

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, September 21, 2020

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

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, your name"
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.

Use *6 to mute and unmute your phone

When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/342779517>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: 342-779-517

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel – Finance Director and Police Chief.

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Update on personnel – Police Chief Guillemette
- B. Discussion and consensus from the Board of Selectmen for the Harwich Fire Department to collaborate with Barnstable County Fire Academy for facility training located at 175 Sisson Road, Harwich

VI. **CONSENT AGENDA**

- A. Minutes for Approval
 1. July 6, 2020

VII. **NEW BUSINESS**

- A. Joint meeting with Monomoy Regional School Committee – Discussion and possible vote on FY2021 Monomoy Regional School Budget
- B. Discussion and possible vote to waive the Free Cash policy requirements to allow for Free Cash to be used for the operating budget
- C. Discussion – Goals and objectives for the Interim Town Administrator
- D. License Agreement – Bob Miller Golf – Request for reduction of payment

VIII. **OLD BUSINESS**

- A. Discussion and possible vote on Monomoy Regional High School rooftop solar project;
 1. Recognition and Acknowledgement agreement
 2. Rooftop lease agreement

IX. **CONTRACTS**

- A. Discussion and possible vote to execute agreement with Colonial Municipal Group for the purchase of a 1 Ton Dump Truck for the Department of Public Works for \$79,917.65

X. **TOWN ADMINISTRATOR'S REPORT**

- A. Departmental Reports

XI. **SELECTMEN'S REPORT**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Delaney

Posted by: _____
Town Clerk

Date: _____
September 17, 2020

WEEKLY BRIEFING



Town of Harwich Board of Health

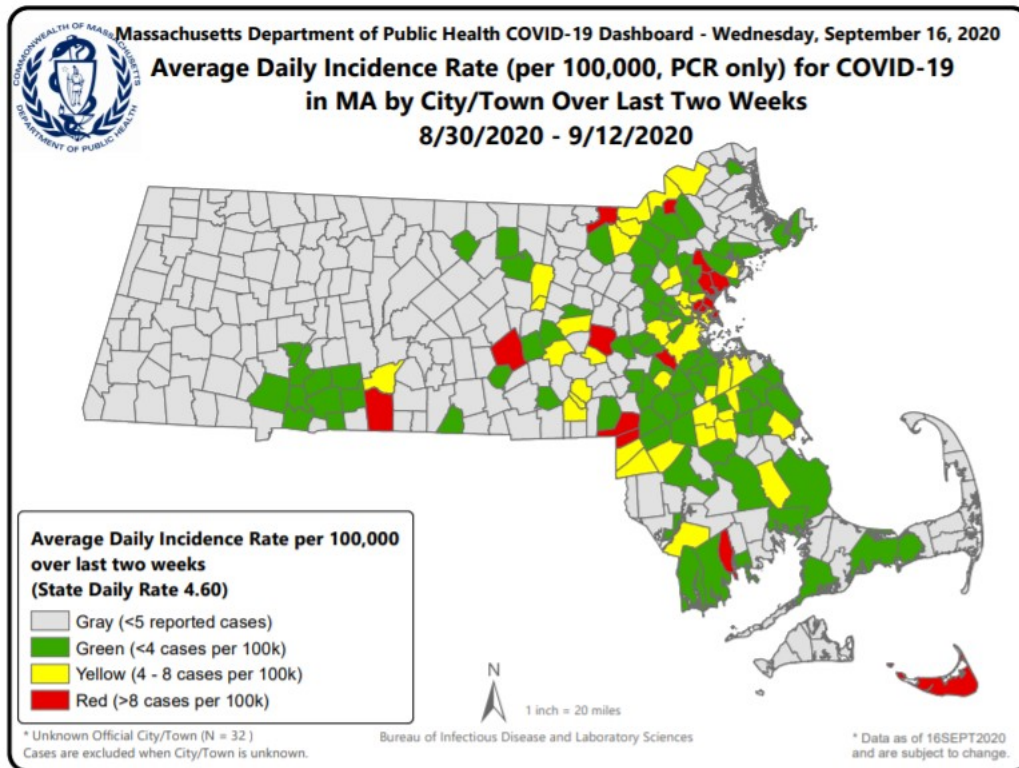
732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

September 18, 2020

Weekly COVID-19 Update

Over the last week, Harwich has seen one new confirmed case of COVID-19, bringing our cumulative total to 147. This new active case is the only active case in town.

To date 4192 people in Harwich have been tested for COVID-19 and our positivity rate has decreased to 0.79%. Harwich has moved from green back to gray according to the DPH:



The Annual Town Meeting is scheduled for Saturday, September 26th at 10:00 am at the Monomoy Regional High School Football Field. Voter check in will begin at 9 am. Please bring your face covering and be respectful of social distancing before, during and after the meeting. Face coverings should be worn anytime you will be within 6' of others.

Meggan Eldredge
Health Director

PUBLIC
COMMENTS
&
ANNOUNCEMENTS



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

Date: September 17, 2020
To: Interim Town Administrator Joseph Powers
From: Chief LeBlanc
Subject: Proposed Fire Training Facility

As you may or may not be aware, the Barnstable County Fire training Academy (Center for Public Safety Training) is in a state of transition, as they are moving from their previous location off of Mary Dunn Road in Barnstable. Their long term goal is to establish a permanent home and support both Police and Fire training on Cape Cod. A need that is critical for both services.

With the loss of the Barnstable facility, Cape Fire Departments have lost the ability to do live fire training. There are facilities off Cape, but the logistics to these prevent their use on a consistent basis. The County was able to receive a grant for a fixed live burn building, but without a permanent home, the future of the grant was uncertain.

Phil Burt, the Director of the Training Center was looking for a Department willing to partner with the County and host the facility. After some preliminary discussions with Phil, and the various town departments having jurisdiction over this type of project, my plan is to continue to work with the county on a plan to host this facility behind Headquarters at 175 Sisson Rd. To that end, I would like to be placed on the agenda for the Board of Selectmen to discuss this project in more detail.

I have attached some documents showing an example of the type of facility the County is looking to purchase, along with the location where it would be placed. This area is the current home of the fire department training tower, so it is already used for some of the purposes the new facility would provide.

While other Cape Departments would have access to and train with the facility, along with any County Training programs offered using it as well, Harwich Fire would be able to use it at any time. I cannot emphasize how important this is to our fire department. As a department, we have gotten younger as the more senior members retire and a tremendous amount of experience has been lost. This is a fantastic opportunity to train all of our members, especially those newer to the service. Having the facility located here reduces overtime required for training and also allows for the shifts to train while on duty.



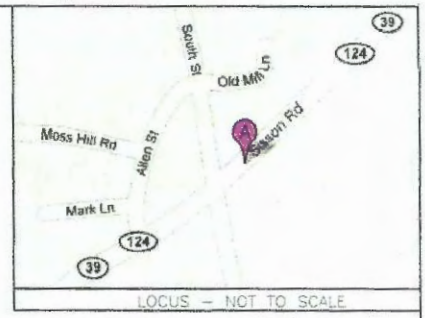
PROPOSED
LOCATION

SISSON ROAD

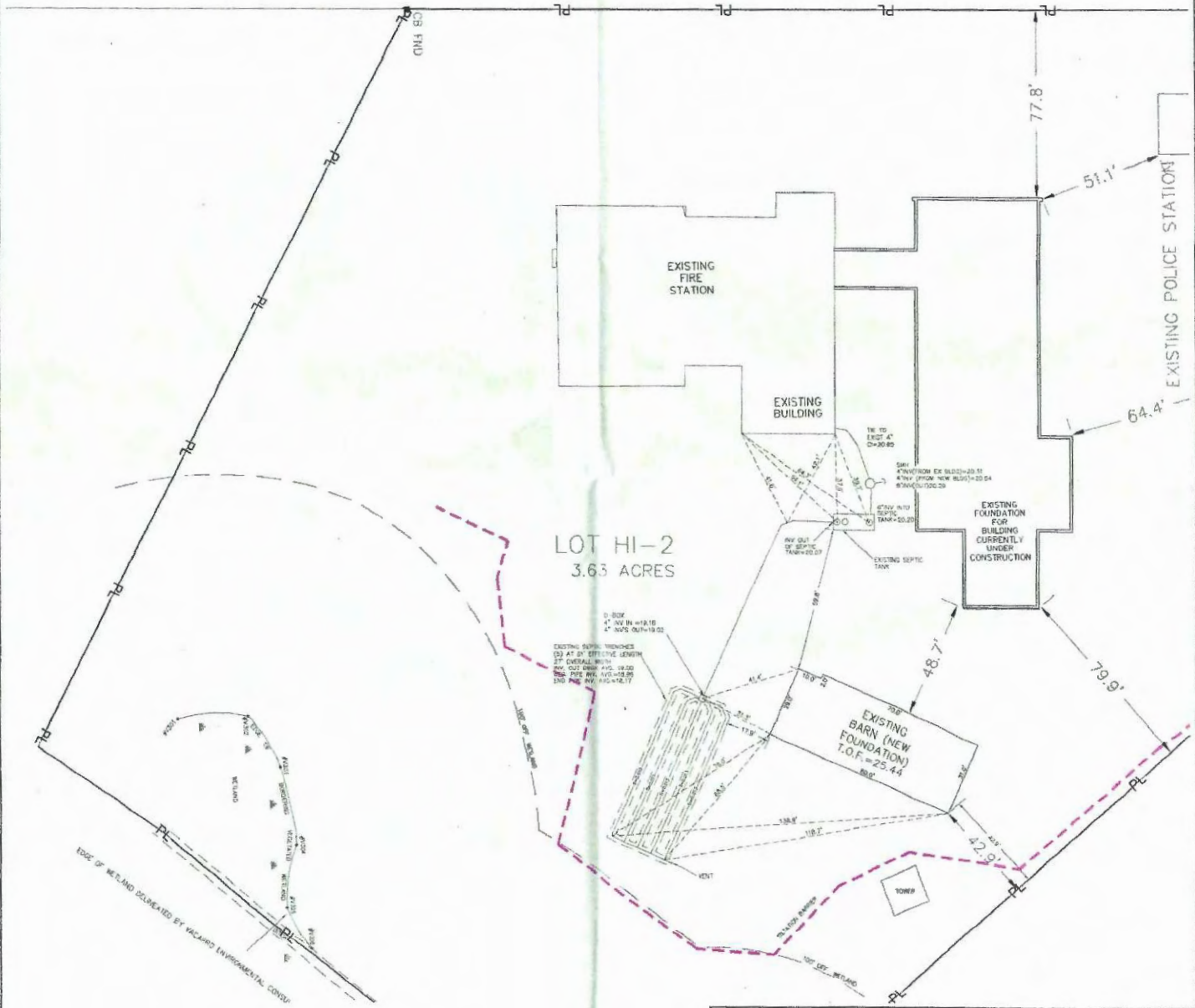
Harwich Police
Department

124

Google



SISSON ROAD



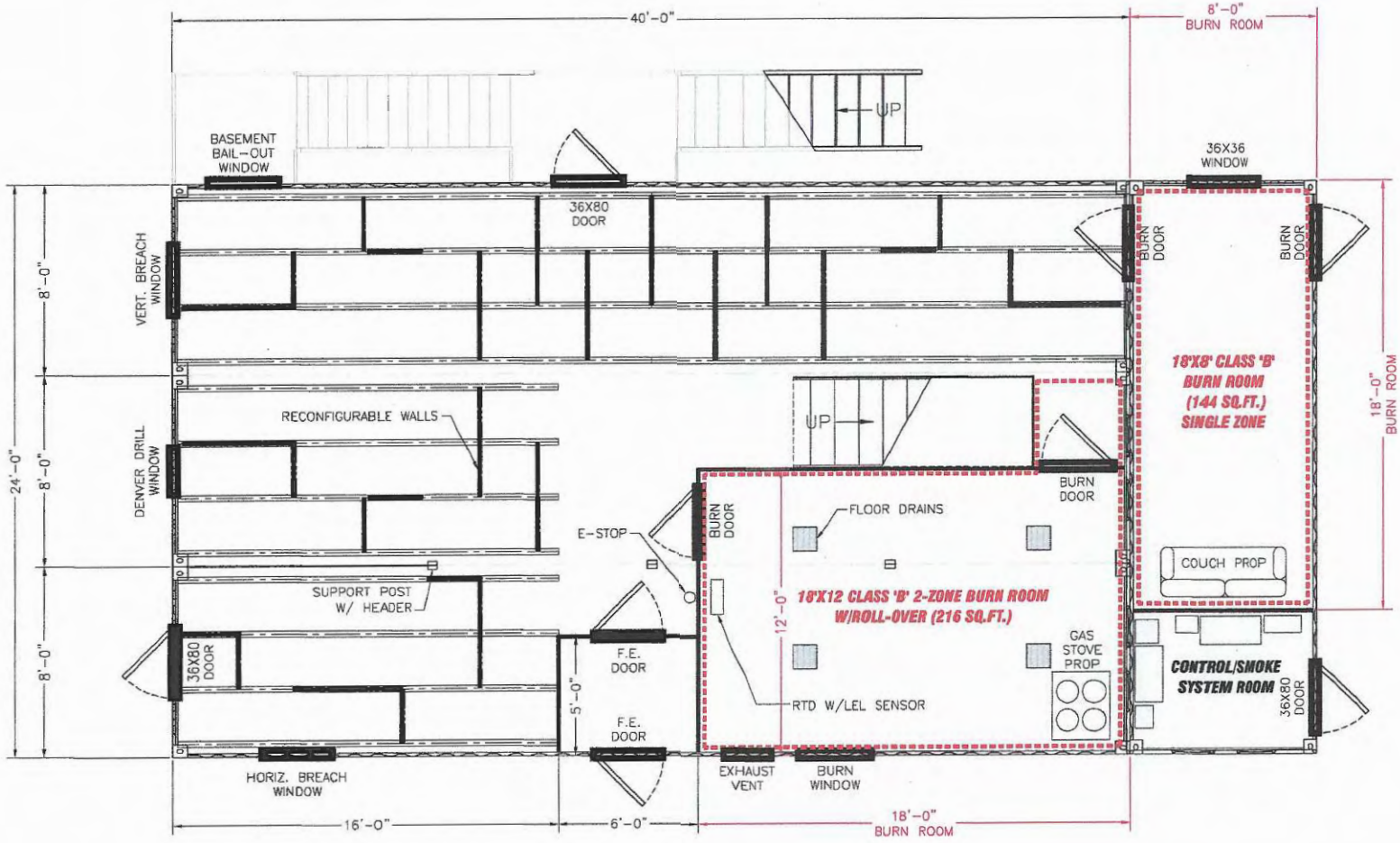
I HEREBY CERTIFY THAT THE SANITARY SYSTEM DEPICTED BY THIS AS-BUILT WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE TO THE DESIGN

Robert Perruzzi 8-28-08
 REGISTERED PROFESSIONAL LAND SURVEYOR DATE

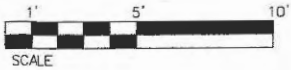
AS BUILT PLAN OF
 SUBSURFACE SEWAGE DISPOSAL SYSTEM
 175 SISSON RD. HARWICH, MASSACHUSETTS

	PREPARED FOR BUFFTREE BUILDING CO. 193-R POPE'S ISLAND NEW BEDFORD, MASSACHUSETTS			JOB NO. 08127
	DATE 8/28/08	SCALE 1" = 30'	DRAWN AMC	FIELD AMC/RAP
				SHEET NO. 1 of 1
				DWG NO. 08127

alpha
 WILLIAM MCKENNA P.L.S.
 488 WASHINGTON STREET
 NEEDHAM HILLS, MA 02454
 (617) 236-1234



1ST FLOOR PLAN



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PROPOSAL FOR FIRE TRAINING FACILITY,
 BARNSTABLE CTY. FIRE ACADEMY - BARNSTABLE, MA

DRAWN BY: PRD
 REV: --
 DATE: 06-15-20
 SCALE: NONE
 DWG NO.

