direct our attention to additional industries and sectors in the days and weeks ahead to aid in the recovery of our local economy.

Thank you for attention to this critical matter and for your collaboration efforts in support our local merchants and businesses.

Danielle Delaney

From: Larry Ballantine
Sent: Tuesday, May 19, 2020 1:11 PM
To: Robert Lawton; Joe Powers
Cc: Danielle Delaney
Subject: Fw: Acting TA
Attachments: RE: Legal opinion

Joe/Bob, please add the appointment of Joe for another 90-term to next BOS agenda (Help me with language). I assume this is an old business item.

Background, Joe has been pointed to two consecutive 90-day terms which has just expired. Based on attached legal opinion from John, K-plaw, my recommendation is the Board appoint Joe to another 90-day term.

We should have the position filled before the end of this term.

Thanks,

Larry

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Tuesday, May 19, 2020 11:34 AM
To: Larry Ballantine
Cc: Robert Lawton
Subject: RE: Acting TA

Dear Larry;

I am attaching my previous email in which I opined that the provision of the Charter that limits the appointment of an interim town administrator to two 90 day appointments is directory rather than mandatory for the reasons stated in the opinion. Based on that, it is my opinion that the Board of Selectmen may appoint the current interim town administrator to another 90 day terms notwithstanding the Charter.

Please let me know if you have any questions.

John

John W. Giorgio, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
D: (617) 654 1705
F: (617) 654 1735
C: (617) 785 0725
jgiorgio@k-plaw.com
www.k-plaw.com



May 14, 2020

Carolyn B. Carey
Harwich Community Center
100 Oak St.
Harwich, MA 02645

Dear Ms. Carey,

Enclosed are two signed copies of the Memorandum of Understanding between the Harwich Community Center and the Nutrition Program of Elder Services of Cape Cod and the Islands.

Please sign and return one copy for our records. If you have any questions, feel free to contact me at (508) 394-4630 ext. 401.

Regards,

A handwritten signature in black ink that reads 'Louis Eppers'. The signature is written in a cursive, flowing style.

Louis Eppers
Nutrition Program Manager

MEMORANDUM OF UNDERSTANDING

The **Nutrition Program for the Elderly** of Elder Services of Cape Cod and the Islands, Inc., whose offices are located at 68 Route 134, South Dennis, Massachusetts 02660 and the **Harwich Community Center** do hereby agree the kitchen of the **Harwich Community Center** be available each Monday through Friday for the preparation of serving of meals-on-wheels to elder citizens as outlined by Title IIC of the Older American's Act.

This MEMORANDUM OF UNDERSTANDING shall be effective **July 1, 2020** by and between **Harwich Community Center** and **Elder Services of Cape Cod and the Islands, Inc.** This Agreement shall be in force until **June 30, 2021** unless amended by either party or either party issues a thirty- day (30) notice of cancellation.

The kitchen area and rest rooms shall be available for the Nutrition Program each day Monday through Friday from **8:30 a.m. to 1:00 p.m.**

The Nutrition Program shall supply liners for waste receptacles for the kitchen. The Nutrition Program shall be responsible for cleaning the sections of the refrigerator and freezer used by the program, and proper disposal of trash after use by the Program. The **Harwich Community Center** is responsible for cleanup when the facilities are in use for other activities.

The **Harwich Community Center** provides locked storage space in the kitchen and next to kitchen areas and is responsible for trash removal and snow removal for ease of access to the building by the senior citizens. The Community Center is responsible for custodial care of the rest rooms.

The **Harwich Community Center** shall provide a key to the facility to allow access for the Nutrition Program for the delivery of food.

Elder Services of Cape Cod and the Islands, Inc agrees to pay the **Town of Harwich** the sum of Seventy-five Dollars (\$75.00) per month, during each month of use of the Harwich Community Center pursuant to this Agreement, to cover the cost of electricity incurred by or on behalf of the Elder Services Nutrition Program.

The **Harwich Community Center** and the **Nutrition Program** agree to meet all requirements of inspection by fire, building and health officers.

MEMORANDUM OF UNDERSTANDING

Page 2

The **Nutrition Program** shall notify the **Harwich Community Center** if the kitchen area shall not be needed on a given day. The **Harwich Community Center** shall give adequate notification to the **Nutrition Program** if the space shall be unavailable.

The **Nutrition Program** agrees to provide annually, a current Certificate of Insurance evidencing Profession and General liability and worker's compensation coverage.

The contact person for the **Nutrition Program** at Elder Services of Cape Cod and the Islands, Inc., is:

Louis Eppers
Nutrition Program Manager
Telephone (508) 394-4630

The contact person for **Harwich Community Center** is:

Carolyn B. Carey, Director
Telephone: (508) 430-7586

FOR THE PROJECT
Louis Eppers

FOR THE PROVIDER
Harwich Board of Selectmen

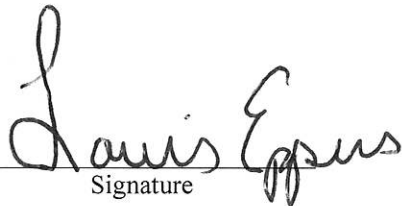
Signature

Signature

Signature

Signature

Signature


Signature

Date: 5/14/20

Date: _____

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL ELECTION BALLOT
JUNE 30, 2020**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said County,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, June 30, 2020 then and there to act on the following ballot:

POLLS WILL BE OPEN AT 11:00 A.M. and CLOSE AT 6:00 P.M.

To choose on one (1) ballot the following Town Officers and Committees: two (2) Selectmen for three (3) years; two (2) Monomoy Regional School Committee Member for three (3) years; two (2) Library Trustees for three (3) years; one (1) Water Commissioner for three (3) years; one (1) Housing Authority Member for five (5) years

**TOWN OF HARWICH CHARTER AMENDMENT –
BALLOT QUESTIONS AND SUMMARIES**

BALLOT QUESTION NO. 1:

Shall the Town of Harwich approve the charter amendment proposed by Town Meeting summarized below?

Yes: _____

No: _____

SUMMARY OF BALLOT QUESTION NO. 1:

Massachusetts General Laws, Chapter 43B, Section 10, allows Town Meeting to vote to amend the Town's Charter. On May 6, 2019, Annual Town Meeting voted unanimously to amend the Town's Charter through Warrant Article 35. That Charter Amendment is conditioned upon the voters approving the same at this 2020 Annual Town Election.

The Proposal will amend Chapters 6 and 10 of the Town Charter so as to form a new water and wastewater commission, which will be a five-member board elected for three year terms. The water and wastewater commission will be responsible for the administration, maintenance, and operation of the water and sewer systems and facilities throughout the Town of Harwich. The water commission will cease to exist but the current three members of the water commission will serve out the remainder of their elected terms as members of the water and wastewater commission, and may run for re-election to the water and wastewater commission when their current terms expire. At the next annual election after the approval of this question, two new members of the water and wastewater commission will be elected.

All records, property, and equipment currently held by the water commission will be transferred to the water and wastewater commission, and all funds appropriated for the water commission and for the sewer systems will be available to the water and wastewater commission. The addition of sewer responsibilities will not affect any contracts or liabilities currently in force with the water commission. The board of selectmen will be responsible for the design and construction of town sewer systems, and for the implementation of a wastewater management plan.

A “YES” vote on this Ballot Question would be in favor of approving this amendment to the Charter.

A “NO” vote on this Ballot Question would be opposed to approving this amendment to the Charter.

BALLOT QUESTION NO. 2:

Shall the Town of Harwich approve the charter amendment proposed by Town Meeting summarized below?

Yes: _____

No: _____

SUMMARY OF BALLOT QUESTION NO. 2:

Massachusetts General Laws, Chapter 43B, Section 10, allows Town Meeting to vote to amend the Town’s Charter. On May 6, 2019, Annual Town Meeting voted to amend the Town’s Charter through Warrant Article 36. That Charter Amendment is conditioned upon the voters approving the same at this 2020 Annual Town Election.

