

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:15 P.M.
Regular Meeting 6:30 P.M.
Monday, November 9, 2020

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

1. First, send an email [to comment@town.harwich.ma.us](mailto: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.

Board of Selectmen Meeting
Mon, Nov 9, 2020 6:30 PM

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

<https://global.gotomeeting.com/join/119459541>

You can also dial in using your phone.

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

Access Code: 119-459-541

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for Harwich Employees Association (HEA) and the Highways and Maintenance Employees Association (HMEA) if an open session would have a detrimental effect on the town's bargaining position and the Chair so declares

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**

VI. **CONSENT AGENDA**

- A. Vote to approve the Caleb Chase request in the amount of \$888.32
- B. Vote to accept the appointment of Katherine Green to the Community Preservation Committee – term ending 6/30/21

VII. **NEW BUSINESS**

- A. Discussion and possible Vote – Reduction of payment on Agreement of lease – Hot Stove at Cranberry Valley
- B. Discussion and possible vote – Board of Selectmen meeting minutes
 1. December 16, 2019
 2. December 23, 2019
 3. February 18, 2020
- C. Discussion and possible vote – Employment Contract for the Interim Town Planner – Charleen Greenhalgh

VIII. **OLD BUSINESS**

- A. Discussion and possible vote – hardship exemption on annual liquor license fees due

IX. **CONTRACTS**

- A. Discussion and possible vote to authorize the Interim Town Administrator to execute the Estoppel Certificate between CVEC and the Town of Harwich -- Clean Focus/Greenskies Clean Energy

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECTMEN'S REPORT**

XI. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____

Town Clerk

Melyssa Millett

Date: _____

November 5, 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

November 5, 2020

Good morning Harwich residents, this is Health Director Meggan Eldredge with a COVID-19 update.

Earlier this week, Governor Baker announced several updates to the emergency orders surrounding the public health pandemic we are still facing. These updates go into effect Friday, November 6th and are in response to an increasing upward trend of not only new cases, but higher numbers of hospitalizations and patients requiring critical care. In an effort to prevent further increases and preserve hospital capacity, the Baker Administration has issued a “Stay at Home Advisory”. This advisory states that between the hours of 10 pm and 5 am, residents should only leave home to go to work, school, or out for essential needs. After 10 pm, residents should be back *within their own households*.

Order 53 was updated and requires certain businesses to close to the public by 9:30 pm. Restaurants may offer food and non-alcoholic beverages for take-out or delivery, however they cannot have patrons dining on premises after 9:30 pm. Retail sale of alcohol is also ordered to stop at 9:30 pm.

The Gatherings Order #54 was revised to require social distancing of 6’ from people who are not part of the same household. Gatherings at private residences are not to exceed 10 people inside or 25 people outside. All gatherings, public or private, must end and participants must disperse by 9:30 pm.

Lastly, The Face Covering Order #55 was also revised to state that face coverings are required when in a public location, indoors and outdoors, *regardless of the ability to social distance*. In other words, face coverings are required when alone in a park, on a sidewalk, or at an event where all participants are 6’ apart.

There are exceptions to these orders, please visit the Town of Harwich website to review the full text of the orders at harwich-ma.gov/

We are headed into a time of colder weather and holiday gatherings. Please make every effort to stay safe and protect our vulnerable population.

Thank you for listening and have good day.



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

November 6, 2020

Weekly COVID-19 Update

The current total cases of COVID-19 for the Town of Harwich is 175. This is an increase of 2 cases over the last 7 days. We are currently following 2 active cases.

The DPH incidence map is now coming out on Friday afternoons, available at the mass.gov website. I anticipate staying in the yellow. In lieu of that map, below is a breakdown of exposure locations found for active COVID cases:



Massachusetts Department of Public Health COVID-19 Dashboard - Thursday, November 05, 2020