01

CONSENT AGENDA

MINUTES
SELECTMEN'S MEETING
REMOTE PARTICIPATION/GRIFFIN MEETING ROOM
Monday, July 6, 2020
6:30 P.M.

SELECTMEN PARTICIPATING: Larry Ballantine, Stephen Ford, Donald Howell, Michael MacAskill, Edward McManus.

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers and Health Director Meggan Eldredge and Lieutenant Scott Tyldesly.

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen. He explained he first called the meeting to order at 5:45 pm for an Executive Session.

In Executive Session, they discussed two items. The first being pursuant to MGL, c. 30A section 21 (a) paragraph 1 to discuss complaints against a public employee. The second item was to conduct a strategy sessions for contract negotiations for nonunion personnel, namely the Finance Director, the designated Fire Chief-Elect and the Police Chief.

WEEKLY BRIEFING

A. Covid-19 Updates

Mr. Powers said that he will turn it over to Ms. Eldredge to report on today, since today, July 6th, is the start of Phase III, Step 1. This means that they were able to resume having the general public returning to many public buildings.

Ms. Eldredge began that today is the first day of Phase III, Step 1. They have been told there will only be two-steps, as part of this phase, but they will be longer steps in duration than Phase II was.

They had a few new cases in Harwich since last week, and are up to 126 cases in Harwich. The State numbers are looking steady with very low positive

numbers every day; and even lower fatalities every day. They are definitely going in the right direction. Both Cape Cod Hospital and Falmouth Hospital have three positive COVID cases in each facility right now; neither with any in the ICU. So that is a good trend.

Ms. Eldredge said that she spent some time in Harwich on July 4th, and was happy to see people wearing masks. Phase III, gives more flexibility with outdoor entertainment venues, and indoor entertainment venues. As well as, movie theaters, and giving retail stores more flexibility, with dressing rooms. One thing that is a pretty big change, is the gathering sizes. They have gone from 10 in an indoor area, to a maximum of 25 in an indoor area. They will be able to allow for more gatherings of 25 or less inside. The outdoor gatherings have increased to 100 people. Outdoor spaces, for such things as a weddings or private parties, could have under guest outside as long as they are able to social distance. There are some restrictions for live performances. There is no singing allowed indoors at this point, and also, brass and wind instruments are not allowed for indoor areas. Outside, they are allowed, as long as the front row is at least 25 feet away. Performers also have to be ten feet away from each other, in those cases.

A lot of other things are able to open as well, such as; fitness centers and gyms. However, personal training cannot go back into the gyms, and they have only a 40% capacity, or 8 people per thousand square feet. Again with a maximum of 25 inside. There are a lot more restrictions, as well, with cornering off every other piece of equipment. People will still need to wear masks, unless they can be 14 feet away from each other.

There are all sorts of rules that have come out the last couple of days. Everyone is welcome to visit the website; [mass.gov/reopening](https://www.mass.gov/reopening). There is a list of sector specific standards, and it lists everything from carwashes to outdoor recreation, boating and restaurants.

Ms. Eldredge continued that today, they were able to open Town Hall, and a few other public buildings. She said it was a little crazy. They were supposed to have the volunteer first thing in the morning, to help direct people. Unfortunately, they were left without a volunteer today, but they managed. Hopefully, the public will start making appointments to see the department that they need to see.

Mr. Ballantine asked for a status on the golf course, with the can and can't do. Ms. Eldredge responded, that the changes for golf, in Phase III, allows for the rakes at the sand pits, and they are allowed to have ball washers, but they are required to disinfect those at a frequent basis. She said that they had a conversational with Mr. Roman Greer, Golf Director and Mr. Shawn Fernandez, Golf Superintendent and they do not have the staff for disinfecting right now. They will need to have a further conversation about adding staff or keeping those amenities closed. They are allowed to have a caddy now, so there is a little bit more freedom, going back to some more regular things with golf. Still with social distancing and having to wear masks.

Mr. Ballantine said he had a second question which was about the reopening of Town Hall. He asked if it would be worthwhile to highlight on the webpage the instructions on what to do. Ms. Eldredge said she believes it is there. The guidance document is on the front page of the website, and that says that Town Hall is open by appointment only. Mr. Ballantine thought it could be highlighted more, to make it more visible. Though she should ask around more to see if it is needed. Ms. Eldredge responded that they do have a sign posted on all three entrances and there is a number list there, as well, to reach all of the departments.

B. Update on ongoing efforts by the Town in support of the business community

Ms. Cyndi Williams, Executive Director of the Chamber of Commerce, said it was quite a busy week throughout Harwich, which was a great thing to see. From a business standpoint, all the shops and restaurants were quite busy, and she can't even count how many times the municipal lot turned over. It was wonderful to see, but again they want to make sure everyone is practicing social distancing, and wearing masks; which the majority of people are.

Ms. Williams said that summer definitely started this weekend. Many stores had lines outside with people waiting to go in. Restaurants are still doing outside, and inside dining. They are following the guidelines and continuing curbside and take-out. Traffic was very heavy, and she had reached out to Deputy Chief Considine, and they put the electronic speed limit signs down there. So she thanked the Harwich Police for that. She also reported that the phones have been busy at the Visitor Center, with all kinds of questions and they are continuing to hand out all the bags, since they can't have the public inside. So that is continuing along with the summer visitor beach stickers.

The trend has been from Massachusetts mainly, and they been purchasing full season.

Ms. Williams also made note that businesses are still looking for help, since they were not able to have visa workers. Many of those job postings are on the Chamber website. Some of the places looking include; The 400 East, The Commodore Inn, Dunkin Donuts and George's Pizza. Also, this Friday from 1:00 pm to 6:00 pm, Wequassett is having a job fair for on-the-spot offerings, with many positions having sign-on bonuses.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Ballantine asked Lieutenant Scott Tyldesly if anyone was on the call or had emailed in for public comments. Lieutenant Tyldesly responded that no one had emailed at this point. He reminded everyone that if they do wish to speak, they need to send an email to comment@town.harwich.ma.us, and he will be monitoring it through the meeting.

NEW BUSINESS

A. Staffing levels in Administration Department

Mr. Powers said that this is on the agenda, so that it can be put it on the record. Last week, the Board allowed him to sign the agreement with Mr. Robert Lawton, allowing for Mr. Lawton to continue on a very limited capacity as the Interim Assistant Town Administrator. Mr. Lawton would not be in-person through the summer, but will continue closing out procurements and some personnel items. This means that they would have the block of the summer without the second part of procurement. Mr. Powers said that he does not know what the solution is, but wanted to make the Board aware of it. This is difficult timing, as we are heading into what will hopefully be our Spring Annual Town Meeting, in September. He is putting it out there, to seek some direction from the Board, or just an understanding that they will need to sort of retreat for a little bit, due to the staffing levels.

Mr. Howell wanted to let the Board know that he and Mr. Lawton have been speaking, because of his role as the Housing Trust Chair. The staffing that they get is under contract, which expired on June 30th. So, they will be doing monthly procurements. Ms. Charleen Greenhalgh, Town Planner, has developed a contract, which she submitted to Mr. Lawton, for review. That

will be going out, and will be awarded by the Trust, not the Board of Selectmen.

Mr. Ballantine said that they will just need to keep that in mind, and see what kind of help they can pull in.

OLD BUSINESS

A. Update on Fiscal Year 2021 outlook ahead of the 2020 Annual Town Meeting on Monday, September 28, 2020

Mr. Powers said that the first part of this, is basically about retraining their brain. Even though they are in summertime, they are going to be progressing to the Annual Town Meeting, as they get through the 1/12th budget process. He said to Mr. Ballantine that this is also an opportunity for him to speak to the Board about the potential subcommittee, to work towards that effort.

Mr. Ballantine said that he will speak to that and introduced that Mr. Dana DeCosta, Finance Committee, was also on the call. Mr. Ballantine continued that what he would like to do, is to appoint a subcommittee of two Selectmen and members of the Finance Committee, to work together to help us structure and provide input into the financial budget decisions going forward. This is a standing item, and it is a good time for us to work together, with the Finance Committee, Ms. Coppola, and Mr. Powers. They need to have discussions on what their options are going forward with the budget, and what the issues are, as the revenue seems to change almost daily. He would like to appoint Mr. Ford and Mr. Howell as the two members of the Board of Selectmen on that Committee. Mr. Ballantine acknowledged that Mr. DeCosta talked about wanting to add three; so that they are both below quorum, and this can be a working ad hoc committee, that would obviously dissolve in the next several months, hopefully.

Mr. DeCosta said that they will be talking about this Thursday night, at their meeting. He is looking to have Mr. Jon Chorey, Mr. Angelo LaMantia and himself, as a three members from their committee. This is basically to help steer the policy questions that the Board of Selectmen need to come to, and answer. So, the Finance Committee, would be able to go to work on its job for Town meeting.

They have 84 days before Town Meeting. In a normal cycle, the Town Administrator would present a budget in January and they are done in May. They now have less than three months, and there are some warrant questions, some taxation questions, and policy questions, that the Finance Committee has, that cannot go any further until they hear from the Board of Selectmen. This is certainly a year that they want to show up at Town Meeting with some sort of a unified approach to dealing with this unique situation. That is what he sees coming out of the subcommittee.

Mr. Ballantine said, just to reiterate, they have spent a lot of time reviewing the budget. The intent of this subcommittee, is to have a working group to bring back to them, as a full Board, what their options are and some detailed background on that. This will ease their discussions and make their policy direction more fruitful.

Mr. Ford asked Mr. DeCosta, if they already have existing questions that they need a response from the Board, at this point. Or, if they still need to be developed and thought through more.

Mr. DeCosta said, that they have the major ones sort of developed. Basically, if they are onboard with having the subcommittee, he was planning to get those to them tomorrow. Mr. Ford said that would be great, because the faster they can get the questions in front of the whole Board, the faster they can progress those issues.

Ms. Carol Coppola, Finance Director, said that she has been working on the draft of the budget, for FY21. She based it on what was presented to the Board of Selectmen and the Finance Committee in March. She also made some changes from there. Ms. Coppola said that she took the liberty of making some assumptions that they will certainly have up for discussion, as they continue this process. They have updated revenue, to reflect the positive trends that they have seen thus far in the fiscal year. The golf revenue came in very strong, and the disposal revenue came in strong as well. Real estate and personal property taxes are at the level they have been in previous years.

Where they fell a little short, thus far in FY20, was motor vehicle excise tax, investment revenue, and rooms and meals taxes. For the most part the departmental revenue came right on target. They are still processing the final receipts for FY20, and as soon as they have those processed, they will be able to give a final picture of where they are.

Ms. Coppola said that she does not think, in her professional opinion, that they will see the shortfalls in the revenue stream that that they had discussed back in April. There is a much more positive trend. She has reached out to both school districts, and they both responded with budget cuts as well. That will assist when they deliberate over their budgets. She did send out this afternoon a draft, for discussion purposes, of the summary budgets. This is just for them to be able to see where they may be as a starting point, or perhaps, where they may want to change some of the assumption that she had made.

Mr. Ballantine asked if anyone had comments. He said back in April, they were talking about as much as a \$4 million deficit in revenue, and it will be less than that; it will be more positive than the initial thoughts.

Ms. Coppola added for clarification purposes, that right now, she has local receipts but they are looking at a reduction of about 15%, which is less significant than what was previously estimated. They don't know the future right now, but this is based on the positive trends that they have seen, in the month of May and June. She did not make any reductions from what was proposed to the Board, for departmental budgets. The only reductions that she made was for Cape Cod Regional Technical High School, because she received their final number today. She is waiting for the draft assessment for Monomoy, it should be in shortly. They did make a reduction of \$475,000 in their total budget and a large portion of that will come to Harwich. She also assumed, that based on where they are financially, they may not want to fund their op-ed in FY21. That funding was proposed at \$150,000, for the year. This is the overall, or broad overview. They can certainly have more discussions as they continue to review the budget, and make important decisions about what will be brought to Town Meeting in the fall.

Mr. Howell said, he thinks that part of this endeavor needs to be the task force bringing back to the prospective board, what is going on. However, there is interrelated parts that have not been talked about. The budget that gets presented to them normally, is through the Town Administrator. The Town Administrator needs to be part of this, as line management for the actual programs. Mr. Ballantine said that Mr. Powers is a part of it. Mr. Howell said he wants make sure this is a discussion, before he learns about it in a meeting. Mr. Howell continued that there is policy implications, and he is not sure how he feels about spending out some of the things, that they have left over; which may not be left over next year. That is the whole point of meeting, so that they can discuss what they see the Town looking like, based on revenue

projections, and based on where they think they need to save money and where they think they are comfortable with cutting. He does not want people to think they have a bundle of cash they found in the bottom drawer somewhere to spend next year, because no one can predict what next year's revenue stream is going to be.

Mr. Ford said that he still wants to take time to review what Ms. Coppola had sent them. Mr. Ballantine said to Mr. Howell's point, that both Ms. Coppola and Mr. Powers are part of this discussion, and any policy decisions will come back to the full Board. This is about getting the information, and trying to lay out where to go with some of the numbers. If they are doing their jobs, they will look at a couple of scenarios.

B. Hiring Freeze – impact on vacant positions:

1. Building Department (Community Development) – Executive Assistant
2. Council on Aging – Social Services Coordinator
3. Fire Department – Fire Fighter/Paramedic
4. Health Department – Health Inspector (Part-time)
5. Police Department – Emergency Telecommunications Dispatcher
6. Water Department – Distribution Laborer

Mr. Powers said that he listed the above in alphabetical order and these are departments that have indicated the need for positions. The main one being the Council on Aging, Social Services Coordinator position. All of the positions listed here, are position where the Department Heads have indicated a need to get moving on filling these positions. At this point, the Board is aware of the items, and he has included a memo with the resulting potential salaries to give the Board an idea of the potential money to be expended.

For the large part, this is a chance for the Board to hear from the Council on Aging Director, Ms. Emily Mitchell, about the Social Services Coordinator position and any other discussions needed on the other positions.

Ms. Mitchell thanked them for having her and allowing her to speak about the hiring freeze, and considering an exemption to the freeze. She had given them extensive written documentation in the packet. She could certainly highlight some of the key features from it, or if they wanted to jump into questions.

Mr. Ballantine said she laid it out in great detail. He said that it is no doubt these services are needed, but asked if any of that can be handled besides

hiring somebody, such as, contract or county services, that would get them to the same end point. Ms. Mitchell responded that unfortunately, no. The nature of Aging Services, is that they tend to be piece mail and disparate and require someone who is very knowledgeable about all the different pieces, and knows how to pull them all together. They need to be familiar with agencies and the providers. The Council on Aging has a scope of services that they provide, such as; nutrition support, limited transportation, health and wellness, socialization, and those kinds of activities and services. There are also other services provided through the community, such as; in-home caregiving support, a greater level of legal, healthcare, financial support, and it is really just a matter of tying all those pieces together. That is really what the Social Services Coordinator does. They are familiar with the players, agencies and the providers. They meet with the seniors who need those services, to assess the needs, and either fill them through the Council on Aging, or by connecting them to the appropriate agencies. There is no one else that really does that assessing, triaging and connecting the same way a Social Services Coordinator would.