The Proposal will amend Sections 9-5-2, 9-6-1, and 9-6-7 of the Charter which govern the procedures used by the Capital Outlay Committee to recommend warrant articles for Annual Town Meeting. The Capital Outlay Committee assists with the preparation of the Town’s 7-Year Capital Outlay Plan, which forecasts the Town’s spending on major capital assets, such as its machinery, land, and facilities. The Amendment will require the Capital Outlay Plan to be adopted or amended each year at Annual Town Meeting. The Amendment further provides that any warrant articles, with the exception of petitioned articles and Community Preservation Act articles, which are not included in the current year of the Capital Outlay Plan as adopted by Town Meeting, shall require approval by the Capital Outlay Committee, the Finance Committee, and the Board of Selectmen, along with a two-thirds vote at Town Meeting, before they will take effect.

A “YES” vote on this Ballot Question would be in favor of approving this amendment to the Charter.

A “NO” vote on this Ballot Question would be opposed to approving this amendment to the Charter.

Question - Public Advisory Question
This question is non-binding

Shall the Town of Harwich direct the Board of Selectmen to communicate to Governor Baker and the State Legislature with respect to the Pilgrim Nuclear Power Station on Cape Cod Bay that the Governor and Legislature employ all means available to ensure that: (1) spent nuclear fuel is secured in better quality dry casks and hardened onsite storage; and (2) spent fuel pool and casks are protected with heightened security to prevent intrusion in order to protect the health, welfare, and economic interests of the Town of Harwich, its inhabitants and visitors.

Yes ____ No ____

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2020.
(month)

Larry G. Ballantine, Chair

Edward J. McManus, Vice Chair

Stephen P. Ford, Clerk

Donald F. Howell

Michael D. MacAskill

Board of Selectmen: TOWN OF HARWICH

Attest: _____
Anita N. Doucette, MMC/CMMC
Town Clerk

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Interim Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

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

CC: Michael Ford, Town Moderator
Anita Doucette, Town Clerk
Carol Copolla, Finance Director
Robert Lawton, Interim Assistant Town Administrator

RE: Recommendation to plan for Annual Town Meeting on Monday, September 28, 2020 and to initiate action on a One-Twelfth Operating Budget for Fiscal Year 2021

DATE: Tuesday, May 26, 2020

POSTPONING THE 2020 ANNUAL TOWN MEETING

Given the ongoing uncertainty on when groups larger than 10 or more can safely congregate and understanding that special legislation allowing for a reduction in warrant articles may not be enacted into law in a timely manner, I recommend that the Board of Selectmen, Town Moderator and Town Clerk take any and all necessary steps to postpone the 2020 Annual Town Meeting until **Monday, September 28, 2020**.

Town Clerk Anita Doucette and I have already taken the liberty of identifying a date for a special town meeting and subsequent special election in anticipation of borrowing authorizations for wastewater projects. While those activities will be held in abeyance, the planning process is helpful in postponing the Annual Town Meeting and using the fall dates in support of this recommendation.

The new date for the Annual Town Meeting would be Monday, September 28, 2020 with every hope that this can occur as in years past with a full warrant and robust participation and discussion.

Additionally, we could use the date set aside for a special election related to sewer borrowing for a special election to vote on any proposition 2/12 overrides or debt exclusion, if necessary, based on the new Town Meeting date. That date is **Tuesday, October 6, 2020**. However, given the expectation of early voting and other activities related to the Presidential Election in November, a special town election after October 6 is not feasible.

ESTABLISHING A ONE-TWELFTH BUDGET PROCESS

While postponing our Annual Town Meeting to a date certain in September offers a glimmer of hope of a town meeting more reminiscent of past years, establishing the required monthly deficit spending plan (so-called “1/12 budgeting”) for the months of July, August and September is not a simple process and requires immediate attention.

Please see the attached memorandum, dated May 2020, from Mary Jane Handy, Director of Accounts in the Division of Local Services (DLS) in the state’s Department of Revenue (DOR).

This memorandum outlines “deficit spending authority for continued operations after June 30, 2020 in the event of a delay in FY2021 budget adoption” and provides helpful guidance on the steps we must take to undergo this unfortunate but necessary process.



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Bulletin

BUL-2020-6

An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID-19

TO: Local Officials
FROM: Mary Jane Handy, Director of Accounts
DATE: May 2020
SUBJECT: **Deficit Spending Authority for Continued Operation After June 30, 2020
In the Event of a Delay in FY2021 Budget Adoption**

This Bulletin provides guidance to local officials regarding the procedures for obtaining deficit spending authority for continued operation beginning July 1, 2020 as authorized by section 5 of [An Act to Address Challenges Faced by Municipalities and State Authorities Resulting From COVID-19, Chapter 53 of the Acts of 2020](#), (the Act). Section 5 provides an option for towns and districts for expenditure without appropriation if the town's or district's annual budget is delayed beyond June 30, 2020 due to the current COVID-19 emergency ("emergency").

Section 5 authorizes the Division of Local Services' Director of Accounts (director) to approve expenditure from any appropriate fund or account of an amount necessary to continue uninterrupted government operations of not less than 1/12th of the town's or special purpose district's FY2020 approved budget. The director's authority continues provided the emergency prevents budget adoption by a town or special purpose district meeting. Once the FY2021 budget is adopted, the deficit expenditure authority approved by the director terminates and spending authority thereafter will be pursuant to the budget approved by the town or district meeting.

Towns and districts may not spend beginning July 1, 2020 without either a FY2021 budget approved by the town or district meeting or approval of monthly deficit spending by the director under section 5 through the procedures described in this Bulletin. If it is possible that a scheduled town or district meeting may not be held by June 30, we strongly encourage that a monthly expenditure plan under this Bulletin be submitted as soon as possible to ensure spending authorization starting July 1.

I. Process to Receive Deficit Expenditure Approval by the Director

A. Delay of Town or Special Purpose District Meeting

Section 5 applies to a town or district where the adoption of its annual budget is delayed beyond June 30, 2020 due to the current COVID-19 emergency (“emergency”).

[Bulletin 2020-02](#) explains sections 1 through 4 of Chapter 53 of the Acts of 2020. These provisions grant authority to boards of selectmen and town councils to delay town meetings beyond June 30 and to moderators to recess and continue scheduled meetings due to the emergency. Towns are advised to consult with their local counsel regarding the responsibilities of the board or council and the form of vote to delay the meeting. Districts are advised to post their annual meeting warrants and have the moderator recess and delay the meeting if necessary.

B. Develop a Monthly Expenditure Plan

Section 5 requires that the selectboard, town council or board of commissioners approve an expenditure plan for the month of July for submission to the director that provides sufficient expenditure authority necessary to achieve uninterrupted government operations and prudent fiscal restraint. The plan development and approval process will continue for each successive month while the emergency continues and prevents the adoption of a budget by the town or district meeting.

The monthly expenditure plan should include:

- an expenditure estimate for operations in the general fund and enterprise fund (estimates should consider that a reduction in estimated revenues may be required during the FY2021 tax rate setting process);
- amounts sufficient to cover regional school district, pension or other similar assessments; and
- debt service payments.

The monthly budget plan should not include:

- any activities which you have reason to believe will not be supported by the relevant appropriations (once adopted);
- increases in salaries called for in collective bargaining agreements that have not previously been approved by the legislative body;
- appropriations such as reserved premiums, overlay surplus, free cash, stabilization or other similar funds balances;
- capital or other items that ordinarily require special purpose appropriation by town or district meeting; and

- estimated FY2020 COVID-19 emergency expenditure deficits or other emergency expenditure deficits given authorization by the director under [G.L. c. 44, § 31](#).

FY2020 encumbrances, borrowing proceeds, gifts, grants, final judgments of courts or other adjudicatory agencies and other similar expenditures that do not require town or special purpose district appropriation for expenditure may be spent as usual without the director's authority.

Questions as to specific expenditures which can or cannot be added to the plan may be sent to the director for a decision.

C. Approve the Monthly Expenditure Plan

The monthly expenditure plan must be approved by the selectboard, town council or board of commissioners by majority vote pursuant to the open meeting law, as revised per Governor Baker's Executive Order on March 12, 2020. The vote need only indicate that the board or council approves the plan being submitted. The clerk of each board or council must certify that a vote to approve the plan was properly taken.

D. Submit the Monthly Request for Deficit Expenditure Authority

Towns and districts are required to complete and submit in Gateway for each month the Deficit Expenditure Approval form found in the "Misc Forms" Module along with these additional requirements:

- the uploaded monthly expenditure plan approved by the selectboard, town council or board of commissioners;
- completion of the summary of expenditures section of the form;
- an uploaded Clerk's certificate of vote stating the submitted plan was approved by the selectboard, town council or board of commissioners, the date and time of the meeting and vote results; and
- the Clerk's electronic signature.