Ms. Mitchell said that there is not anything regionally, or on the county level, that would supplement that role, unfortunately. She knows they have heard updates about the Academic Public Health Volunteer Core Program, and there was some talk about how that could meet the role of the Social Services Coordinator. They are supporting us in really wonderful ways and are making wellness calls; but they do not provide the same level of professional or clinical support, or the connection to local resources. And she does not see any other way to meet that need.

Mr. Ballantine asked the Board if they had any questions, what their feelings were, and if they would like to move ahead with this position.

Mr. MacAskill said he would certainly think so. He would like to take this time to point out that he is still little confused why this is taking so long. He had expressed his frustration to the Chair. Mr. MacAskill appreciates the comments by Mr. Powers in his memorandum and he agrees that it is a critical component of their emergency response. If everyone remembers he brought this up as a Board topic, eight months ago related to COVID-19, and people in other towns dying in their homes. He is upset that it has taken them this long to get here. He brought this up to the Board, he asked questions and he never got answers. They should at least find a way to follow up with things and make sure that they are getting the information, and that they are

communicating. Mr. MacAskill moved that they fill this position as soon as possible.

Mr. Ballantine said that he takes Mr. MacAskill's point, and they also have a motion.

Seconded by Mr. Howell. Mr. Howell also pointed out, that would be precisely the mechanism that they should use. Make a motion, they vote for it, and it is not just a question or a sense that it is important. He said it was a shame on them, that they didn't take the position that this was exempt; and they did vote to create a hiring freeze.

All in favor, motion carried by unanimous vote.

Mr. McManus said he just wanted to add a comment, that if they bring something up in a meeting and question whether or not move ahead on it, they can't make motion until it is brought back to them, and they need a response to the question that was raised. If it is not brought back on the agenda, it is hard to make a motion and a second. Mr. Ballantine said that Mr. MacAskill made a point and it is an area to improve on.

Mr. Ballantine asked about the other positions listed and if they are just for informational purposes, at this point. Mr. Powers responded, that the Deputy Police Chief, Health Director and the Deputy Fire Chief, are all on the line and can speak to their positions. Also, he had a conversation with the Building Commissioner, and there are two positions open; the Executive Assistant and the Inspector position, which was vacant right before the budget process and the pandemic. He had asked the Department Heads to reach out to him and this is the list he has received. One thing he would point out, is that there is a contractual obligation for the dispatch position. They have been agreeable with the way they have been doing it with overtime, which has been a cheaper way to go. However, they are now in a new Fiscal Year and the contract agreement between the Town and the Collective Bargaining Association says that there shall be five dispatchers. They are presently not at that level.

Mr. Powers is sure each Department Head can make their own argument for these positions. In the packet, is a memo from the Health Director about the new vacancy for the part-time Health Inspector and her argument to make that full-time, which he agrees with. He also wanted to note the numbers that were

provided are straight up salary numbers and does not take into consideration the full fringe benefit and total cost of compensation.

Mr. Ballantine said that they can up each of these by 1.5, to basically to get to the real numbers. He also asked what the limitations are for funding these positions. Mr. Powers responded that these positions, with the exception of the full-time Health Inspector, these are positions that are still in the proposed budget for FY21. He said, to be quite honest, his only concern about any of these positions, was recognizing the dire financial situation that we started out in, recognizing that any of these collective bargaining agreement positions, last in, is first out. They could be searching for people that get hired and then depending on how the budget goes in September, they may not be able to hold on to them. So, in that case, he wanted to tread lightly, but there is a need for all of these.

Mr. Ballantine confirmed that all of these positions are currently in the budget. He also asked about the vacant position at DPW, which is not listed, if that is not in the budget. Mr. Powers said that was an oversight by him, and it was not bumped back up and there may be some others that were missed in the short term.

Mr. McManus asked about the full-time position for the Health Department. Mr. Powers responded that his memo shows a vacancy for the Health Inspector, and also in the packet is a memo from Ms. Eldredge and she has articulated the case to see if they would expand it to a full-time inspector. His list only references how they are currently budgeted, and what their commensurate grade and steps are within the Collective Bargaining Agreements.

Mc. MacAskill said he would ask that they bring the bulk of these back, and acknowledged that the Department Heads had joined them. The Health Department being listed as part-time, with the extensive memo that is included, that warrants some conversation. However, for the rest of them, if they are going to go to a motion on everything that they want as a Board, that is fine. However, three months or so ago, he asked for a breakdown of what the overtime costs are for Dispatch; and he has sked for it a couple of times since. Mr. MacAskill said that the Chief was on, back when this topic came up originally, and he said he did not need the dispatcher at that point and could fill with overtime. So, Mr. MacAskill would like to see what the overtime costs were. It is not my understanding, that it is less expensive, then hiring a

dispatcher. He does not want to make an educated decision, without any information. If they can get the information on Dispatch, and how much overtime has been spent since the dispatcher left, on a spreadsheet. Also, if they could get from the Fire Department their overtime costs related to the missing position. He would also like to look at how many positions they had out injured last year, versus not out injured this year; and how they are filling this shift. What kind of overtime are they looking at by not filling that shift.

Mr. MacAskill said that he would also ask the same for the Building Department. They have all talked about reallocating some positions, because they are not back at full staff yet, is it possible to reallocate people into the building department? Also, under the former Town Administrator's tenure, he had reorganized the upstairs completely, compared to what it used to be, and maybe they can look at if that is working. Originally, this meeting was to discuss the Council on Aging, and now it has evolved into all of these topics and positions, but there is no information.

Mr. Powers asked to respond, and said perhaps he missed the mark when the Board made it clear that they wanted to have a conversation about the Social Services position, and they have done that. There is ample information in the packet. He did not want the Board to have that discussion, absent of any other positions. Three weeks ago, when the discussion of the hiring and spending freeze came up, the Board determines that the freezes would continue, however, he was directed to reach out to the Department Heads to seek what other positions may be of critical need. The purpose for tonight's discussion is exactly what they just did, for the Social Services position. But he thinks he would be similarly questioned on why he didn't provide information on these other positions. The Department Heads made him aware of the needs, therefore he's making the board aware of them. He thought he was clear his memo, that this is information for the Board. There is no intention on a discussion, or action by the Board, on any of these other positions other than to make the Board aware. They are in FY21 and these positions are all related to FY21. He is trying to communicate, both with the Board, and also with the Department Heads. They are heading to Town Meeting, and no one knows what it is going to look like when they get there.

Mr. MacAskill replied that he meant only to ask the Chair that this be brought back. He commended the information that was provided.

Mr. Ballantine said that where they stand right now, is that they approved the Council on Aging help and they will come back with the other items, with additional information. He said the only position that does make him nervous is the food inspector, they just lost the position recently and would think that is a critical position. He would like to come back with that, as quickly as they can.

Mr. Howell said that it would be good to know, if they are going to consider it, how they will be paying for it. He would hate to think that they start hiring people, and flushing out the stabilization fund, and other things that are there for a rainy day. There is no assurance that in six months from now, it may be raining even more. He does not like the idea of hiring anybody, without knowing how they will pay for them, even if they are an emergency.

Mr. Ballantine said that they needed to assess where they are, and come back.

Mr. McManus said to be clear, the Health Department was down a half a member already, and lost another last week. They need to continue doing health inspections because it is an important part of keeping our restaurants open. He asked if they will be contracting with the County, in the meantime. Mr. Powers responded that Ms. Eldredge had heard from the County several weeks ago, that they were advertising for 4 or 5 positions, to share throughout the towns. Mr. MacAskill asked to clarify that this is not the position that they voted on last week, which was COVID related.

Ms. Eldredge responded that the position they voted last week was for COVID related inspections only, not a food inspector. They are not going in to check temperatures and for food safety and causes for disease. This position is now vacant which is a year round part-time position. This position not only does food inspections, but also other things, such as, swimming pool inspections, complaint inspections, and reviews title V inspection reports. So, the position that is vacant leaves a big hole in the department, and the ability to respond, to not only their routine food inspections, but also any type of complaints that they have to respond to.

Ms. Eldredge continued, that as far as the County goes, they are able to provide a COVID compliance officer. Probably not once a week, every week; but at least once a week, every other week. The County had obtained three COVID compliance staff members for the summer. Ms. Eldredge said that they have not gotten any bites for their ad on that, and she fears that they will

not be able to fill that, even though that is the reimbursable one. The County does provide one food inspector, once a week right now; and that happens every summer. This is a fresh look at places, but not a lot of experience. So, they are mostly to put eyes on a restaurant, but not too much compliance. But they do have a little bit to help through the county.

Mr. McManus asked for clarification, if there are two part-time positions. Ms. Eldredge responded that the position right now is a 19-hour per week position, with no benefits. That is how it has been for many years, and it becomes vacant every two to three years. It is a very difficult position to fill at this high level of skill and education background, for only 19-hours and no benefits. So what she's asking for, is to go from a .5 full-time equivalent to a 1.0 full-time equivalent. So instead of having one and a half inspectors, she would have two inspectors.

Mr. Ballantine repeated that he would like to make this a priority, if they can get more information. If they can't do title V inspections or food inspections, they will be doing a lot of harm for businesses.

Mr. Ford said that at the very least they have to address the half position. They are now down a very important position, at a critical time. If they choose to make this a full-time position, that is a different story, but they should bring this back as soon as they can. They need to have this position filled.

Mr. MacAskill said, to Mr. Ford's point, and also to Mr. Howell's point earlier, about hiring and possibly firing, he thinks that tonight they should approve the application process to go out for the part-time person, so they are not down that person. He would be comfortable filling the current position, but they need a lot more information and a lot more thought budget wise, before they proceed with another full-time position.

Mr. Howell moved that they recruit for the part time position. Seconded by Mr. MacAskill.

Mr. Ballantine said that this makes him nervous considering Ms. Eldredge's report of not being able to keep someone in that position part-time. He asked if it is there intent to allow them to get started while they consider the full-time position.

Ms. Eldredge questioned the outcome of hiring a part-time position, if that person is not able to transition into full-time. Mr. Powers responded that there is a way to include that as a potential to turn to full-time in the advertisement for the job. Mr. Howell said this at least allows her to get started without waiting for more discussion. Mr. MacAskill also added that to add a full-time position needs to go to Town Meeting, which would hold it up for another three months from now, assuming they can have the Town Meeting then. Mr. Ford agrees with Mr. Powers's suggestion of indicating that this may become a full-time position in the job posting.

All in favor, motion carried by unanimous vote.

Mr. McManus wanted to bring up for discussion the concern over office space, and in particular the needs for Ms. Robbin Kelley, Administrator for the Cemetery Department. He explained that she has been meeting with families of lost ones out of the trunk of her car in the cemetery. Mr. McManus believes that they should be able to find her a more dignified place for her to meet with people, who just recently lost loved ones to make arrangements, then literally out of the trunk of her car. Mr. MacAskill suggested that they recently lost the use of their office and the person using it will only be using it on a limited basis. So, as a short term fix, perhaps she could use that space.

Mr. Powers said that he will respond and he thinks that the need for better office space for Ms. Kelley has been a problem, since before pandemic. Both he and Ms. Eldredge have met with Ms. Kelley and it is agreed that her office space is inadequate, no matter what is happening in the real world, he is aware of it and has been researching and strategizing any number of locations, and he has a few. To the other point, they have been working under the opening restrictions of 25% capacity, the governor changed that at the last minute to 50% capacity. However, one of the offices that they had to move was the Town Clerks' office and that is who is using the Selectmen space right now.

Mr. Powers does have an idea to review with Ms. Kelley, before bringing it to the public, which will give her the space needed, recognizing the difficult job she has with having those difficult conversations. She also needs to be able to access everything she needs, and having some sense of privacy. Also, given that she is a Department Head, she should have an office that is equal to her responsibility. He plans to have a conversation with Ms. Kelley and come to a very swift and successful conclusion to that.

Mr. McManus also brought up the need for her to have an assistant, so that there is someone to cover while she is out, and not having to take calls on vacation. Mr. Powers said that they recently had that conversation, and there are a number of single Department Heads that have that issue, and they have an obligation to address those, but none more critical than the Cemetery Director.

TOWN ADMINISTRATOR'S REPORTS

Mr. Powers reported that they have two items in the packet that he just wanted to bring to the Boards attention. The first one is a memorandum to David Nixon, Chairman of the Community Preservation Committee. He had mentioned several meetings ago that this is a project that did not need to go forward. He was made aware of the process to rescind the money; which just needed to be done by Memo, which is in the packet for their information.

Secondly, which is some great news, the Chase Library in West Harwich is the deserving recipient of the 2020 Massachusetts Historic Preservation Grant Program. This is a wonderful accomplishment. He wanted to recognize that on their behalf, and also for the community. It is a feel-good story and we need more of those.

Mr. Ballantine encouraged everyone to stop by these libraries.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Ballantine asked Lieutenant Scott Tyldesly if anyone had called in for public comments. Lieutenant Tyldesly responded that no one was on the line.

SELECTMEN'S REPORT

Mr. Ford just commented that he spent some time in Harwich this weekend, and every person that he passed, had a mask on. He added congratulations to all of the businesses, and all the people coming to town, that are respecting the guidelines.

Mr. Howell mentioned that the Clean Waters Rooms Tax Management Board has their Bylaws and Regulations Subcommittee Meeting tomorrow. They still need to figure out, how they will be dispersing those funds.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 7:37 pm. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Administrative Assistant

NEW BUSINESS

FY21 Budget - September 2020

Harwich Board of Selectmen

September 21, 2020



Budget Process

Responding to the impact of COVID on town revenues, the school district proactively reduced its budget this summer by nearly \$500,000, compared to our pre-COVID budget discussions in January with town Selectboards

Date	Budget	E&D	Chatham Assessment	Harwich Assessment	Note
FY20	\$40,751,482	\$550,000	\$9,138,887	\$26,643,415	
Jan 2020	\$41,946,623	\$670,000	\$9,076,801	\$27,340,929	Presented to Selectmen.
3/12/2020	\$41,734,623	\$739,809	\$9,053,203	\$27,272,527	This was a \$92,000 reduction on what was presented at Public Hearing and represents a 2.41% increase in budget.
4/30/2020	\$41,924,432	\$872,809	\$9,019,088	\$27,173,642	Included additional E&D to help partially fund the ELA curriculum.
5/28/2020	\$40,751,484	\$1,666,141	\$8,514,737	\$25,711,713	Budget approved for 1/12 DESE budget.
6/22/2020			\$9,019,089		Chatham Town Meeting Assessment Vote
8/6/2020	\$41,449,432	\$850,440	\$8,947,493	\$26,960,046	SC Approved budget with ELA curriculum project removed and State funding estimates updated.
<i>Δ FY20</i>	<i>\$697,950</i>	<i>\$300,440</i>	<i>(\$191,394)</i>	<i>\$316,631</i>	
<i>%</i>	<i>1.71%</i>	<i>54.63%</i>	<i>-2.09%</i>	<i>1.19%</i>	



Based on August Draft Assessment Sheet sent to Towns

	Based on Aug 6 MRSC vote	\$ change from FY20	% change from FY20
Budget	\$41,449,432	\$697,950	1.71%
E&D	\$850,440	\$300,440	55%
Total Assessment:			
- Harwich	\$26,960,046	\$316,631	1.19%
- Chatham	\$8,947,493	-\$191,393	-2.09%

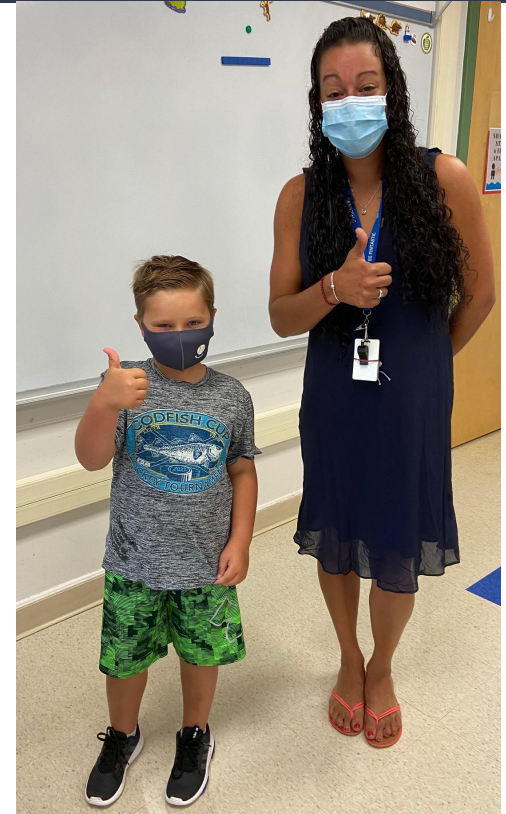
Running Schools During a Pandemic

Massachusetts' DESE requires all districts to develop reopening plans offering all families the option of full distance learning or some form of in-person learning (full-time or hybrid). Required:

- Staffing virtual classrooms with teachers
- Increase some staffing to reduce the density of students in brick-and-mortar classrooms to generally 15 or fewer in order to maintain 6-foot spacing
- Having two full-time nurses (or CNA) in each building to handle regular duties, staffing an isolation room (when needed), constant monitoring of all illnesses of students or staff, and liaising with town Health Departments and VNA contact tracers

A focused maintenance effort, particularly in the three 50+ year old school buildings, to have HVAC systems functioning as well as the day the buildings first opened or better.

The district has also had to purchase additional chromebooks, digital technology for teaching, as well as PPE and other health-related items to protect students and staff.



Relief Grant Funding Received to Address Added COVID-19 Costs



Responding to COVID - Supplies and Maintenance

to date

\$340,000

- Personal protective equipment
- Cleaning supplies
- HVAC maintenance
- Medical supplies
- Plexiglass, storage containers
- Signage
- Student Computers
- Classroom technology
- Software applications
- Tents

There is a need to
maintain adequate
Capital/Technology
funding for schools

Main Items in Monomoy's FY21 Capital Request:

- HVAC work
- Chromebooks for students across the grade-levels
- Teacher Computers and Instructional technology

Monomoy Has Been Leading the Way

SPRING 2020

When others school systems posted only asynchronous assignments for students on the web,

**MONOMOY TEACHERS CONNECTED
FACE-TO-FACE WITH EVERY CHILD EVERY DAY**

Only possible because we had “invested” in Chromebooks.



FALL 2020

When others have failed to put in place what's needed to have students and staff safely back in buildings,

**MONOMOY TEACHERS ARE PROVIDING STUDENTS
THE MOST IN-PERSON INSTRUCTION OF ANY
SCHOOL DISTRICT IN THE REGION**

We are supporting families with younger children (PreK-7) with full-day in-person learning 7 days a week, allow parents to return to work.

We are maintaining a full and rigorous academic program for our high school students, enabling them to be college-competitive.

Different Districts, Different Approaches

HVAC problems force switch to remote learning at Nauset High

D-Y latest district to air HVAC concerns amid pandemic



BUY PHOTO

HIDE CAPTION

Old and inadequate HVAC systems in Nathaniel H. Wixon School, and in two other schools in the Dennis-Yarmouth regional district, have been well documented for more than five years in applications to the state for funding to cover renovations or building replacement. [Merrily Cassidy/Cape Cod Times file]



BUY PHOTO

HIDE CAPTION

Nauset Regional High School students have been switched to a fully remote learning model when school reopens Sept. 16 because most roof fans used for air exchange in the classrooms are not working properly. [Merrily Cassidy/Cape Cod Times file]

Monomoy's ongoing and proactive maintenance of its buildings finds our students in classrooms.

Fund Balances

	FY21 Budget (Op & Capital)	FY19 Free Cash / E&D	Stabilization	OPEB	Sum of Balances <small>(% of FY21 Budget)</small>
Chatham	\$34,150,356	\$5,277,749	\$2,068,353	\$1,579,306	\$8,925,408 (26%)
Harwich	\$40,180,372	\$1,446,115	\$4,500,000	\$3,300,000	\$9,246,115 (23%)
MRSD	\$41,261,134	\$2,060,227	\$36,465	\$630,325	\$2,727,017 (7%)



Of which \$850,440 is being used in FY21 to offset the Assessment to the towns.

As a proportion of its budget, Monomoy has far less of these funds to provide long-term fiscal stability.

MRSD Finance SubCommittee & Superintendent's Revised FY21 Budget Recommendation

	Amount
Current Budget	\$41,449,432
- Reduce staffing budget (grants/staffing changes/retirement incentive)	- \$188,298
Revised Budget	\$41,261,134 (1.25% increase in Monomoy's Budget over FY20)

This will reduce Harwich's Assessment by an additional \$140,000 and Chatham's by \$48,298
(compared to the preliminary Assessment sheets provided to the Towns after Chatham's Town Meeting)

Final FY21 Assessments Heading into Harwich Town Meeting

	9/21 Proposal	\$ change from FY20	% change from FY20
Budget	\$41,261,134	\$509,652	1.25%
E&D	\$850,440	\$300,440	55%
Total Assessment:			
- Harwich	\$26,820,046	\$176,631	0.66%
- Chatham	\$8,899,195	-\$239,691	-2.62%

FREE CASH POLICY

The Town must have the ability to react and respond to emergencies. Circumstances ranging from natural disasters to economic downturns can put significant strains on finances. Reserves, including free cash and the stabilization fund, are an important indicator of our readiness to deal with the unexpected. The Board will attempt to maintain total certified free cash and stabilization at no less than 7% - 8% of general fund expenditures, as of June 30 of each year.

Sources of Free Cash

Free cash is certified at end of fiscal year operations, as of June 30, each year. Free cash is generated in many ways, but there are three principal sources. They are 1) the actual local receipts over those estimated when the tax rate is set each year; 2) unused budget and Article appropriations returned to the general fund at year end; and 3) real estate and personal property taxes from a prior fiscal year. Actual local receipts over estimate are the single largest source of free cash. The Board of selectmen shall attempt to maintain a 10%-15% margin between estimated and actual local receipts when developing a revenue plan for each coming year.

Uses of Free Cash

Free cash should only be used for non-recurring expenditures, and is an inappropriate source of funds to support the operating budget of the Town. It is the Town's goal that the total annual appropriation of free cash for non-recurring expenditures should leave a balance, which when added to the stabilization funds will equal 5% of the general fund expenditure. The board should evaluate projected future year local receipts when setting a level for free cash spending each year.

First Reading: October 4, 2005


Second Reading: November 14, 2005

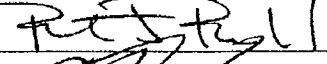
Third Reading: November 21, 2005

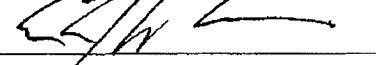
Fourth December 5, 2005

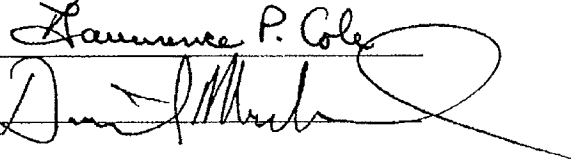
Fifth Reading: July 24, 2006

HARWICH BOARD OF SELECTMEN









ADOPTED: July 31, 2006

AMENDED:

J Powers Goals:

- Reevaluate staffing needs and organization for administrative office.
 - Measures
- Develop a 5-year plan and provide direction based on the pre-COVID forecast which showed a \$2.8M deficit realizing that post-COVID the deficit could be greater than \$5M.
 - Measures
- Develop FY2021 budget with zero percent tax rate increase
 - Measures
- Work with Department Heads/Staff to ensure positive two-way communication and overall rapport.
 - Measures
- Enhance communication with town committees and town residents
 - Measures
- Complete procurement actions as soon as possible and develop procedure involving Dept Heads to simplify process and shorten time involved
 - Measures
- Develop and present a wastewater strategy/finances including Pleasant Bay Phase 2/Contract 3, Possible rephasing of Phase 3 to Harwich Center/W. Harwich to potentially join the Dennis/Harwich/Yarmouth regional partnership, Pleasant Bay alliance watershed permit compliance and overall compliance with the Harwich Comprehensive Wastewater Management Plan
 - Measures
- Work with various housing committees and CPC to specify a housing goal which furthers housing availability and fully utilizes financial resources.
 - Measures



Memo

To: Joe Powers, Town Administrator
From: Roman Greer, Director of Golf
cc: Clem Smith, Golf Committee Chairman
Date: 8/19/20
Re: Reduction of Lease Payment for Golf Instructional Services (Miller Golf)

Joe,

The Golf Committee asked me to research and review how the Covid crisis and resulting closure/limitations have effected Miller Golf's revenues and to recommend an appropriate lease reduction for the 2020 season. I had a conversation with Mr. Miller and asked him to submit a written request. I presented this request of a \$2,700 payment for 2020 to the golf committee and they pass along their endorsement to you for consideration (attached). The expected lease payment for 2020 (5th year of lease) is \$6,077.

Please review the request and let me know if you approve it or would like to discuss further.

Thank you.

Respectfully submitted,

Roman Greer, PGA
Director of Golf
Town of Harwich

Hi Roman,

Sorry for not getting back to you sooner as far as our agreement for this season. As we have all experienced an unprecedented situation due to COVID 19. Again, the changes from the state and trying to educate our golfers have been more than a challenge. However, the on-course golf experience is pretty normal once you reach the first tee. Everything before that comes under the heading of the new normal.

As I mentioned in a prior email, for this season I think we should plan on June 15 - September 15. We lost all the spring excitement and marketing opportunities because of the COVID and course/range closure. This year with the lost spring revenue and marketing opportunities to promote lessons Miller Golf will take a substantial hit. Many people are concerned about social distancing and taking lessons. Some people however are taking lessons in reduced numbers. The positive news is people are playing and filling the golf courses under COVID.

My proposal is Miller Golf will pay \$2,700 for the 2020 season. Certainly, we want to be fair but hope you understand our situation for the 2020 season. We appreciated your understanding. Going forward, Miller Golf desires to extend its agreement for 3 more years 2021-2023. If this is satisfactory. we would like to pay \$900 in July, August, and September.

Let's hope we can keep golf open and continue to bend the curve in Massachusetts. Please be safe to you and everyone at Cranberry Valley.

Sincerely,
Bob Miller

8/19/20

To: Joseph Powers, Interim Town Administrator

From: Harwich Golf Committee

At last night's monthly meeting of the Harwich Golf Committee unanimous approval was voted to accept as proposed the "Bob Miller" contract adjustment proposal, and also to pursue a new three year contract with "Miller Golf".

Sincerely,

Clement Smith, Chair - HGC

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*
Charleen Greenhalgh, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



December 22, 2015

Mr. Robert Miller
6 Derby Lane
Harwich, MA 02645

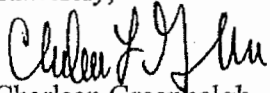
Dear Mr. Miller:

At a public meeting of the Board of Selectmen held on Monday, December 21, 2015, the Board voted to approve the License Agreement between the Town of Harwich and Bob Miller/Miller Golf for use of the Cranberry Valley Golf Course Short Game Practice Facility and the driving range for golf instruction.

Please see the enclosed three (3) original License Agreements and sign on the last page. Once you have reviewed the terms of the License and signed, retain one agreement for your files and kindly return two (2) original License Agreements back to the Town Administrator's Office.

Thank you for your assistance.

Sincerely,


Charleen Greenhalgh
Assistant Town Administrator

Enclosures

LICENSE AGREEMENT PROPOSAL

This License Agreement (this "License") is executed this 21st day of December, 2015 by and between the Town of Harwich, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and Bob Miller, Miller Golf having an address of 6 Derby Lane, Harwich, MA (the "Licensee").

Whereas, the Town owns certain land known as the Cranberry Valley Golf Course, as shown on the plans titled "Plan of Land in Harwich Proposed for Conservation & Recreation Area" prepared by Town of Harwich Engineering Department, Scale 1" = 200', dated December 1971 and plan titled "Land Taking by the Town of Harwich" Prepared by the Town of Harwich Engineering Department, Scale 1" = 40', dated June 11, 1975. .

Whereas, the Licensee is golf professional who desires access to the Driving Range and Golf Course Short Game Practice Facility to operate thereon a program of golf instruction open to the public on a fee basis; (the "Program").

Whereas, the Town is willing to grant the Licensee access to the Golf Course Short Game Practice Facility and Driving Range to conduct such golf instruction as a **Licensee**;

Now, therefore, the Town hereby grants such entry and license to use the Golf Course Short Game Practice Facility and Driving Range to the Licensee, subject to the following terms and conditions:

1. USE, PURPOSE, CONDITION OF PREMISES, TERM

Entry and use of the Golf Course are limited as herein defined.

Entry and use are specifically, but not exclusively, granted to the Licensee to utilize the facilities of the Golf Course, including but not limited to the Short Game Practice Facility and Driving Range, subject to a schedule to be approved in writing in advance by the Director of Golf, including the identification of the areas or facilities available to the Licensee and the times at which such areas or facilities are available. Licensee's use of the Golf Course and its facilities shall be limited to the days and hours on which the Golf Course is open to the general public.

The Licensee is hereby authorized to use the name of the Golf Club in advertisement of his or her services and fees, and such advertisement shall state that instruction is provided by Licensee as an independent golf professional under a license arrangement with the Town. All advertising that includes the

Cranberry Valley Golf Course name shall be approved by the Town in advance of publication.

The Licensee shall have control over his / her instructional services during the times and days designated by the Director of Golf. The Licensee shall have control over the Licensee's fee schedule for such instruction. The Town shall provide the Licensee with an adequate supply of range golf balls free of charge. Students of the Licensee shall be provided with range golf balls free of charge during warm-ups and lessons.

Licensee shall retain 100% of the revenues derived from fees for instruction he/she provides at the Golf Course. Any and all golf equipment sales to students of the Licensee shall be transacted through the Cranberry Valley Golf Course Pro Shop, and all revenues from such sales shall be the property of the Town.

Licensee shall be responsible for storage of his/her own equipment off the Cranberry Valley Golf Course premises.

Licensee acknowledges and agrees that it accepts the Golf Course in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Golf Course or any of its facilities for the purposes intended by the Licensee.

Such entry and use by the Licensee shall be exercised from the date of the execution of this License and shall continue until terminated in accordance with the provisions of Section V below. The provisions of Section IV shall further limit such entry and use.