Spending is not allowed beginning July 1 without a FY2021 budget approved by the town or district meeting or approval of monthly deficit spending by the director under this Bulletin. If it is possible that a scheduled town or district meeting may not be held by June 30, we strongly encourage that a monthly expenditure plan under this Bulletin be submitted as soon as possible to ensure spending authorization starting July 1.

II. Director's Approval

Section 5 authorizes the director to allow deficit expenditures for continued operations beginning July 1, 2020 of not less than 1/12th of the town's or district's FY2020 budget. For non-tax rate setting special purpose districts, the director will rely on FY2020 budget information received from the district's board of commissioners.

The director will approve monthly expenditures for July if the submittal is in compliance with section 5 and the instructions contained in this Bulletin. If the emergency continues to prevent budget adoption by a town or special purpose district meeting, the process described above will continue as long as necessary.

III. Accounting for Approved Expenditures

Once the town or special purpose district receives expenditure approval by the director, local officials must use best practices to manage spending so as not to exceed the director's expenditure allowance. When the annual budget is approved by the town or district meeting, the director's expenditure approval terminates and spending authority for the town or district is then pursuant to its adopted budget.

All expenditures made under the director's approval must be fully raised or otherwise funded on the FY2021 Tax Rate Recap.

2020 Town of Harwich Beach Season Opening Plan

Pre-season Covid Monitoring

- **Monday May 25 through June 26**
- **The Recreation and Youth Department is hiring 13-15 Covid Compliance Personnel to monitor Covid safety and guidelines at all major Harwich Beaches with associated parking lots.**
- **We will have Covid Compliance Personnel at the following beaches:**
 - Red River Beach**
 - Bank Street Beach**
 - Earle Road Beach**
 - Pleasant Road Beach**
 - Long Pond (Fernandez Bog)**
 - Cahoons Beach**
 - Atlantic Ave Beach**
 - Grey Neck Beach**
 - Brooks Road Beach**
 - Sand Pond**
- **Covid Compliance Personnel will monitor beaches 9:30am-4:30pm, 7 days per week**
- **Personnel responsibilities will include:**
 - Monitoring social distancing between bathing groups on the beaches**
 - Monitoring to ensure no groups of more than 10 people**
 - Monitoring the prohibition of ball playing, kites, Frisbees, beach games etc.**
- **Personnel will be provided with mask, gloves, sanitizer, and basic first aid kit in case of emergency**
- **Base of operations (Community Center) will have a senior employee monitoring radios and responding to any issues on the beaches**
- **Personnel required to maintain social distancing with patrons and to use all Personal Protective Equipment when social distancing is not possible**
- **13-15 Covid Compliance Personnel will continue in their positions through the summer season -- June 27 through Labor Day**

Summer Staff Precautionary Measures

- All summer staff will be trained by representative of the Health Department in Covid Safety Awareness.
- All summer staff will be required to have masks and gloves available when social distancing with patrons and other staff is not possible
- Lifeguard stands will be limited to one guard per stand at all times to ensure social distancing
- Significant space will be blocked off around each lifeguard stand to ensure distancing between staff and patrons of the beach
- All equipment will be washed down and sanitized before and after each shift
- Staff will be instructed to be very vigilant and aware of their own health and to communicate to supervisors any illness
- Staff will not be permitted to car pool to beach shift

Beach Parking

- All beaches will be allowed full parking capacity except Pleasant Road Beach and Earle Road Beach.
- Earle Road Beach has a large parking lot for a small beach area – social distancing would not be feasible if lot was full – back of Earle Road Parking lot will be blocked off to prohibit parking (50% capacity)
- Pleasant Road Beach has a large parking lot for a small beach area – social distancing would not be feasible if lot was full – back two rows of Pleasant Road Parking lot will be blocked off to prohibit parking (60% capacity)
- All other town beaches could have full parking lots and still achieve social distancing guidelines based on acreage area of beach.

Beach Daily Pass Sales

- Beach Daily Pass Sales will be taking place at Red River Beach and Long Pond (Fernandez Bog).
- We are proposing to discontinue daily pass sales at Pleasant Road Beach and Earle Road Beach for the Summer 2020 Season due to parking restrictions at those respective lots.
- Gate Attendants selling daily passes will be provided with a money box (drop box) daily so that patrons can insert payment into slot without

money changing hands between staff and patron. Exact change only will be allowed.

- **When selling daily passes, gate attendants will wear mask and gloves.**
- **Gate Attendants will wash down and sanitize all equipment before, during, and after shift.**

Beach Restroom Facilities

- **Beach Restroom Facilities at Town of Harwich Beaches will be opened for the season and cleaned 2-3 times daily by DPW.**
- **Covid Compliance Personnel will be responsible for managing restroom lines and social distancing.**

Beach Trash Pick-up

- **Town of Harwich Beach trash pick-up will continue as normally scheduled during the beach season by DPW.**

Beach Food Vendors

- **Beach Food Vendors under Town Contract will be permitted to begin operations at assigned beaches while fulfilling all safety guidelines (curbside pick up) and working with Health Department for proper permitting.**
- **Beach Food Vendors will not be permitted to have any picnic tables, chairs, or seating areas associated with their vendor area.**
- **Beach Food Vendors for the 2020 Beach Season include:
Mobile Mixers Mobile Food Vendor – Bank Street Beach
Mobile Mixers Mobile Food Vendor – Red River Beach
Winterbottom Ice Cream Trucks – All Town of Harwich Beaches**

General Beach Safety Measures

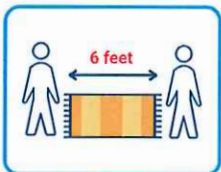
- **Appropriate signage will be posted at all Town of Harwich Beaches highlighting safety guidelines and beach policies regarding Covid.**
- **Hand Sanitizing stations will be placed at all Town of Harwich Beaches.**
- **Covid Compliance Personnel will ensure a socially distanced flow of people throughout parking lot, from parking lot to beach, and throughout beach areas.**

- **Beach safety guidelines will be highlighted on Recreation Department social media pages.**
- **Beach safety guidelines will be posted on Department website.**

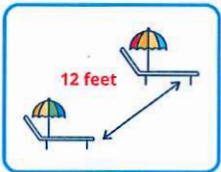
COVID-19 BEACH SAFETY RULES



Stay home if you feel sick.



Practice social distancing. Maintain at least 6 feet of distance between you and others.



Practice beach distancing. Maintain at least 12 feet of distance from your nearest neighbor in any direction.



Masks are required when 6' of distance cannot be maintained for ages 2 and up. Masks are not required to be worn while swimming or sunbathing.



Wash your hands with soap and water for at least 20 seconds and/or use hand sanitizer frequently.



Groups larger than 10 are not allowed to gather.



Group games are not allowed.



MICHAEL
HEFFERNAN
SECRETARY

Commonwealth of Massachusetts

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

STATE HOUSE, ROOM 373
BOSTON, MASSACHUSETTS 02133
TELEPHONE (617) 727-2040
WWW.MASS.GOV/ANF

Attachment A- Potential Municipal Uses

Note that the state and municipalities should coordinate on appropriate funding source where more than one source is potentially available for the purpose. For purposes of calculating the Estimated Request, costs in categories denoted with an asterisk () are assumed to be ineligible for FEMA reimbursement but FEMA has final approval for eligibility determination. Cost in all other categories are assumed to be reimbursed by FEMA at a rate of 75 percent.*

- Core municipal services, in a declared state of emergency
 - First responder costs, including:
 - Direct staffing costs – Overtime, additional hires, and/or backfilling staff who test positive
 - Quarantine/isolation costs for first responders who may be infected and should not put household members at risk – or who should be kept apart from potentially infected household members
 - Including hotel/motel space, sanitization of first responder vehicles, etc.
 - Temporary staff to backfill sick or quarantined municipal employees including:
 - City/town management
 - Phone/administrative support
 - Janitorial
 - Police, fire, EMT
 - Trash collection
 - Other
 - Staff for compliance and reporting associated with this funding
 - Accelerated telework capacity – infrastructure, subscriptions for meeting services, hardware (laptops)*
 - Hiring and training, including training for employees and contractors hired for COVID-19 response
 - PPE, including first responders, grocery store employees, gas station attendants and others who interact with public
 - Sanitation and Refuse Collection*
 - Food inspection*
 - Cleaning/disinfection of public buildings
 - Municipal buildings, including fire stations
 - Public housing
 - Specialized cleaning equipment
 - Air filtration / HVAC