II. CONSIDERATION

The term of the license is 3 years with the option of one (1) two year extension commencing on May 1st, 2016 and expiring on October 31st, 2018. The Town shall have the option, to be exercised at the Town's sole discretion to extend the license for an additional 2 year period. The consideration for this License shall be for the period May 1st through October 31st of the calendar year for a total annual fee as follows:

	Annual Lease Payment
1 st year (2016)	\$5,000 _____
2 nd Year (2017)	\$5,250 _____
3 rd Year (2018)	\$5,512 _____
4 th Year (renewal option) (2019)	\$5,788 _____

5 th Year (renewal option) (2020)	\$6,077 _____
TOTAL	\$27,627 _____

Payment shall be paid to the Town in equal installments beginning no later than May 1st and then subsequently due by the first of each month thereafter through October 1st. Licensee acknowledges that said License Fee shall be due and payable regardless of the revenues Licensee derives from the exercise of his/her rights under this License. Consideration shall also include the payment of all costs and expenses associated with the exercise of the rights granted hereunder not otherwise provided for herein, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

III. INDEMNIFICATION AND INSURANCE

The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Licensee to comply with any covenant required to be performed or complied with by Licensee under this License, or (b) for the death, injury or property damage suffered by any person sustained or occurring on the Golf Course on account of or based upon the act, omission, fault, negligence or misconduct of the Licensee, or (c) for the death, injury or property damage suffered by any person sustained or occurring on land outside the Golf Course and related to the activities of the Licensee upon said Golf Course, or (d) for actions in trespass against the Town and/ or Licensee brought by a property owner abutting the Golf Course or any other person having any right, title or interest in the Golf Course locus.

The Licensee shall maintain general liability insurance, including coverage for bodily injury, wrongful death and property damage, all in amounts reasonably acceptable to the Town and in an amount sufficient to support the obligations of the Licensee under the terms of this License and as stated in Exhibit A. The Licensee will provide the Town with certificates of insurance, naming the Town as an additional insured, and evidencing that the Licensee's insurance is in force and that such insurance shall not be canceled or materially changed without giving the Town at least sixty (60) days written notice. Licensee shall maintain such insurance continually throughout the duration of this License and shall provide the Town with evidence of renewal of such coverage at least thirty days prior to the expiration of any current coverage.

IV. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct himself | herself so as not to unreasonably interfere with the Town's use of the Golf Course, or the use of the Golf Course and its facilities by other patrons of the Cranberry Valley Golf Course, and shall observe and obey directives of the Town and its duly designated representatives, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall notify the Town orally and in writing to the Town Administrator and the Director of Golf of the Cranberry Valley Golf Course prior to entering the Golf Course to commence activities under this License and shall coordinate his/her use of the facilities on a daily basis with the Director of Golf of the Cranberry Valley Golf Course. Nothing in this Agreement shall be construed as requiring the Town to maintain the premises of Golf Course or any of its facilities in any manner or to supply or pay for any utilities other than as expressly provided herein. The hours of operation under this License are limited to those days and hours during which the Cranberry Valley Golf Course is open to the public for operations.

V. TERMINATION AND MODIFICATION

This License shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice, except that the License shall be revocable by either party for violation of the terms of this License upon notice of revocation at least seven (7) days prior to the termination date stated within said notice for violation of the terms of this License. The Town may revoke this License upon such prior oral or written notice as is reasonable under the circumstances, in an emergency or if the Town discontinues the use of the licensed property as a municipal golf course, or if the licensed use is determined to be in violation of any restriction on the use of the property.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Golf Course. This obligation shall survive the termination of this License.

VI. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

VII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Licensee:

Town: Harwich Town Hall, 732 Main Street, Harwich, MA 02645,
Attn: Town Administrator

These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

VIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Golf Course, but only the limited right of use as hereinabove stated.

IX. EDITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.

X. SURVIVAL of TERMS and PROVISIONS

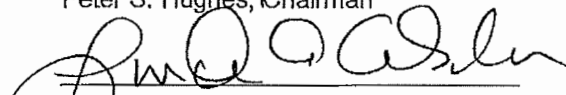
All appropriate terms and provisions relating to the restoration of the Golf Course shall survive the termination of this License.

IN WITNESS THEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

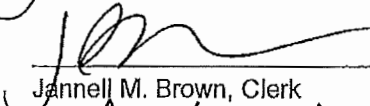
FOR THE TOWN: Harwich Board of Selectmen



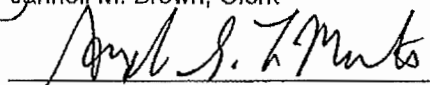
Peter S. Hughes, Chairman



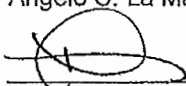
Linda A. Gebula, Vice Chair



Jannell M. Brown, Clerk



Angelo S. La Mantia



Michael D. MacAskill

FOR THE LICENSEE: Miller Golf Cape Cod

Signature

Robert Miller, PGA

Print Name

Date: _____

OLD BUSINESS

RECOGNITION AND ACKNOWLEDGEMENT

THIS RECOGNITION AND ACKNOWLEDGEMENT (this “Acknowledgement”), dated as of September __, 2020 is made by the Town of Harwich, a municipal corporation under the laws of The Commonwealth of Massachusetts (“Harwich”), the Monomoy Regional School District, a regional school district established pursuant to M.G.L. Chapter 71 (the “School District”) and Oak Street Solar Project 2019, LLC, a Delaware limited liability company licensed to do business in Massachusetts (the “Developer”, and together with Harwich and the School District, the “Parties”). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Rooftop Lease (as such term is defined herein).

RECITALS

A. Together with Town of Chatham, a governmental entity established under the laws of the Commonwealth of Massachusetts, Harwich and the School District entered into that certain Lease Agreement dated as of July 1, 2012, as amended (the “Harwich Lease”) pursuant to which Harwich leased to the School District the land and buildings located at 75 Oak Street, Harwich, Massachusetts (the “Harwich Property”).

B. The School District constructed a new high school facility on the Harwich Property in accordance with the Harwich Lease, including the Building. Pursuant to the Harwich Lease, Harwich is the fee owner of all improvements erected by the School District thereunder, including the Building.

C. The School District and the Developer entered into that certain Lease Agreement dated as of December 3, 2019, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Rooftop Lease”), pursuant to which the School District leased to the Developer the Rooftop Space, such Rooftop Space being a portion of the Building, to design, procure, install, test, commission, own, operate, maintain, expand, and remove the PV System in accordance with the Rooftop Lease (the “Permitted Use”).

D. The School District and the Developer acknowledge the Rooftop Lease and agree that Harwich is the fee owner of the Harwich Property, including any portion thereof including the Building and Rooftop Space, pursuant thereto. As such, the School District requests the approval of Harwich to exercise its sublease rights under the Harwich Lease for the purposes of the Rooftop Lease and granting to Developer the Permitted Uses in accordance with its terms

E. In order to advance the PV System, Harwich agrees to assent to the sublease of the Harwich Lease for the purposes of the Rooftop Lease and the Permitted Use thereunder and pursuant to the terms hereof.

1. Estoppel and Acknowledgements of Harwich. Harwich states, affirms acknowledges and agrees with the Developer and the School District as to the following:

- a. Harwich is the sole fee record title owner of the Harwich Property, including the Building and Rooftop Space, and to Harwich’s actual

knowledge, there are no mortgages, deeds of trust, judgments, liens or other similar encumbrances adversely affecting the Harwich Property.

- b. Harwich acknowledges that the School District is the lessee of the Harwich Property pursuant to the terms of the Harwich Lease, has the sole and exclusive possessory interest and occupancy of the Harwich Property, and has the right to sublease and grant the Permitted Use to the Developer under the Rooftop Lease.
- c. Harwich consents to the Rooftop Lease as a sublease under the Harwich Lease and to the performance by the School District of its obligations thereunder, in reliance upon the terms and agreements of each the School District and Developer set forth in this Acknowledgement.
- d. To Harwich's actual knowledge, the Harwich Lease is in full force and effect, and has not been amended or modified in any respect, nor surrendered, cancelled, abandoned or otherwise terminated, in any respect that could adversely affect the Developer's right under the Rooftop Lease.
- e. To Harwich's actual knowledge, there are no disputes or proceedings, pending or threatened, between Harwich and the School District in connection with the Harwich Property.
- e. This Acknowledgement is a legal, valid and binding obligation of Harwich.

2. Estoppel and Acknowledgements of the School District. The School District states, affirms, acknowledges and agrees with Harwich and the Developer as follows:

- a. The Rooftop Lease mistakenly states that the School District is the owner of the Harwich Property, and portions thereof including without limitation the Building.

References in the Rooftop Lease to and the exercise by the Developer of the leasehold rights of the Developer thereunder shall be deemed to be references to and the exercise of sublease rights as the sublessee of the School District; provided that such rights shall in other respects be as provided in the Rooftop Lease, and the Rooftop Lease is and shall remain in full force and effect in accordance with its terms, except as modified hereby.

- b. The Rooftop Lease is in full force and effect, has not been amended or modified in any respect, nor surrendered, cancelled, abandoned or otherwise terminated, and no material term thereof has been waived
- c. There are no disputes or proceedings, pending or to its knowledge threatened, between the School District and the Developer in connection

with the Rooftop Lease, and the School District has no knowledge of any basis for any such dispute or proceeding.

- d. The School District is in possession of and occupies the entire Harwich Property and, subject to the Harwich Lease, has the sole and exclusive possessory interest in the Harwich Property, and has not leased, subleased, licensed, sold or otherwise transferred any interest in all or any part of the Harwich Property that could affect Harwich's interest under the Harwich Lease or Developer's interest in the Building, its exercise of the Permitted Use.
- e. There is no breach, unsatisfied condition or default by the School District or under the Harwich Lease or by the Developer under the Rooftop Lease that is continuing, and there is no event or circumstance that constitutes, or with the giving of notice or the passage of time or both, would constitute, a default under the Rooftop Lease. All amounts due from the Developer thereunder have been paid.
- f. At the end of the initial term of the Harwich Lease, the School District agrees to extend the term of the Harwich Lease in accordance therewith to a term equal to or greater than the remaining term on the Rooftop Lease. The School District agrees that it shall not default in the observance of any of its covenants, agreements or obligations under the Harwich Lease that would give rise to an early termination thereof.
- g. The District agrees to amend Section 9.1 and 9.2 of the Rooftop Lease to include Harwich as an indemnitee pursuant to a written amendment to the Rooftop Lease effective as of the date of this Acknowledgement.
- h. This Acknowledgement is a legal, valid and binding obligation of the School District.

3. Estoppel and Acknowledgements of the Developer. The Developer states, affirms, acknowledges and agrees with Harwich and the School District as follows:

- a. The Rooftop Lease mistakenly states that the School District is the owner of the Harwich Property, and acknowledges that the real property rights granted under Rooftop Lease are incorrect;
- b. There are no disputes or proceedings, pending or to its knowledge threatened, between the School District and the Developer in connection with the Rooftop Lease;
- c. There is no breach, unsatisfied condition or default by the School District under the Rooftop Lease that is continuing, and there is no event or circumstance that constitutes, or with the giving of notice or the passage of

time or both, would constitute, a default under the Rooftop Lease. All amounts due from the School District thereunder have been paid;

- d. The Developer agrees to amend Section 9.1 and 9.2 of the Rooftop Lease to include Harwich as an indemnitee pursuant to a written amendment to the Rooftop Lease in a form acceptable to Harwich effective as of the date of this Acknowledgement; and
 - e. This Acknowledgement is a legal, valid and binding obligation of the Developer.
4. Rights to PV System. Harwich acknowledges and agrees that all rights in and to the PV System and the incentives, products and services related or attributable thereto belong to and shall remain with the Developer and that the Developer is the legal and beneficial owner of the PV System, to the extent provided in the Rooftop Lease. Harwich acknowledges that the PV System is not, and in no event shall be, a fixture to the Harwich Property, and Harwich may not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the PV System. Harwich expressly waives any statutory or common law lien in and to the PV System or the Rooftop Lease to which Harwich otherwise may be entitled, except that the PV System shall remain subject to a lien to which Harwich is entitled for nonpayment of taxes notwithstanding anything in this Acknowledgment to the contrary.
 5. Mortgages on the Premises. Prior to causing or allowing a mortgage, deed of trust or other security instrument or encumbrance to be placed on the Harwich Property or any portion thereof, Harwich shall use commercially reasonable efforts to procure a subordination and non-disturbance agreement, in favor of the Developer and in form and substance reasonably acceptable to the Developer, executed and delivered by Harwich and the holder of each such mortgage, deed of trust or security instrument.
 6. Lessee Possession. If the Harwich Lease expires or is otherwise terminated, and Harwich (or its designee) takes possession of the Harwich Property or sells, leases, or otherwise disposes of the Harwich Property prior to the expiration of the Rooftop Lease such event shall be deemed to be an Event of Default (as defined in the Rooftop Lease) by the School District under the Rooftop Lease and Developer shall be entitled to all of its rights and remedies under the Rooftop Lease with respect to such Event of Default; provided however, in such event the School District and the Developer shall hold Harwich harmless from any all liabilities under the Rooftop Lease as a result of such Event of Default.
 7. Further Assurances. The Parties shall execute and deliver such further documents as are reasonable necessary to effect the intent of this Acknowledgement, including without limitation, that at the request of the Developer, the School District shall execute an amendment to the Notice of Lease previously filed in

respect of the Rooftop Lease dated June 17, 2020 to reflect that the School District of the lessee of the Harwich Property.

8. Third-Party Reliance. The parties intend and specifically agree that any lender or investor in the Developer or the PV System may rely on this Acknowledgement as though such person or entity were the intended beneficiary hereof.

9. Amendments. No provision of this Acknowledgement may be amended, modified or waived except by written agreement duly executed in writing by each of the Parties.

10. Counterparts. This Acknowledgement may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one agreement. PDF signatures shall be deemed original.

11. Severability. If any term or provision of this Acknowledgement shall be held invalid or unenforceable, the remainder of this Acknowledgement shall not be affected.

12. Headings. The section headings used in this Acknowledgement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

13. Successors and Assigns. This Acknowledgement shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns.

14. Governing Law. This Acknowledgement, and any instrument or agreement required hereunder, shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts. Any unresolved dispute arising hereunder may be submitted only to a court of competent jurisdiction located in The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned has caused this Recognition and Acknowledgement to be executed as of the day and year first written above.

Town of Harwich

By: _____
Name: _____
Title: _____

Monomoy Regional School District

By: _____
Name: _____
Title: _____

Oak Street Solar Project 2019, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Rooftop Lease

**FIRST AMENDMENT TO LEASE AGREEMENT FOR
ROOFTOP SOLAR PHOTOVOLTAIC ENERGY FACILITY
BETWEEN
OAK STREET SOLAR PROJECT 2019, LLC
AND
MONOMOY REGIONAL SCHOOL DISTRICT**

This **FIRST AMENDMENT TO THE LEASE AGREEMENT FOR ROOFTOP SOLAR PHOTOVOLTAIC ENERGY FACILITY** (“First Amendment”) is made and entered into this [] day of September, 2020, by and between Oak Street Solar Project 2019, LLC, a Delaware limited liability company (“Developer”), and Monomoy Regional School District, a Massachusetts regional school district (“Host”). Developer and Host are sometimes hereinafter referred to collectively as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, Developer and Host entered into the Lease Agreement for Rooftop Solar Photovoltaic Energy Facility dated as of December 3, 2019 (the “Agreement”) pursuant to which Host leased to Developer certain portions of the rooftop of the building located at 75 Oak Street, Harwich, Massachusetts.