- School distance learning, to the extent not funded from other sources, including
 - Planning and development, including IT costs*
 - Incremental costs of special education services required under individual education plans (IEPs) in a remote, distance, or alternative location*
 - Food for families that rely on food through the school system*
- Costs of debt financing related to COVID-19 investments – short-term borrowing and construction carrying costs*
- Health insurance claims costs in excess of reasonably budgeted claims costs, and directly related to COVID-19 medical costs
- Expanded public health mission
 - Boards of health staffing needs – to the extent not addressed with public health funding
 - Use of public spaces/ building as field hospitals
 - Shelter for those who are homeless or otherwise have nowhere they can go without significant risk to themselves or other household members, and are at high risk of or recovering from COVID-19
 - Food banks / food pantries – need tied to COVID-19*
 - Travel expenses – for distribution of resources
 - Transporting residents to COVID-19 medical and testing appointments
 - Signage and communication including translation services
 - Educational materials related to COVID-19
 - Testing for COVID-19
- Services and supports to residents in their homes
 - Grocery and/or meals delivery – modeled on COA activities
 - Expanded participation
 - Replacement of meals delivery volunteer staff (often retirees)
 - Wellness check-ins with vulnerable elders*
 - Short-term rental or mortgage support*
 - Prescription drug delivery*

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039




Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

CC: Roman Greer, Griffin Ryder

RE: Bid Award Tree Work at Golf Course

DATE: May 20, 2020

Roman Greer, Director of Golf at Cranbury Valley, has outlined necessary tree removal projects, tree stump grinding, repair of storm damage and the application of fertilizer and pest control at the golf course. Mr. Greer researched available contractors and found Bartlett Tree Experts on the state bid contract list.

Mr. Greer received a proposal from Bartlett Tree Experts and the proposal was reviewed by me, Griffin Ryder, and Matthew Feher of KP law. We have attached the package of information outlining the specific tasks, the state bid contract numbers, and the formal contract approved by KP law, for the Board of Selectmen's approval and signature.

RCL

Summary of Project

3/18/20

The Golf Department is seeking tree contractor to complete the work approved in ATM19/Article 29:

LANDSCAPE RECLAMATION, MAJOR TREE REMOVAL

ARTICLE 29: To see if the Town will vote to raise and appropriate, transfer and/or borrow a sufficient sum of money from the Golf Improvement Fund to continue landscape reclamation and tree removal according to the FY20 Capital Plan, but not restricted to any other areas that the Golf Director and the Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost: \$35,000.

Explanation: this is the next phase of tree removal specific to the "front side", holes 1-9. Removal of growth that restricts both air and light enhances the playability of these fairways as recognized by consultation with the USGA, and with the endorsement of the Golf Committee, the Director, and the Superintendent of the Green.

On 3/11/20 Bartlett Tree Experts were contacted to provide a quote. On 3/13/20 they had a site visit where they were asked to give quote for specific areas of the golf course including: applications/treatments, tree pruning, removal and stump grinding and removal.

Bartlett Tree Experts are on State Contract: OSC FAC-103, category 3

The Bartlett Tree Experts quote includes prevailing wage requirements.

The quote breakdown is as follows:

| | |
|---------------------|----------|
| Stump grind/removal | \$3,744 |
| Stump grind/removal | \$3,744 |
| Hole1-3 | \$4,992 |
| Holes 4-6 | \$4,992 |
| Holes 7-9 | \$4,992 |
| Holes 10-12 | \$4,992 |
| Holes 13-18 | \$4,992 |
| Fert/fung/insect | \$2,550 |
| Total | \$34,998 |

Project Name: Landscape Reclamation TM Year and Article #: TM19/#29 Appropriation: \$ 35,000

Low Bidder: Bartlett Tree Experts - State Contract Bid Price: \$ 34,998

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 \$25,000** 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.

| <u>Buildings and Public Works</u> | <u>Goods and Services</u> |
|--|---|
| <input type="checkbox"/> C1. Please show Prevailing Wage was used. | <input checked="" type="checkbox"/> GS1. If procured using the State Bid List : |
| <input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"><input type="checkbox"/> a. Written spec sheet.<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.<input type="checkbox"/> c. Apparent low bidder posted to Town website. | <input checked="" type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan. |
| <input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. Show project was in the Capital Plan.<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. | <input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.<input type="checkbox"/> b. Maximum contract length is three years. |
| <input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. Bid Bond of 5% of total value.<input type="checkbox"/> b. Sealed Bids.<input type="checkbox"/> c. End of Public Works construction requirements | <input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.<input type="checkbox"/> b. Show project utilized sealed bids.<input type="checkbox"/> c. Apparent low bidder posted to Town website. |
| <input type="checkbox"/> 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: <ul style="list-style-type: none"><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.<input type="checkbox"/> b. Set a designer fee or price ceiling.<input type="checkbox"/> c. Use Standard Designer Application Form | <input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.<input type="checkbox"/> b. Show project utilized sealed bids. |
| <input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. 100% payment bond was in bids.<input type="checkbox"/> b. 100% performance bond was in bids.<input type="checkbox"/> c. DCAMM certified bidders.<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. | <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 Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"><input type="checkbox"/> a. Solicit qualifications prior to sealed bids. | |

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

Signature of Town Administrator or Assistant Town Administrator: _____

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

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 The F. A. Bartlett Tree Expert Company, with an address of 17 Rayburn Road, Unit 4, Orleans, MA, 02653 hereinafter referred to as "Contractor", effective as of the 12th day of May, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Tree Care, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing 5/26/20, ~~201~~ through 6/31/20.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ \$34,998. 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.

General Liability

| | |
|----------------------------|----------------------------|
| Bodily Injury Liability: | \$1,000,000 per occurrence |
| Property Damage Liability | \$ 500,000 per occurrence |
| (or combined single limit) | \$1,000,000 per occurrence |

Automobile Liability

| | |
|----------------------------|----------------------------|
| Bodily Injury Liability: | \$1,000,000 per occurrence |
| Property Damage Liability | \$ 500,000 per occurrence |
| (or combined single limit) | \$1,000,000 per occurrence |

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

| | |
|------------------|----------------------------|
| Minimum Coverage | \$1,000,000 per occurrence |
|------------------|----------------------------|

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, Matthew Farin, 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.

06-0254490
Social Security Number or
Federal Identification Number

The F. A. Bartlett Tree Expert Company
Signature of Individual or
Corporate Name

By: Matthew Farin, Exec Vice President
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

Matthew Farin

Matthew Farin Executive Vice President
Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:

Finance Director (\$ _____)
Contract Sum

by its Town Administrator Under \$50,000

Town Administrator

Client: 1508439

Printed on: 3/13/2020

Cranberry Valley Golf Course
732 Main Street
Harwich, MA 02645

Bartlett Tree Experts
Craig Schneeberger - Representative
2964 Falmouth Road
Osterville, MA 02655

Business: (508) 255-4309
Fax Number: (508) 255-1104
E-Mail Address: CSchneeberger@Bartlett.com

Property Address: 183 Oak Street, Harwich, MA 02645

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Thank you for selecting the Bartlett Tree Expert Company to provide you with scientific tree and shrub care. This proposal is based on my knowledge and inspection of your trees and shrubs. Your decision to employ Bartlett, as the contractor for this work will ensure that certified tree experts and arborists are available to consult with you on all phases of protecting and maintaining the trees and shrubs on your property.

Tree and Shrub Work:

Removal

Grind the Oak, Pitch Pine and Cherry stump located at the holes 1 through 9 to approximately 6 inches below existing grade. Leave mulch outside of the hole.

Amount: \$3,744.00

Total Amount: \$3,744.00

Tick Populations are on the rise on Cape Cod and the Islands. Please ask us about our tick management programs.

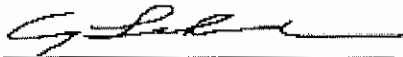
Thank you for the opportunity to provide you with this proposal for tree care. If you would like us to proceed with the recommendations please mail a copy to 17 Rayber Road Unit 4, Orleans, MA, 02653, or by fax at (508)255-1104.