WHEREAS, Developer, Host and the Town of Harwich (“Harwich”) entered into that certain Recognition and Acknowledgement dated as of the same date hereof (the “Acknowledgement”) with respect to certain matters contained in the Agreement.

WHEREAS, Section 2.g and Section 3.d of the Acknowledgement obligate the Parties to amend Section 9.1 and Section 9.2 of the Agreement to include Harwich as an indemnitee.

WHEREAS, the Parties wish to amend the Agreement consistent with the requirements of the Acknowledgement and as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto each hereby agrees as follows:

AGREEMENT

SECTION 1.1 Capitalized Terms.

Capitalized terms used but not defined herein shall have the meanings established in the Agreement.

SECTION 1.2 Amendments.

- (a) Section 8.2 (Events of Default by Host) of the Agreement is hereby amended to add a new subsection (x) before subsection (d) as follows:

“(x) The Lease Agreement for the Property among the Town of Chatham, the Town of Harwich and Host, dated as of July 1, 2012, as amended expires or is otherwise terminated, and the Town of Harwich (or its designee) takes possession of the Property or sells, leases, or otherwise disposes of the Property prior to the expiration of this Agreement.”

- (b) Section 9.1 of the Agreement is hereby amended to delete the text therein in its entirety and replace it with the following:

“9.1 Developer Indemnification. To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the Host, the Town of Harwich, CVEC and all of their officers, employees, boards, commissions, and representatives from and against all third-party claims, causes of action, suits, costs, damages, and liability of any kind (“**Losses**”), including any Environmental Claim, which arise out of the performance of Developer’s work, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent or intentional acts or omissions, including failure to comply with the provisions of this Agreement, of the Developer, its employees, agents, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts Developer is legally liable. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Host or the Town of Harwich, but the Developer’s obligation to pay Losses shall be reduced in proportion to the percentage by which the Host’s and/or the Town of Harwich’s negligent or intentional acts, errors or omissions caused the Losses.”

- (c) Section 9.2 of the Agreement is hereby amended to delete the text therein in its entirety and replace it with the following:

“9.2 Host Indemnification. To the extent permitted by law, Host shall indemnify and hold harmless Developer and the Town of Harwich from and against any and all Losses from or to third parties for injury or death to persons or damage or loss to or of property to the extent arising out of the negligent or intentional acts or omissions of the Host, its employees, agents, subcontractors or representatives. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of Developer or the Town of Harwich, but the Host’s obligation to pay Losses shall be reduced in proportion to the percentage by which the Developer’s and/or the Town of Harwich’s negligent or intentional acts, errors or omissions caused the Losses. Notwithstanding any other provision in this Agreement, the Host’s, the Town of Harwich’s and CVEC’s liability hereunder shall be limited by the protections and immunities afforded by and to the amount set forth in Chapter 258 of the Massachusetts General Laws.”

SECTION 1.3 Binding Effect.

This First Amendment will become effective upon execution by both Parties and thereafter shall be binding upon and inure to the benefit of their respective successors and assigns.

SECTION 1.4 Miscellaneous.

(a) Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to any provision thereof which would require the application of the law of any other jurisdiction.

(b) Headings. Headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) Counterparts. This First Amendment may be executed in any number of counterparts, which may be delivered in electronic format, each of which when so executed and delivered shall constitute an original document for purposes of this First Amendment and together shall be one and the same instrument.

(d) Effectiveness and Effect.

(i) The Parties agree that the Agreement, as amended hereby, is in full force and effect in accordance with its terms and is hereby ratified and confirmed, and except as modified by this First Amendment all other terms and conditions of the Agreement remain unchanged.

(ii) Upon the due execution and delivery of this First Amendment by the Parties, on and after the date hereof, each reference in the Agreement and this First Amendment to “this Agreement”, “hereunder”, “herein” and words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has caused this First Amendment to the Lease Agreement for Rooftop Solar Photovoltaic Energy Facility to be executed by its authorized representative as of the date first written above.

Oak Street Solar Project 2019, LLC

By: _____

Name: _____

Title: _____

Monomoy Regional School District

By: _____

Name: _____

Title: _____

Acknowledged by the Town of Harwich

By: _____

Name: _____

Title: _____

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Distributed Solar Development,
LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305
Attn: Jennifer Gerrard, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF SUBLEASE

Pursuant to M.G.L. c. 183, §4

THIS NOTICE OF LEASE (this “*Memorandum*”) is dated as of the _____ day of September, 2020, by and between the MONOMOY REGIONAL SCHOOL DISTRICT, a regional school district established pursuant to M.G.L. Chapter 71 (the “*School District*”), and OAK STREET SOLAR PROJECT 2019, LLC, a Delaware limited liability company (“*Tenant*”).

1. Fee Parcel. The Town of Harwich, a municipal corporation under the laws of the Commonwealth of Massachusetts (“*Owner*”) owns land and buildings located at 75 Oak Street, Harwich, Massachusetts 02465 by deed recorded in Book 869, Page 149, Barnstable County Register of Deeds (the “*Harwich Property*”).
2. Lease. Owner and the School District entered into that certain unrecorded Lease Agreement dated as of July 1, 2012, as amended (the “*Harwich Lease*”) pursuant to which Owner leased to the School District the Harwich Property.
3. Sub-Lease. The School District and Tenant entered into that certain Lease Agreement for Rooftop Solar Photovoltaic Energy Facility as of December 3, 2019, as the same may be amended (collectively, the “*Lease*”), as evidenced by that certain Notice of Lease recorded on June 23, 2020 in Book 33010, Page 251, Barnstable County Register of Deeds (the “*Notice*”) pursuant to which the School District (a) leased to Tenant, and Tenant leased from the School District, the rooftop space of the Building, as more particularly described in the Lease and on Exhibit A attached hereto (the

“*Premises*”), for the purposes of designing, procuring, installing, testing, commissioning, owning, operating and maintaining a solar photovoltaic electric generation facility on the Premises for beneficial public purposes, and (b) granted and conveyed to Tenant certain licenses and easements as more particularly set forth in Article II of the Lease.

4. Pursuant to an unrecorded Recognition and Acknowledgement dated September ____, 2020 (the “*Acknowledgement*”), the Owner acknowledged and consented to the Lease as a sublease under the Harwich Lease and to the performance by the School District of its obligations under the Lease. Owner further acknowledged that the Lease is and remains in full force and effect in accordance with its terms except as modified by the Acknowledgement.
5. Term of Lease. The initial term of the Lease commenced on December 3, 2019, and shall end at 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operation Date (as such term is defined in the Lease), unless sooner terminated in accordance with the terms of the Lease. The initial term of the Lease may be extended for one additional five (5) year period.
6. Provisions Binding on Parties. The provisions of the Lease to be performed by the School District and Tenant are intended to and shall bind or benefit the respective parties hereto and their respective successors and assigns, as applicable, at all times.
7. Purpose of Notice of Sublease. This Memorandum is prepared solely for purposes of providing constructive notice of Tenant’s rights under the Lease to third parties in accordance with M.G.L. c. 183, §4, and in no way modifies the provisions of the Lease, and further to provide notice of the Owner’s consent to and acknowledgement of the Lease as set forth in the Acknowledgement.
8. Counterparts. This Notice of Sublease may be executed in any number of counterparts, each of which when taken together shall constitute one and the same original.

[Remainder of Page Intentionally Left Blank

Signature Pages Follow]

TENANT:

OAK STREET SOLAR PROJECT 2019, LLC,
a Delaware limited liability company

By: _____

Name: Erik Schiemann

Title: President

STATE OF NEW YORK

§

§

COUNTY OF SCHENECTADY

§

On this ____ day of September, 2020, before me, the undersigned notary public in and for the State of New York, personally appeared Erik Schiemann, President of Oak Street Solar Project 2019, LLC, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose in the foregoing capacity.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF PREMISES

Address:

75 Oak Street, Harwich, MA 02645

Legal Description:

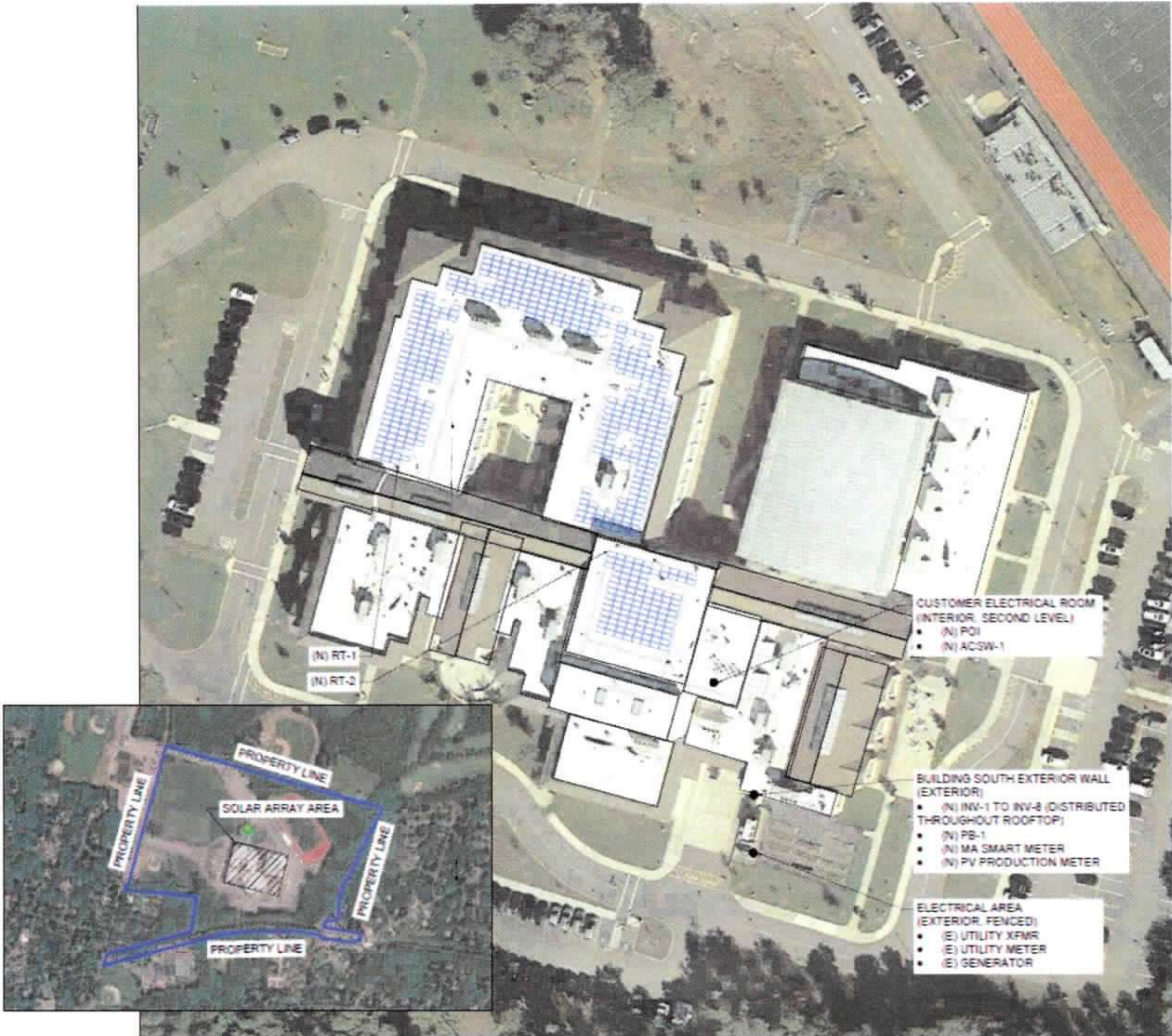
Rooftop of Monomoy Regional High School, located at the above address, as illustrated in the Sketch Plan entitled “Monomoy Regional High School” dated February 22, 2019. The Rooftop Space on the attached Sketch Plan is identified by the area where the solar panels are located, as such Sketch Plan may be amended or revised from time to time.

For Owner’s title, see Book 869, Page 149, Barnstable County Register of Deeds.

Description of the Premises:

The Premises shall further include all necessary electrical and other utility sources, together with the non-exclusive right of ingress and egress from a public right-of-way, to the Premises for the purpose of design, procurement, installation, testing, commissioning, ownership, operation, inspection, maintenance, repair and improvements and removal of the PV System. In the event there are not sufficient electric and other necessary utility sources located on the Premises to enable Developer to transmit Net Energy generated by the PV System to the Point of Delivery, Host agrees to grant Developer or the Distribution Company the right to install such utilities on, over and/or under the Premises and the Property, as necessary to operate the PV System, provided, however, the location of such utilities shall be as reasonably designated by Host.

Monomoy High School Rooftop PV System



CONTRACTS

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 Colonial Municipal Group, with an address of 61 Camelot Dr, Plymouth, MA 02360, hereinafter referred to as "Contractor", effective as of the day of September, 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 supplies necessary to provide the Town with 2021 Ford Dump Truck, including the scope of supplies set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work, supplies, and deliver by May 30, 2021.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$79,917.65. The Contractor shall submit monthly invoices to the Town for supplies rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. The Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division: VEH98: Purchase New Vehicles Statewide Contract.

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 supplies 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 supplies rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Clay Chase, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

043575965

Social Security Number or
Federal Identification Number

Colonial Ford Inc dba Colonial Municipal Group

Signature of Individual or
Corporate Name

DocuSigned by:
By: *Frank C. Chase*
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF HARWICH

By DocuSigned by:

by its Board of Selectmen Over \$25,000

Frank C. Chase

FACDE71326C941D

Frank C. Chase, President

Printed Name and Title

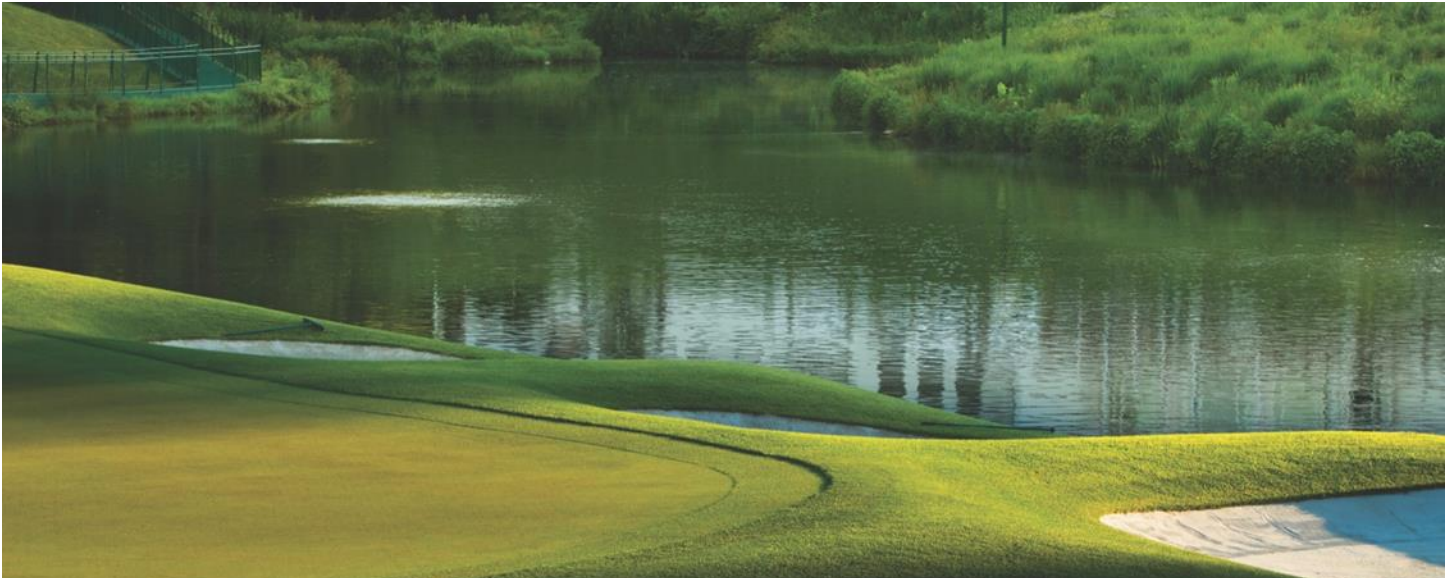
Approved as to Availability of Funds:

by its Interim Town Administrator Up to
\$25,000

Finance Director (\$ _____)
Contract Sum

Interim Town Administrator

TOWN
ADMINISTRATOR'S
REPORT



COURSE CONSULTING SERVICE

Onsite Visit Report

Cranberry Valley Golf Course Harwich, Massachusetts

Visit Date: August 21, 2020

Present:

Mr. Shawn Fernandez, Golf Course Superintendent
Mr. Rob Donovan, Assistant Superintendent
Mr. Roman Greer, Director of Golf
Mr. Clem Smith, Chairman, Harwich Golf Committee
Ms. Martha Duffy, Vice Chair, Harwich Golf Committee
Mr. Steve Bilotta, Committee Member
Mr. Jack Connolly, Committee Member
Mr. John Crook, Committee Member
Mr. John Wheeler, Committee Member
Mr. Paul White, Committee Member
Mr. Paul M. Jacobs, USGA Green Section

United States Golf Association

Paul M. Jacobs, Agronomist | Green Section | Northeast Region
1631 Main St., 2nd Floor | Hellertown, PA 18055
(C) 734-642-5927 | (O) 610-515-1660 | pjacobs@usga.org

The USGA Green Section develops and disseminates sustainable management practices that produce better playing conditions for better golf.