Client: 1508439

Printed on: 3/13/2020

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)



(Bartlett Representative - Craig Schneeberger)

(Date)

3/13/2020

(Date)

Prices are guaranteed if accepted within thirty days.

All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

Client: 1508439

Printed on: 3/13/2020

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Tree and Shrub Work:

Natural Pruning

| Species | Location |
|--|-------------------|
| Damaged Oaks, Pitch Pines and Cherries | Holes 1 through 3 |

Goals:

- Repair storm damage
- Reduce risk of branch stem and/or root failure

Specifications:

- Reduce and/or remove dead, live, broken branches as needed, 2-8 inch diameter cut(s), to be directed by CV grounds management
 - Remove all debris
- * Arborist may use discretion with pruning cuts to accomplish stated pruning goals

Arborist Notes:

- ***Includes some tree removals as indicated by CV grounds management***

Amount: \$4,992.00

Client: 1508439

Printed on: 3/13/2020

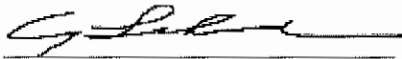
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.....
Total Amount: \$4,992.00
.....

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(Date)

3/13/2020

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Tree and Shrub Work:

Natural Pruning

| Species | Location |
|--|-------------------|
| Damaged Oaks, Pitch Pines and Cherries | Holes 4 through 6 |

Goals:

- Repair storm damage
- Reduce risk of branch stem and/or root failure

Specifications:

- Reduce and/or remove dead, live, broken branches as needed, 2-8 inch diameter cut(s), to be directed by CV grounds management
 - Remove all debris
- * Arborist may use discretion with pruning cuts to accomplish stated pruning goals

Arborist Notes:

- ***Includes some tree removals as indicated by CV grounds management***

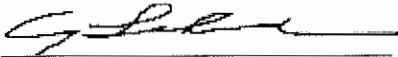
Amount: \$4,992.00

Total Amount: \$4,992.00

Client: 1508439

Printed on: 3/13/2020

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(Customer Signature)


(Bartlett Representative - Craig Schneeberger)

(Date)
3/13/2020

(Date)

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Tree and Shrub Work:

Natural Pruning

| Species | Location |
|--|-------------------|
| Damaged Oaks, Pitch Pines and Cherries | holes 7 through 9 |

Goals:

- Repair storm damage
- Reduce risk of branch stem and/or root failure

Specifications:

- Reduce and/or remove dead, live, broken branches as needed, 2-8 inch diameter cut(s), to be directed by CV grounds management
- Remove all debris

* Arborist may use discretion with pruning cuts to accomplish stated pruning goals

Arborist Notes:

- ***Includes some tree removal as indicated by the CV grounds management***

Amount: \$4,992.00

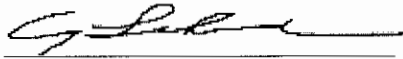
Total Amount: \$4,992.00

Client: 1508439

Printed on: 3/13/2020

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(Customer Signature)



(Bartlett Representative - Craig Schneeberger)

(Date)

3/13/2020

(Date)

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Tree and Shrub Work:

Natural Pruning

| Species | Location |
|--|---------------------|
| Damaged Oaks, Pitch Pines and Cherries | holes 10 through 12 |

Goals:

- Repair storm damage
- Reduce risk of branch stem and/or root failure

Specifications:

- Reduce and/or remove dead, live, broken branches as needed, 2-8 inch diameter cut(s), to be directed by CV grounds management
 - Remove all debris
- * Arborist may use discretion with pruning cuts to accomplish stated pruning goals

Arborist Notes:

- ***Includes some tree removal as indicated by the CV grounds management***


Amount: \$4,992.00

Total Amount: \$4,992.00

Client: 1508439

Printed on: 3/13/2020

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| | |
|--|-------------------------------------|
| _____ (Customer Signature) | _____ (Date) |
|  _____ (Bartlett Representative - Craig Schneeberger) | <u>3/13/2020</u> _____ (Date) |

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Tree and Shrub Work:

Natural Pruning

| Species | Location |
|--|---------------------|
| Damaged Oaks, Pitch Pines and Cherries | holes 13 through 18 |

Goals:

- Repair storm damage
- Reduce risk of branch stem and/or root failure

Specifications:

- Reduce and/or remove dead, live, broken branches as needed, 2-8 inch diameter cut(s), to be directed by CV grounds management
- Remove all debris
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Amount: \$4,992.00

Total Amount: \$4,992.00

Client: 1508439

Printed on: 3/13/2020

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(Customer Signature)



(Bartlett Representative - Craig Schneeberger)

(Date)

3/13/2020

(Date)

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All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOL.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.



BARTLETT TREE EXPERTS

SCIENTIFIC TREE CARE SINCE 1907

Client: 1508439

Printed on: 5/15/2020

Cranberry Valley Golf Course
732 Main Street
Harwich, MA 02645

Bartlett Tree Experts
Craig Schneeberger - Representative
2964 Falmouth Road
Osterville, MA 02655
Business: (508) 255-4309
Fax Number: (508) 255-1104
E-Mail Address: CSchneeberger@Bartlett.com

Property Address: 183 Oak Street, Harwich, MA 02645

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Soil Care and Fertilization:

Boost Liquid Treatment

Apply Boost Liquid 20-0-6 to the following plant and location to help maintain plant health.

- Oak trees, Maples, Pears and Cherries located at the length of the entry to the course, parking lot and surrounding the club house

Provide 1 treatment at 750.00 per treatment.

Estimated Treatment Date: 4/17/2020.

Amount: \$750.00

Pest Management:

Leaf Spot Treatment

Perform a foliage treatment to the following plant to help suppress leaf spot fungi.

- Kwanzan Cherry located at the entry to the course and around the club house

Provide 2 treatments at 250.00 per treatment.

Estimated Treatment Dates: 5/4/2020, 6/15/2020.

Amount: \$500.00

Client: 1508439

Printed on: 5/15/2020

Insect/Mite Treatment

Apply foliage treatment to the following plant to help suppress ticks, winter moth and cankerworms.

- Oak trees, Maples, Pears and Cherries located at the length of the entry to the course, parking lot and surrounding the club house

Provide 2 treatments at 650.00 per treatment.

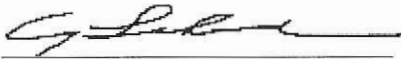
Estimated Treatment Dates: 5/4/2020 thru 5/30/2020, 6/15/2020 thru 7/11/2020.

Amount: \$1,300.00

Total Amount: \$2,550.00

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)



(Bartlett Representative - Craig Schneeberger)

(Date)

5/15/2020

(Date)

Prices are guaranteed if accepted within thirty days.
All accounts are net payable upon receipt of invoice.
Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.



General Terms Commercial

The F.A. Bartlett Tree Expert Company ("Bartlett Tree Experts") provides tree-care and related services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1

TREE RISK

1.1 Tree Risk

- (a) The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client's property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2

THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client's dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives ("Concealed Features"). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it



General Terms Commercial

- will be the Client's responsibility to remove and dispose of the signs.
- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.
- 2.20 Schedule of Plant Health Care or Soil Care and Fertilization Treatments**
- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.
- 2.21 Integrated Pest Management**
- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.
- 2.22 Trees in Poor Health or a Severe State of Decline**
- The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.
- 2.23 Fruit-Reduction Treatment**
- If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.
- 2.24 Fruit Tree or Crop Treatment**
- If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.
- 2.25 Tick, Mosquito, or Biting Fly Treatment**
- The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.
- 2.26 Termite or Wood Destroying Organism Treatment**
- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any



General Terms Commercial

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.

- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.



General Terms Commercial

2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3 DISPUTE RESOLUTION

3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4 MISCELLANEOUS

4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

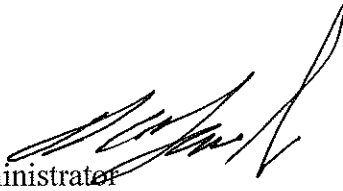


Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr.
Interim Assistant Town Administrator 

CC: Griffin Ryder, Sean Libby, Leo Cakounes, Elizabeth Argo

RE: CVEC Round 4 Solar - Default

DATE: May 18, 2020

The Town of Harwich has three contracts with Con Ed for a solar array at the Harwich Public Safety Building, and expansion of solar panels at the Harwich landfill (known as an "As of Right" project), and a solar parking canopy to be erected on the south side of the Harwich Community Center. In an email from Town Engineer Griffin Ryder dated May 13 and May 18, 2020 he outlines, on behalf of Sean Libby and himself, reasons for the Board of Selectmen to declare these contracts in default and cancel the agreements with Con Ed. I also spoke with Mr. Leo Cakounes, Harwich representative to CVEC, and he agrees with the cancellation of the contracts.

On Friday, May 15, 2020, late in the afternoon, I participated in a telephone conference with Elizabeth Argo, Executive Director of CVEC, and Mr. Cakounes to discuss the next steps. It was agreed, based upon current information, that a recommendation should be made to the Board of Selectmen to declare Con Ed in default and cancel the three contracts. I have attached the email from Mr. Ryder outlining his and Sean Libby's position as well as a supplemental email from Mr. Ryder dated May 18 regarding the As of Right installation. It is the recommendation of CVEC that if the contracts are declared in default the second bidder, Greenskies LLC could then be awarded the contract for the south side solar parking canopy at the community center and General Electric would be awarded the contract for the expansion of the landfill solar panels. It has been recommended by Mr. Libby and Mr. Ryder, based upon conversations with the Harwich Police and Fire Departments that we do not go forward

with the award for solar panels at the Public Safety building. Mr. Ryder, Mr. Libby, Ms. Argo, and most likely Mr. Cakounes will be available to discuss these matters with the Board of Selectmen at their next available meeting, where this item can be acted upon.

RCL

Robert Lawton

From: Griffin Ryder
Sent: Monday, May 18, 2020 11:04 AM
To: Joe Powers; Robert Lawton
Cc: Sean Libby
Subject: RE: CVEC Solar => ConEdison Contract Termination Discussion

Good morning-

Bob and I spoke this morning regarding the potential ConEdison termination. Based on Bob's discussion with Liz Argo and Leo Cakounes on Friday last week, if the Town of Harwich were to terminate the contract with ConEdison then all three contracts with ConEdison as a part of the Round 4 projects would need to be terminated. This includes the southside of the community center, the public safety building **and** the as-of-right site at the transfer station adjacent to the existing solar field. In my previous e-mail below I did not address the as-of-right site.

It is my understanding that the termination of the contract will require a Board of Selectmen vote.

Please let me know if you have any questions or would like to discuss.

Thank you,

Griffin

Griffin Ryder, P.E.
Town Engineer
Town of Harwich

From: Griffin Ryder
Sent: Wednesday, May 13, 2020 11:18 AM
To: Joe Powers <jpowers@town.harwich.ma.us>; Sean Libby <slibby@townofharwich.us>
Subject: CVEC Solar => ConEdison Contract Termination Discussion
Importance: High

Hi Joe-

Sean and I have discussed this and are in agreement with what we feel the appropriate next steps should be for the Town to move forward or terminate these solar projects.

Based on the information provided by CVEC below (in coordination with ConEdison) both Sean and I believe that it is in the Town's best interest to terminate the agreements for the Community Center and the Harwich Public Safety Building with ConEdison, as allowed by the contract.

For the Community Center, we believe contracting with the runner-up, Greenskies, provides the Town the best option as Greenskies is also the solar vendor responsible for constructing the solar canopy on the north side of the Community Center. Making the change in contractor to Greenskies will allow the Town to ensure that the canopies' aesthetics on both side of the Community Center will match.

For the Public Safety Building, we believe that the contract should be terminated completely and the runner up should not be selected or solicited. From my understanding the Police Chief is concerned with a solar canopy in the parking area along Sisson Road and terminating the contract would eliminate the Chief's concern.

The timing of this appears to be critical and both Sean and I agree that the direction should come from the TA. It appears that Liz is available after 12:00 today. I'd be happy to coordinate a call between Liz, you, Sean and I this afternoon to discuss and move this forward.

FYI, for reference Sean has indicated that the Town of Brewster has chosen to terminate their contract with ConEdison.

Please let me know how you would like to advance and your availability if you'd like me to coordinate a call with Liz.

Let me know if you have any questions.

Sean, please feel free to chime in if I missed anything.

Thanks,

Griffin

Griffin Ryder, P.E.
Town Engineer
Town of Harwich

From: Joe Powers
Sent: Wednesday, May 13, 2020 10:16 AM
To: Griffin Ryder <gryder@town.harwich.ma.us>; Sean Libby <slibby@townofharwich.us>
Subject: RE: Need to convene again to discuss ConEd further delinquency
Importance: High

I've been waylaid by late night release by state on beach access that I have to (and am now) vet with Meggan and Eric. If possible, connect directly and update me as soon as practicable.

Also, if this is a topic that needs to go before the BOS, let me know if you think we can pull everything together for 5/18.

Thank you!

Joseph F. Powers
Interim Town Administrator
Town of Harwich
Office: (508) 430-7513
Mobile: (774) 212-4412

From: Griffin Ryder
Sent: Wednesday, May 13, 2020 9:31 AM
To: Sean Libby <slibby@townofharwich.us>; Joe Powers <jpowers@town.harwich.ma.us>
Subject: Re: Need to convene again to discuss ConEd further delinquency

Good morning Sean & Joe-

I agree with Sean, I think we need to discuss so we can make a decision while we have the opportunity.

Besides for 10-11 am, I'm generally available today.

Thanks,
Griffin

Sent from my iPhone

On May 12, 2020, at 5:29 PM, Sean Libby <slibby@townofharwich.us> wrote:

This could be the answer for the police (default not move to alternate) and community center to go to alternate which is the same as round 5 on the north side.
We need to talk soon.

Sean

Sent from my iPad

Begin forwarded message:

From: Liz Argo <largo@cvecinc.org>
Date: May 12, 2020 at 2:48:18 PM EDT
To: Peter Lombardi <plombardi@brewster-ma.gov>, "Harper, Heather" <hharper@sandwichmass.org>, Leo Cakounes <lcakounes@cvecinc.org>, Sean Libby <slibby@townofharwich.us>, Joe Powers <jpowers@town.harwich.ma.us>, "Chuck Hanson" <chuckhansoncc@gmail.com>, "Johnson, John" <jjohnson@sandwichmass.org>, Donna Kalinick <dkalinick@brewster-ma.gov>
Subject: Need to convene again to discuss ConEd further delinquency

Good Afternoon All,

I am bringing to your attention another delinquency on the part of ConEdison in bringing the Round 4 projects forward expeditiously. Yesterday I had an overdue call from ConEd's new project developer, Josh Ross. I'd been agitating for Josh to get the Brewster Fire Station application in to the Old King's Highway and to address some design issues for a project for Harwich (the Safety Station Solar Canopy). Unfortunately, when he finally did set up the call, it was to tell me that ConEd does not have the refined set of plans finished for submission to OKH or for our next steps in Harwich. The reason for this delay, it seems, is another change of direction at ConEd. The choice of the subcontractor to provide the fully engineered plans was called into question, followed by an internal review of policy at ConEd. Meanwhile our projects sat untouched again for all of last month and I was told yesterday that the designs would take yet another month, with a new and, as yet, uncontracted subcontractor picking them up for completion. Yesterday I conveyed that the two month delay is unbelievable, especially in light of the history of delays with ConEd.

After the call, I sent an email to Josh and Ian Diamond letting them both know CVEC is compelled to bring this additional failure to move efficiently on project development to the attention of the towns. Late last night Ian asked me to hold off until this morning. Apparently ConEd was to have an internal call to discuss the issue.

This afternoon Leo Cakounes, CVEC Board President, and I had a call with the new Managing Director at ConEd, Virginia Cook, Ian Diamond, Sales Director, and the new project manager, Josh Ross. The call provided no comfort and resulted only in a promise of a timetable by Friday to layout the plan for getting appropriate engineering review with plans to follow.

CVEC recommends that termination be revisited by Harwich, Brewster and Sandwich. CVEC is quite concerned that the opportunities for the better options in the SMART program will be missed with the delays we are experiencing with ConEd. Can we schedule an immediate conference call with all of you? I will make myself available any time tonight, tomorrow before 10:30 or after 12:00. I hope we can all be on a call as I think it is helpful for all affected parties to share their thoughts.

I would note that we will be able to keep the interconnection applications in with Eversource and keep our placeholder applications in SMART. The Early Termination provisions that highlight our ability to keep the forward momentum are attached.