Executive Summary

It was great to make a half-day course consulting service visit to Cranberry Valley Golf Course on August 21, 2020. The purpose of this visit was to assess conditions and discuss best management practices for daily and long-term maintenance.

This was my first time visiting Cranberry Valley so we spent a considerable amount of time discussing the history of the golf course and historical maintenance practices. This summer has been exceptionally hot and dry which has been challenging for many courses in the Northeast. Cranberry Valley has held up well despite some minor turf thinning that occurred in the fairways. All of the areas where turf had declined were due to poor distribution uniformity from the sprinkler system. Thankfully, the irrigation heads and wires are going to be replaced in the near future. We also examined soil profiles from all of the fine turf areas and discussed management practices for each playing surface. The putting greens were in great condition and should provide good playability heading into the fall season.

The topics discussed during our tour of the golf course are outlined in the table below and discussed in greater detail throughout the remainder of this report.

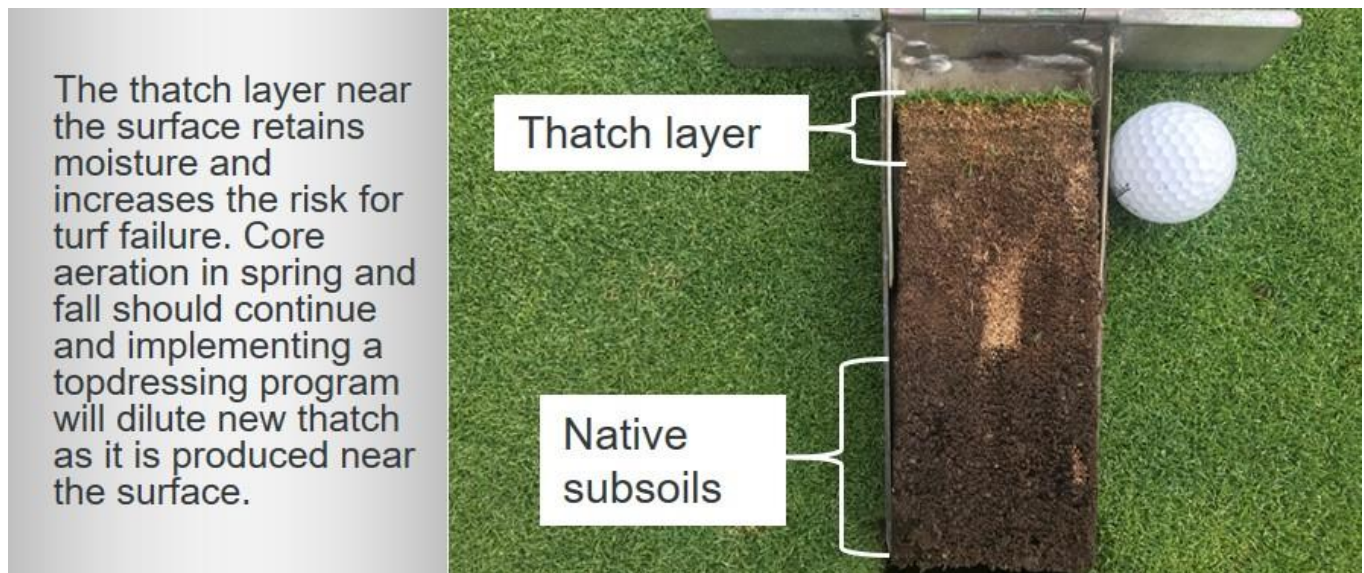
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Putting Greens

Observations

1. **Organic matter (thatch) content in the upper portion of the profile is greater than desired.** Excessive organic matter content creates soft playing conditions and predisposes the turf to mechanical damage, disease, ball marks and a host of other agronomic concerns. This layer acts like a sponge near the surface and negatively impacts drainage and root development.
 - Diluting thatch content in the putting greens is the greatest opportunity for improvement on the golf course at this time.



2. **The putting greens have a topdressing layer approximately 4 inches deep.** Below that layer are the finer textured soils used for original construction of the putting greens. The topdressing layer will drain well and resist compaction, but the underlying subsoils do not have the same desirable characteristics.
3. **Some of the putting greens were expanded by gradually reducing the height of cut in the collars.**
 - The expansion areas are a great idea to restore the putting greens back to their original shapes and sizes.
 - The expansion areas do not have the same 4-inch topdressing layer that the rest of the putting greens do. As a result, the turf in the expansion areas examined was not as healthy as the rest of the putting greens. As expansion areas are core aerated and sand topdressed over time, they should continue to improve.
4. **The putting greens are currently being core aerated every April and October.**
5. **Light and frequent sand topdressing applications were scheduled to begin this summer, but did not happen due to the COVID-19 pandemic and associated logistical challenges.**
6. **The plant growth regulator Legacy® is being applied to the putting greens every month.**

- Plant growth regulators are used primarily to suppress top growth to provide more consistent conditions throughout the day and to reduce clipping yield. Secondary benefits include improved drought tolerance, shade tolerance, root development and when Class B regulators are used – *Poa annua* control.
- Plants metabolize growth regulators faster during periods of warm weather. Once the regulator is metabolized, plants will grow faster than they would if not regulated at all. This is known as the “rebound phase”. It is critical to maintain suppression during periods of hot and humid weather. Optimal application intervals are best measured by tracking growing degree days (GDD). Zero degrees Celsius is used as the base temperature for this model.
 - ◆ Turf mowed at higher heights of cut remains in regulation longer than lower height turf. If growth regulators are applied to turf mowed at collar or fairway height of cut on putting green intervals, overregulation can occur. The ideal reapplication intervals for different products and heights of cut are outlined in the table below.
 - ◆ The [GreenKeeper app](#) is a free tool that many superintendents find useful to help automatically track growing degree days.
- Rates impact amount of suppression, not duration.
- GDD, HOC and active ingredient impact duration.
- Applying too frequently can produce “overregulation”, especially on higher HOC and *Poa annua* turf.
- Not applying frequently enough results in the turf growing faster than if it was not regulated at all. This can lead to scalping, mechanical injury, increased disease pressure and soft, puffy playing conditions.

Active Ingredient	Common Name	PG ideal GDD	FWY ideal GDD
Trinexapac-ethyl	Primo Maxx	200	350-380
Paclobutrazol	Trimmit	280-310	480-640
Flurprimidol	Cutless	210-270	380-410
Prohexadione-Ca	Anuew	280	350-380
Flurprimidol+ Trinexapac-ethyl	Legacy	270-300	320-390
Flurprimidol+ Trinexapac-ethyl+ Paclobutrazol	Musketeer	290	350-400

Applying PGRs based on growing degree days will provide consistent suppression and avoid the “rebound phase”, where turf will grow faster than if it was not regulated at all. Note the difference between fairway height and green height as well.

Recommendations

- 1. Reducing thatch content in the putting greens is the greatest opportunity for improvement on the golf course at this time.** Recommendations for reducing thatch content are outlined below.
 - Continue to core aerate the putting greens with 0.625-inch hollow tines every April and October. Remove all of the cores and backfill all of the channels with 100% pure sand topdressing.
 - Sand topdressing should be applied to the putting greens every 14 days at a rate of 75 – 100 pounds of sand per 1,000 square feet. Sand topdressing helps smooth the surface and dilute new organic matter as it is accumulating near the surface.
 - Use small diameter hollow tines once per month to vent the putting greens throughout the season. Many facilities have seen great results with the use of Ninja[®] tines or Samurai Tines[™]. These tines provide longer-lasting venting effects than solid tines and also remove trace amounts of organic matter throughout the season.
 - ◆ Cleaning up the cores can be easily accomplished with blowers and shovels. The cores are very small and easy to remove.
- 2. Continue expanding putting greens in areas where they have shrunk in size over time.**
 - Expansion areas and areas that are going to be expanded should be core aerated, topdressed and treated like the rest of the putting greens. As a topdressing layer increases in depth these areas will become healthier and more reliable.
- 3. Continue using the plant growth regulator Legacy, but apply it according to growing degree day models.** This product should be applied every 300 growing degree days. This will keep the turf regulated consistently but will also avoid entering the “rebound phase”, which is where the turf grows faster than if it was not regulated at all.
 - GDD do not always correlate with calendar weeks, but if the application had to be scheduled I would anticipate reapplying Legacy every two weeks during summer and every three to four weeks during periods of cooler weather in spring and fall.

Teeing Grounds

Observations

- 1. The teeing grounds were in good condition considering the resources available for daily maintenance.**
 - Minor dollar spot disease was observed on some of the teeing grounds, but that should be expected with only four or five fungicide applications being made every year.
- 2. Thatch content in the tees was slightly elevated.** Reducing thatch content will provide firmer tees and reduce susceptibility to turf diseases, such as dollar spot.
- 3. We discussed the idea of moving the middle tee on Hole 13 towards the cart path to shift it away from the 10th hole.**

Recommendations

1. **Continue to perform hollow core aeration on the tees every fall.** One aeration event per year will not be enough to reduce thatch content so aggressive verticutting (dethatching) should be performed in the spring to help gradually reduce thatch content.
2. **I encourage you to discuss moving the tee on Hole 13 with your golf course architect.** From an agronomic standpoint, this would be a rather simple task to complete and would include relocating irrigation, removing the trees on the right side of this golf hole, bringing in a sand-based rootzone mix to construct the tee and sodding tee.

Fairways

Observations

1. **Most of the fairways were core aerated within the last couple of weeks.** The fairways were recovering well and some perennial ryegrass germination was observed on the fairways that were aerated last week.
 - The fairways are typically core aerated every spring and fall and overseeded with perennial ryegrass following the fall aeration.
 - Areas with poor turf density will be slice seeded later in September and early October if they did not recover from the aeration and overseeding in August.
2. **The fairways are predominantly perennial ryegrass, but some creeping bentgrass and *Poa annua* was also observed.** Perennial ryegrass remains the best option for the fairways considering the heavy play volume and maintenance budget.
3. **Small areas of turf decline were observed on several of the fairways.** These areas appeared to be strongly correlated to irrigation patterns. That is, areas where the irrigation system does not have proper coverage had declined. This is not surprising considering the exceptionally hot and dry summer experienced this year.

The pattern of turf thinning in the fairways was strongly correlated to the layout of the irrigation system. This is a sign that irrigation heads have worn out and are not applying water uniformly. New irrigation heads will help resolve this issue.



- Small signs of turf decline from dry conditions are a sign that the rest of the fairway is being irrigated with proper amounts of water. If no dry spots are observed during a period of extended drought that means other parts of the fairway are being over-irrigated to compensate for the inefficiencies in the irrigation system.
 - Even brand new state-of-the-art irrigation systems cannot apply water 100% uniformly. The lack of uniform coverage is what creates dry spots during prolonged periods of dry conditions. Thankfully, the irrigation heads and wire system will be replaced in the near future. This will improve the distribution uniformity of the irrigation system and reduce the number of dry spots that develop during prolonged periods of dry conditions.
4. **The plant protectant program on the fairways is what I would consider a minimalistic preventative program.** There are approximately four or five fungicide applications budgeted every year for the fairways. This type of program will reduce the likelihood for widespread turf decline from disease but will not prevent all disease.

Recommendations

1. **The fairways were in good condition and considering the resources available for daily maintenance, I do not have any further recommendations.** The slice seeder that was acquired will be a great addition to continue increasing perennial ryegrass populations over time. Replacing the irrigation heads throughout the golf course should also improve the conditioning of the fairways by reducing the number of dry spots that developed during prolonged periods of dry weather.
- Any further improvements to the fairways would require an increase in budget to provide for additional fungicide and plant protectant applications. However, I do not feel this is necessary at this time considering expectations and typical environmental conditions.

Bunkers

Observations

1. **The bunkers are being renovated as part of a multi-year strategy.** This year, approximately 15 bunkers are going to be renovated.
- The last time the bunkers were renovated a fabric liner was installed. Fabric liners can help reduce the likelihood for sand washouts but are not necessary at Cranberry Valley because the bunkers do not have steep sand faces. Furthermore, fabric liners are highly likely to be snagged by mechanical rakes and then brought to the surface. When fabric liners begin to surface, they are no longer functional and create playability issues.
 - The bunker faces on most of the older bunkers are beginning to deteriorate. This is largely due to sand splash that has accumulated on the faces of the bunkers.
 - The sand in the bunkers has been contaminated over time due to sand washouts.

Recommendations

1. **I fully support continuing the bunker renovation program.** Renovating the bunkers will include the following:
- Removing and replacing all of the bunker sand.

- Fabric liners will be removed and no liner will be reinstalled. Due to the flat bottom style design of the bunkers, I do not feel a liner is necessary. This will save money on the renovation cost and reduce the likelihood for snagging fabric liners in the future.
- Drainage in most of the bunkers is still functional but should be replaced in areas where it is compromised.
- The bunker surrounds should be resodded with turf-type tall fescue. Turf-type tall fescue is more drought tolerant and less susceptible to diseases and insect pests than Kentucky bluegrass and other species commonly used in primary rough.

Trees

Observations

1. **A significant amount of tree work has been performed over the past several years.** This work has targeted the poor growing environments around putting greens, tees and fairways.
2. **The golf course is heavily wooded and will benefit greatly from continued selective tree removal.**
 - The environment that turf occupies is the most influential factor on turf health and reliability – bar none. Continually improving growing environments around fine turf areas is critical to improve turf health and reliability and reduce the risk for disease development.