I am also now reaching out to the second choice developers to get timelines from them should we ask them to assume project engineering with which we can make a comparison with what ConEd will present.

As an additional help towards expediting a potential shift to the second choice developer, the second attachment is the chart with the RFP developers for the 6 ConEd projects. I have highlighted ConEd in yellow and the potential second choice in green.

Thank You,

Liz

Liz Argo
Executive Director

<image002.jpg>

Cape & Vineyard Electric Cooperative, Inc.
23H2 White's Path, Suite 2
South Yarmouth, MA 02664
774-722-1812 (cell)

From: Liz Argo

Sent: Thursday, March 05, 2020 7:52 PM

To: Peter Lombardi <plombardi@brewster-ma.gov>; Harper, Heather <hharper@sandwichmass.org>; Leo Cakounes <lcakounes@cvecinc.org>; chuckhansoncc@gmail.com

Subject: Second call following call with Con Ed to discuss options

Hello All,

On tomorrow's call with Con Ed, you will hear why Con Edison has not lived up to its obligations on the timeline to prepare the PV projects for which it was selected in Round 4.

CVEC's lawyer will be on the call as well.

I would like to provide a second call tomorrow, following the call with Con Ed, so you can all discuss with CVEC and yourselves the options open to you; 1) termination and selection of the next runner up, or 2) staying with ConEd. Once you hear what ConEd has to say tomorrow you will know better what you should do.

I have a doctor's appointment at 1:00. If I set up a call for 2:30, can you all be on it?

Alternatively, you can all call me independently.

LIZ
774-722-1812

<Section 3 Early Termination.docx>

<Review of pricing for ConEd termination discussion.xlsx>



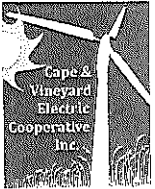
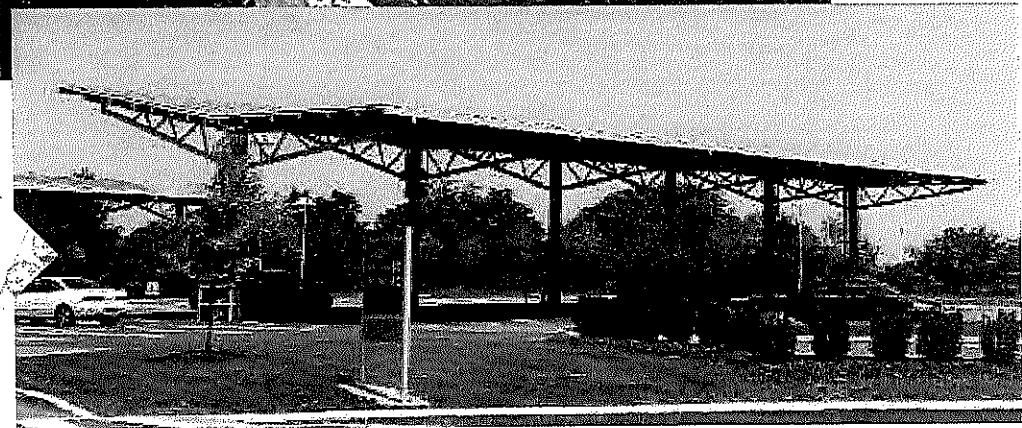
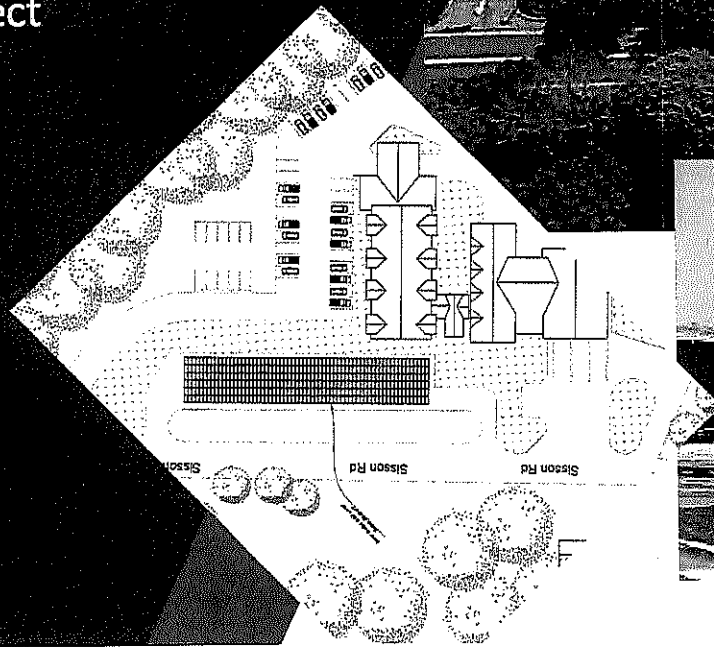
4 Projects in CVEC's Round 4 are contracted – Replace vendor for 3?
 1 Project in CVEC's Round 5 awaits contracting.
 Needed: Contract for R4 vendor replacement (?) and contract for R5.

| Project | Developer | Contract Status | Decision or Action Needed |
|--|-------------|--|---|
| Cranberry Valley Golf Course: Cart Barn and Ground Mount | Greenskies | Contracted, interconnection application approved and project registered in state incentive program (SMART) | No action needed. Close to construction start. |
| Harwich As of Right: Ground Mount next to Landfill | Con Edison? | Contracted | Recontract with second choice developer (tbd) |
| Harwich Public Safety Station | Con Edison? | Contracted | Recontract with second choice developer (tbd) or DROP PROJECT |
| Harwich Community Center Solar Canopy: South | Con Edison? | Contracted | Recontract with second choice developer - Greenskies |
| Harwich Community Center Solar Canopy: North | Greenskies | Awaiting contracting | Contract with Greenskies |

If replace ConEd, all interconnection applications will be transferred to new developer. ConEd prices better across board.

ROUND 4: CONTRACTED
Harwich Public Safety Station
Solar Canopy
Potential Annual Savings:
\$12,000

Decision: Change Developer
or drop project



ROUND 4: CONTRACTED:

Harwich Community Center Solar Canopy
Southern Array

Southern Canopy will directly power
Community Center with a battery for resilience.

Potential Annual Savings:

\$16,544 BTM PPA for Southern (ConEd)

ROUND 5: AWAITS CONTRACTING

Harwich Community Center Solar Canopy
Northern Array

Potential Annual Savings:

\$15,860 Lease for Northern (Greenskies)

Northern Canopy will tie into grid.

Action: Complete Contracting for Round 5

Decision: Change Developer
for Round 4 Southern Canopy ?

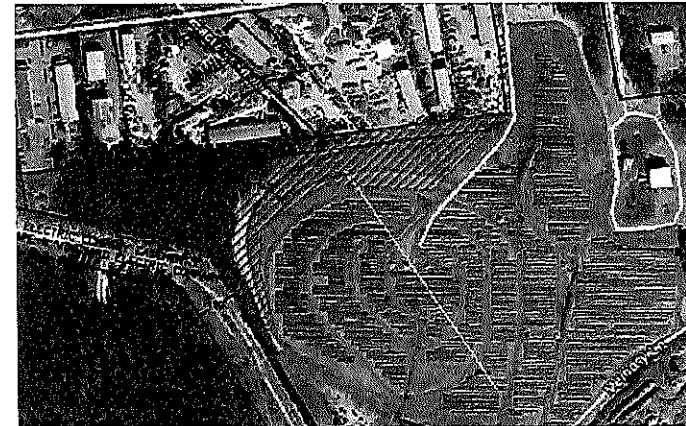
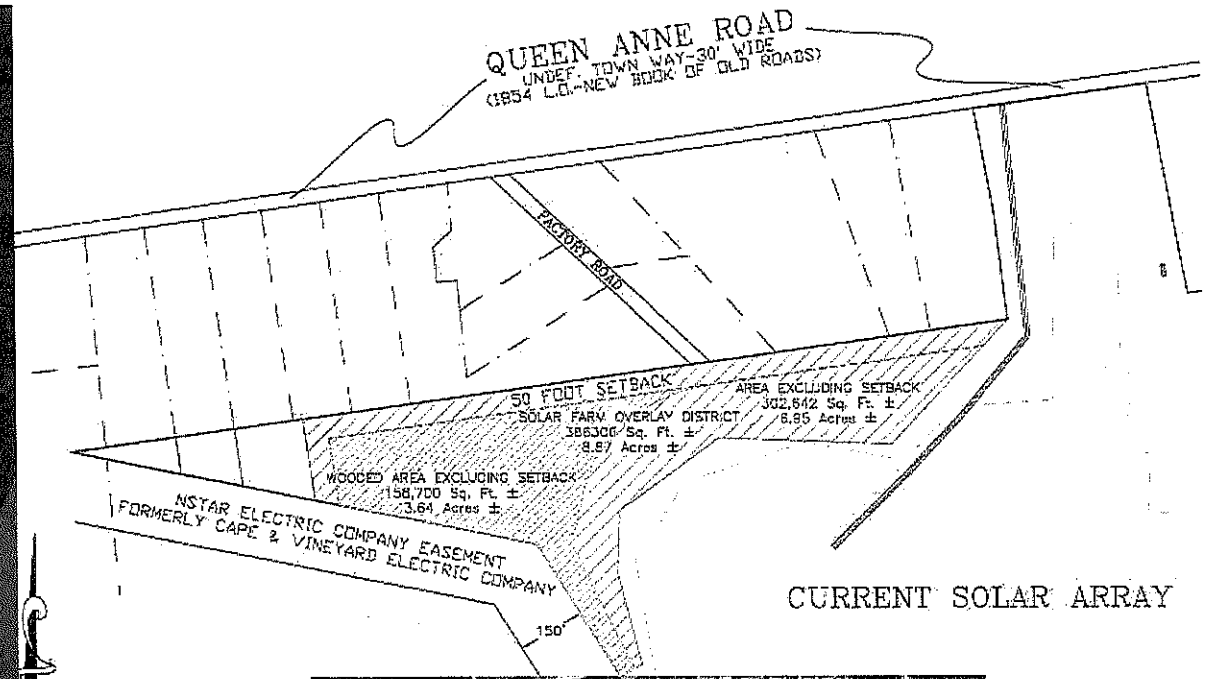
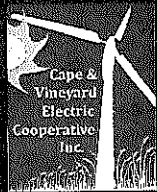
Possibly Greenskies could be the developer
for both northern and southern canopies.



ROUND 4: CONTRACTED
Harwich As of Right Site Ground
Mount PV
Possible to add Community Solar

Potential Annual Savings:
\$60,000 Lease

Decision: Change Developer





TO: HARWICH SELECTBOARD
CC: JOE POWERS, ACTING TOWN ADMINISTRATOR
FROM: ALICE BOYD, BAILEY BOYD ASSOCIATES
DATE: MAY 3, 2020
RE: PARTICIPATION IN CDBG COVID-19 GRANT

The Federal Coronavirus Aid, Relief, and Economic Security Act, signed into law March 27, 2020 included Community Development Block Grant (CDBG) funds for each state to assist local communities in meeting the COVID-related needs of low to moderate-income residents. The Department of Housing & Community Development will be making \$19m available to non-entitlement communities statewide (non-entitlement cities and towns do not receive CDBG funding directly from the Federal Government and must compete for funds passed through the State). We expect DHCD to release applications imminently and they will be expedited.

The Town of Truro is currently the lead community for a regional CDBG grant and is inviting the town of Harwich to participate in an eight-town regional application that will provide two programs to benefit Harwich residents. The public hearing for this project will be conducted on May 12, 2020 and will determine the final application contents however based upon input from local social service agencies we anticipate applying for the following:

Small Business Forgivable Loans & Microenterprise Forgivable Loans

This loan fund would provide forgivable loans tied to job retention. The funds could be used by local businesses to bring back employees, or pay the overhead and costs of doing business. Businesses who retain employees for a set period of time would have their loans forgiven. Seasonal businesses are accepted into this program. We anticipate that 70% of the program funds will be utilized for this program.

Mortgage and/or Rental Assistance

These funds would benefit local residents with up to three months assistance on meeting rent and mortgage obligations. Residents must be income qualified and be determined as low-to moderate income. We would require applicants to verify that they had first negotiated with their mortgage lender or landlord previous to applying. Payments would be made directly to the lender or landlord. The local organizations that were polled recommended that 30% of the program funds be utilized for this program.



There is no cost to the town of Harwich and there is great benefit to residents however there is a requirement to participate:

- The Select Board must vote to participate in FY19 CDBG-CV grant and sign two copies of a "Joint Authorization Form" (attached) and return it to me as quickly as possible

Proposed Motion: Move to participate in the regional FY19 CDBG-CV grant for Small Business and Microenterprise Loans along with Rental and Mortgage Subsidies program.

Thank you for your consideration.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS
Community Development Fund 2019-CV
Joint Application Authorization: Harwich

CDF-2019-CV Truro

MUNICIPALITY: HARWICH

Contact Person:

Name: Joe Powers
Title: Acting Town Administrator


Signature of Chief Elected Official

Printed Name of Chief Elected Official

Title of Chief Elected Official

Town of Harwich
Harbormaster's Office
715 Main Street -- PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Interim Town Administrator
From: John C. Rendon, Harbormaster 
Date: May 13, 2020
Subject: MA Dredging Program Grant

Request acceptance and approval of the attached contract for the award of a Massachusetts Dredging Program grant of \$36,000 from the Executive Office of Housing and Economic Development. In May 2019, I submitted a grant application to assist with the funding of the Allen Harbor channel dredge project. I estimated based upon past dredge projects that approximately 8000 cubic yards of material will be dredged from Allen Harbor channel this spring by Barnstable County. With a per cubic yard cost of \$9.00, the total project cost is estimated at \$72,000. The grant program requires a fifty percent match, so the cost to the town will be approximately \$36,000, which is available in the Harbormaster Department operating budget. Thank you.

Enclosure: (1) MA Standard Contract -- 2019 Dredging Program Grant

Copy: (1) Waterways Committee Chairman

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF HARWICH

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Harwich.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Harwich at Allen Harbor in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$ 93,141.00 This is based on removing up to approximately 10,349 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M, Monday through Sunday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this
_____ day of _____, 2020.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF HARWICH:


Ronald Bergstrom, Chairman

5/20/2020
Date

_____ Date

Approved as to availability of funds:

Carl Coyah (#93,141.-)
Finance Director
016332/586000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the thirteenth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 93,141.00, to do and perform all dredge related work at Allen Harbor, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 20, 2020


Janice O'Connell
Barnstable County Regional Clerk

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF HARWICH

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the County of Barnstable, hereinafter called the "County," and the Town of Harwich.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Harwich at Wychmere Harbor in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$ 34,065.00 This is based on removing up to approximately 3,785 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M, Monday through Sunday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this
_____ day of _____, 2020.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF HARWICH:

Ronald Bergstrom
Ronald Bergstrom, Chairman

5/20/2020
Date

_____ Date

Approved as to Availability of Funds:

Carl Coppah (#34,065)

Finance Director

016332/586000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, on the thirteenth day of May, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Harwich, up to a maximum contract amount of \$ 34,065.00, to do and perform all dredge related work at Wychmere Harbor, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 20, 2020


Janice O'Connell
Barnstable County Regional Clerk

Danielle Delaney

From: Amy Usowski
Sent: Wednesday, May 20, 2020 3:45 PM
To: Joe Powers; Larry Ballantine
Cc: Danielle Delaney; Patti Macura; Eric Beebe; Meggan Eldredge
Subject: plover impact on beaches

Hi Joe and Larry,

Just wanted to keep you updated on the plover situation on our beaches. We have plovers at both Bank and Red River Beach again. Red River Beach plovers are set to hatch mid to late next week. In the beginning of the week, dpw will be putting up the concrete barricades to prevent people from driving to the eastern third of the parking lot. People will still be able to walk down to the end, but not park there. This is because the chicks regularly walk in this part of the parking area. These chicks will hopefully fledge (fly) just prior to July 4, as they have historically done.

Bank Street Beach has a few sets of plovers that have not decided where they want to nest yet. We don't need to worry about that parking area at all. Right now, we cannot rake that beach, but hopefully the birds will pick their spots soon and we can set up protections for them as well as let people enjoy the beach and so we can do some raking. I hope they nest soon, because the later they nest, the later they fledge, and it makes management and monitoring difficult.

If you want me to give the BOS an update at their meeting, let me know.

Amy Usowski
Conservation Administrator
Town of Harwich
(508)430-7538