Recommendations

1. **Continue allocating funds every year for selective tree removal throughout the golf course.**
 - When examining trees on the golf course and identifying trees for removal, the following questions should be asked:
 - ◆ Does the tree cause shade, limited air movement, root competition or traffic problems?
 - ◆ Does the tree narrow playing corridors, have surface roots or create a double hazard?
 - ◆ Would a great view be exposed if a tree or trees are removed?
 - ◆ Are high handicap players more penalized by the tree?
 - ◆ Is the tree healthy?
 - After evaluating trees on the golf course based on the above questions, selective removal should be prioritized based on the following characteristics:
 - ◆ Declining and unhealthy trees should be removed first.
 - ◆ Trees negatively impacting growing environments around fine turf areas such as putting greens, tees and fairways should be removed.
 - ◆ Species that are poorly suited for golf courses and areas of general overplanting should be addressed once the above trees are removed.

Equipment

Observations

- 1. The golf course is extremely busy with over 48,000 rounds of golf being played annually.** Having a busy golf schedule elevates the importance of having efficient and reliable maintenance equipment. Most of the maintenance on the golf course needs to be performed before golfers arrive and if breakdowns occur, tasks are not completed.
 - Having modern and reliable equipment also increases operational efficiency and decreases the likelihood for turf decline or catastrophic turf loss due to equipment failure.

Recommendations

- 1. I was glad to hear that the irrigation heads and wiring system are going to be replaced in the near future.** Replacing the irrigation heads will improve irrigation accuracy and reduce the number of wet and dry spots that develop on the golf course.
- 2. Considering the amount of tree removal that has been and is going to be performed on the golf course, it would be wise to purchase a stump grinder.** Cutting trees down is only the first step in removing trees on golf courses. The site must be remediated after the tree is removed and a stump grinder is the most efficient way to get this done.
 - It sounded like there may be an opportunity to purchase a stump grinder and share it between multiple departments within the town. This could work as long as the golf course is able to use stump grinder during late fall and winter months when they would have the labor hours available to use the equipment.
- 3. A spinning topdresser should be acquired as soon as possible.** As discussed earlier, reducing thatch content in the putting greens is the greatest opportunity for improvement on the golf course at this time. One of the programs that will accomplish this is regular sand topdressing applications. Sand topdressing needs to be performed before golfers get on the golf course so it is imperative that this equipment is reliable and efficient.
 - Many facilities have seen good results with the [Turfco® Widespin 1550](#) topdressing unit because it is reliable and gives the operator the ability to enter the topdressing rate into the computerized system.
- 4. A deep tine aeration machine would be largely beneficial for improving turf health and reliability on the putting greens, fairways and high-traffic areas in the rough.** The native soils on the fairways are severely compacted and traditional aeration equipment does not penetrate deep enough to correct this issue.
 - Deep tine aeration can be performed on fairways and high-traffic areas throughout the season with large diameter solid tines. This is a very slow process but is well worth the time.
 - Deep tine aeration is often performed on soil-based putting greens in the late fall on golf courses in the Northeast. Solid tines are used to create channels 10 – 12 inches deep into the putting green profile and to alleviate compaction in the underlying native subsoils. This significantly improves internal drainage and root development the following season.
- 5. The next time sprayers need to be purchased, I encourage you to acquire a sprayer equipped with GPS technology and individual nozzle control.** These sprayers use GPS technology to track where the sprayer has traveled to reduce the likelihood for overlap or skips

during an application. The individual nozzle control provides greater accuracy and reduces total product usage. Most facilities using this technology have seen a reduction in total product usage of approximately 10 – 15%.

- The USGA article [Tremendous Savings from GPS Spray Technology](#) explains the benefits of this technology in greater detail.

Course Accessories

Recommendations

1. **Remove the golf course accessories from the golf course.** This includes items such as ball washers, benches and trash cans. Removing or significantly reducing golf course accessories can provide additional resources to be reallocated to higher priority areas, such as putting greens.
 - More often than not, these items are on a golf course because golfers have come to expect them, not necessarily because they are heavily used. For example, ball washers are typically located on the teeing grounds. Many would question why a golfer needs to clean a ball after putting out just minutes prior. Regardless, these pieces of equipment require constant maintenance throughout the season – removal can provide a cleaner appearance, save money and streamline daily maintenance.
 - Accessories can be left on par-3 holes if a handful of ball washers or benches are to be left on the golf course. This significantly reduces the overall cost, but still provides golfers with the accessories they may need occasionally.
 - The following case study shows how some golf courses have benefitted from removing golf course [accessories](#) from their facilities.

Summary

I was impressed by how healthy turf was on the golf course considering the stressful summer weather and the heavy play volume the golf course receives. At this time there are no major concerns that need to be addressed, but reducing thatch content in the putting greens will certainly improve turf health, reliability and playability. Reducing thatch content and improving growing environments around putting greens will significantly reduce disease pressure on these fine turf areas. I was also pleased to hear that the irrigation heads and bunkers are going to be upgraded in the near future. The irrigation system is the lifeblood of the golf course but oftentimes is not viewed as a priority by key stakeholders. I commend those involved with approving the irrigation system upgrades.

I truly enjoyed touring the golf course and look forward to working with you in the future. If you have any questions or anything in this report, or if I can be of further assistance at any time, please do not hesitate to contact me.

Additional Considerations

The USGA appreciates your support of the Course Consulting Service. Please visit the [Green Section Record](#) to access regional updates that detail agronomist observations across the region. Also, please

visit the [Water Resource Center](#) to learn about golf's use of water and how your facility can help conserve and protect our most important natural resource.

USGA *Green Section Record* and @USGAGrnSection on Twitter

If you would like to receive the USGA's electronic publication, the *Green Section Record*, [click here](#). It is free, informative and sent directly to you via email every two weeks. Also, be sure to follow us on Twitter at @USGAGrnSection for additional golf course management information, course care articles, and field observations from USGA agronomists.

Respectfully submitted,



Paul M. Jacobs, Agronomist
USGA Green Section, Northeast Region

Distribution:
Mr. Shawn Fernandez, Golf Course Superintendent

About the USGA Course Consulting Service

As a not-for-profit agency that is free from commercial connections, the USGA Course Consulting Service is dedicated to providing impartial, expert guidance on decisions that can affect the playing quality, operational efficiency and sustainability of your course.

First started in 1953, the USGA Course Consulting Service permits individual facilities to reap the benefits of on-site visits by highly skilled USGA agronomists located in Green Section offices throughout the country.



For questions regarding this report or any other aspect of the USGA Course Consulting Service, please do not hesitate to contact our office.



Structures North

60 Washington St, Suite 401
Salem, Massachusetts 01970-3517
P.O. Box 01971-8560
T 978.745.6817 | F 978.745.6067
www.structures-north.com

14 September 2020

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

Reference: Proposal for Interior and Exterior Structural Inspection and Consulting

Dear Mr. Powers:

We are pleased to submit this proposal for Structural Inspection and Evaluation for the Brooks Academy Museum in Harwich. We will provide the following:

Scope of Services

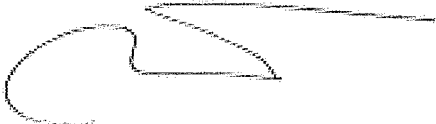
1. Review of BIA Studio Report.
2. Visual inspection of all interior spaces and exterior elements.
3. Identification of noted structural deficiencies and signs of damage or distress.
4. Creation of a tabulated inventory of noted conditions along with general recommendations for repair or improvement.
5. Submission of a written report that includes inventory, recommendations, photographs and keyed in PDF plans and elevations showing the locations and extents of the conditions.

Professional Fees-

We will provide all services on an hourly basis in accordance with the attached standard rate schedule, not to exceed a total of \$4,124 including expenses.

Please contact me if you have any questions or would like to discuss any adjustments in scope or fee. Please see the attached Terms and Conditions of contract, standard rate sheet. Further, we hereby limit our liability on this project to \$50,000.

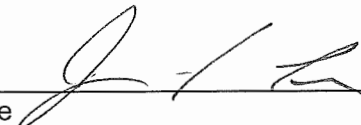
Respectfully Yours,



John M. Wathne, PE, President
Structures North Consulting Engineers, Inc.

Accepted by:

Town of Harwich, MA

Joseph F. Powers Signature 
Signed by Interim Town Administrator

September 14, 2020
Date

Carl Coppola Signature CARL Coppola
Signed by Approved as to availability of funds 80271292/619041
9/14/20
Date

SCOPE OF SERVICES: Engineer, as representative of Client, shall perform the Basic Services described in the attached Proposal. All services are performed solely for the Client, and no third party may utilize or rely upon them. Engineer makes no warranty, either expressed or implied, to Client or any third party, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer will perform the services pursuant to generally accepted standards of practice in effect at the time of performance. Services provided by Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If Engineer's Proposal includes the performance of On-Site Observation services, then: Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of Contractors' work and to determine if the work is proceeding in general accordance with the structural drawings and specifications prepared by Engineer. However, Client has not retained Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. As such, Engineer does not, and cannot, verify or guarantee the performance of the construction contract by Contractors. Client understands and agrees that under no circumstances shall Engineer be liable or assume responsibility for Contractors' failure to furnish or perform their work in accordance with the drawings and specifications. Further, Engineer shall not, during any visits or as a result of any observations of construction, supervise, direct or have control over Contractors' work nor shall Engineer have authority over or responsibility for the equipment, means, methods, techniques, sequences, or procedures of construction selected by Contractors or health and safety precautions and programs incident to the work of Contractors or any failure of Contractors to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their work.

If Engineer's Proposal includes the Review of Contractors' Submittals, then: Engineer shall review shop drawings, samples, and other data which Contractors are required to submit, but only for the limited purpose of checking for conformance with the structural design concept of the Project and compliance with the information given in the structural drawings and specifications. Such review or other actions shall not extend to accuracy or completeness of details, erection aids, quantities, dimensions, weights or gauges, fabrication processes, coordination with other trades, equipment, means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) of construction, or to health and safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve Contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the equipment, means, methods, sequences, techniques and procedures of construction, including safety of construction. Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in Engineer's judgment to permit adequate review. Engineer shall not be responsible for any deviations from the Contract Documents not highlighted in writing to Engineer from Contractor. Engineer shall not be required to review partial submissions, incomplete submissions, submittals that are grossly incorrect or non-responsive, submittals for which submissions of correlating items have not been received, or submittals not reviewed and approved by Contractor. If a submittal is not duly acceptable after its second submission, the client shall be responsible for all increased costs including, without limitation, for increased professional fees based on rates per our fee schedule.

HIDDEN CONDITIONS: A condition is hidden if concealed by existing finishes or it not capable of investigation by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.

HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos, lead, mold or other hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or other hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

OWNERSHIP OF DOCUMENTS: All documents produced by Engineer under this Agreement shall remain the property of Engineer and may not be used by this Client for any other purpose without the written consent of Engineer.

DISPUTE RESOLUTION: Prior to the initiation of any legal or administrative proceedings, any claims or disputes arising from design, construction, or post-construction services between Client and Engineer shall be submitted to non-binding mediation.

FEE: Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Engineer's standard rate sheets are available upon

request.

REIMBURSABLE EXPENSES: Reimbursable expenses shall be billed at one-point-one (1.1) times Engineer's actual expense. Reimbursable expenses include but are not limited to: reproduction; shipping; photographs; parking; tolls; mileage; hotel; travel; and meals.

CHANGES OR DELAYS: Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. An Additional Services Contract will be submitted to Client. No additional services will be performed by Engineer without written authorization from Client.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outline in the accompanying Proposal.

BILLINGS/PAYMENTS: Invoices for Engineer's services shall be submitted at Engineer's option, either upon completion of such services or on a periodic basis. Invoices are due upon receipt, and with a maximum of 30 calendar days. If the invoice is not paid within sixty (60) days, Engineer may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate or suspend the performance of the service. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

LATE PAYMENTS: Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5 percent on the then unpaid balance (18.0 percent true annual rate), at the sole election of Engineer. In the event any portion or all of an account remains unpaid ninety (90) days after billing, Client shall pay all costs of collection, including all reasonable attorney fees.

MUTUAL INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Engineer is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom Client is legally liable.

Neither Client nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

CERTIFICATIONS: Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Engineer cannot ascertain. Should Engineer be required by Client to execute any certification or verification regarding any Contractors performance, including, but not limited to, shop drawings, payment applications, or construction control affidavits, notwithstanding the language of such certification or verification, it shall not create any obligation or liability contrary to or inconsistent with the Scope of Services as set forth above.

TERMINATION OF SERVICES: Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

APPLICABLE LAWS: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement, or another amount agreed upon when indicated under Special Conditions or in the

body of the proposal letter.

2020 Structures North Hourly Rate Schedule

Principal PE/ Expert Witness	\$210/hr
Principal PE/ Investigation/ Analysis/ Stabilization/ Restoration (less than 32-hrs) <i>Discounted for 501C3/ Small Non-Profit Organizations</i>	\$200/hr \$170/hr
Principal PE/ Investigation/ Analysis/ Stabilization/ Restoration (32-hrs or more) <i>Discounted for 501C3/ Small Non-Profit Organizations</i>	\$180/hr \$160/hr
Principal PE/ Commercial/ Municipal/ Residential Design	\$150/hr
Wood Grading and Pathology (Non-Principal)	\$140/hr
PE-SER/ Investigation/ Stabilization/ Restoration (less than 32-hrs) <i>Discounted for 501C3/ Non-Profit Organizations</i>	\$140/hr \$130/hr
PE-SER/ Investigation/ Stabilization/ Restoration (32-hrs or more) <i>Discounted for 501C3/ Non-Profit Organizations</i>	\$130/hr \$120/hr
PE-SER/ Commercial Residential Design	\$120/hr
Level 2 EIT Engineer/ Investigation/ Stabilization/ Restoration (less than 32-hrs)	\$130/hr
Level 2 EIT Engineer/ Investigation/ Stabilization/ Restoration (32-hrs or more)	\$120/hr
Level 2 EIT Engineer/ Commercial/ Residential Design (less than 32-hrs)	\$120/hr
Level 2 EIT Engineer/ Commercial/ Residential Design (32-hrs or more)	\$110/hr
Drone Surveyor (plus \$150 LS for use of drone)	\$100/hr
Level 2 CAD Designer	\$90/hr
Intern/ Field Assistant	\$55/hr

- "PE" designates a registered Professional Engineer.
- "EIT" designates an "Engineer in Training" who has passed the Fundamentals in Engineering examination but not yet met the application and exam requirements for Professional Registration.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



September 18, 2020

Greg Bailey

Dear Mr. Bailey:

I would like to offer you the position of Custodian for the Town of Harwich. I look forward to your positive contributions to the Town.

This conditional offer letter confirms our understanding of your pre-employment terms with the Town.

- Pursuant to the Town Charter, the Interim Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation on Monday, September 21, 2020. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed; and
- Your probation period is six months from the date of employment.

It is the Town's understanding that you have successfully completed a C.O.R.I. background check and an RMV check.

Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of the letter and returning a copy to us for your personnel file.

Your position title will be Custodian and your starting date is October 19, 2020. This position is included in the Harwich Employees Association (HEA) contract and your employment is subject to the rights and obligations included in it. Your starting salary will be \$21.31 per hour (Grade 1, Step 4).

I am pleased that you are joining the Town's staff. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Joseph F. Powers
Interim Town Administrator

September 18, 2020

Date

(Employee Signature)

cc: Town Treasurer
 Town Accountant
 Personnel File
 DPW Director