Active COVID Clusters by Exposure Setting Type

Exposure Setting	New Clusters (Identified 10/4 – 10/31)			Ongoing Clusters (Cluster Identified Prior to 10/4 But Not Meeting Criteria for Closing)			Total		
	Clusters	Confirmed Cases	Contacts	Clusters	Confirmed Cases	Contacts	Clusters	Confirmed Cases	Contacts
24/7 Congregate Settings	21	75	43	9	32	13	30	107	56
Child Care	37	97	247	29	5	66	102	302	
Colleges & Universities	10	55	13	10	4	0	20	59	13
Corrections	4	78	10	7	40	3	11	118	13
Hospitals	5	58	20	14	26	127	19	84	147
Household	3,326	8,329		1,405	643		4,731	8,972	
Industrial Settings	13	53	18	28	18	31	41	71	49
K-12 Schools	19	65	102	11	10	44	30	75	146
Long Term Care Facilities	65	876		85	264		150	1,140	
Offices	4	10	0	3	0	11	7	10	11
Organized Athletics/Camps	20	76	157	14	21	60	34	97	217
Other	5	18	30	5	7	10	10	25	40
Other Food Establishments	1	5	0	6	0	0	7	5	0
Other Healthcare	9	38	32	10	1	15	19	39	47
Other Workplaces	4	20	0	11	13	2	15	33	2
Places of Worship	6	115	27	11	14	44	17	129	71
Recreation/Cultural	3	11	35	7	0	0	10	11	35
Restaurants & Food Courts	20	67	60	12	9	19	32	76	79
Retail & Services	12	50	6	8	11	3	20	61	9
Senior Living	13	48	30	11	57	3	24	105	33
Shelters	1	10	0	1	2	0	2	12	0
Social Gatherings	13	80	32	19	4	24	32	84	56
Travel & Lodging	1	5	0	4	4	34	5	9	34
Total	3,612	10,239	862	1,720	1,185	498	5,332	11,424	1,360

In response to the increase in hospitalizations and new cases as well as an increase in the need for critical care units for COVID patients, Governor Baker announced several updates to attempt to “bend the trend” and reduce our burden of COVID patients among healthcare facilities. These updates include a stay at home advisory, updated facial coverings and gatherings orders and an order requiring certain businesses to close at 9:30 pm. Full details of these updates are available at the Harwich-ma.gov website.

The Health Department staff has been meeting with individual department heads to inquire about concerns or questions regarding the epidemic, the new orders and how they are coping with the changes. We are assessing remote working capabilities in an effort to prepare for the possibility of working remotely in the future. Efficiency and productivity are paramount to the organization.

Thank you,
Meggan Eldredge
Health Director

CONSENT AGENDA

NEW BUSINESS



Cranberry Valley Golf Course

Harwich, MA

Memo

To: Joseph F. Powers, Interim Town Administrator

From: Roman Greer, Director of Golf

cc: Clem Smith, Golf Committee Chairman

Date: 10/31/20

Re: Reduction in Rent Payment for HS Due to Effects of Pandemic

Joe,

The Golf Committee asked me to research and review how the Covid-19 crisis and resulting closure/limitations have affected the Hot Stove at Cranberry Valley's revenues and to recommend an appropriate lease reduction for the 2020 season. I had a conversation with Mr. Leidner and asked him to submit a written request. I presented this request of a \$2,000 payment for 2020 to the golf committee and they pass along their endorsement to you for consideration. The expected lease payment for 2020 (5th year of lease) is \$12,000. This is the final year of the lease agreement (3 yr lease & 2 yr extension) with Mr. Leidner and the Hot Stove. The relationship with the Hot Stove & Mr. Leidner has been very positive for the golf course. The golf committee and I are hopeful that they will pursue a new lease agreement to begin next year.

The requested reduction is a one-time event and will not affect any future obligations. Restaurant rent payments are directed to the Golf Revolving Fund.

Please find the current lease agreement with Mr. Leidner, Mr. Leidner's request and the Golf Committee's endorsement attached.

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

Thank you.

Respectfully Submitted,

Roman

Roman Greer, PGA
Director of Golf
Town of Harwich

10/7/20

Members of the Board of Selectmen,

Last night at the Harwich Golf Committee October meeting, a motion to endorse making the adjustments that the Hot Stove food services had requested was passed.

This strong support of the "Hot Stove" enterprise is in keeping with the impact that it has had in providing food service to Cranberry Valley. Over the course of the present lease, each year significant improvements have been incorporated in its day to day operations. The net result, is an overwhelming positive customer experience that is well documented. It is now considered to be at the top of the list when it comes to Municipal Golf food services!

Sincerely,

Clement Smith, Chair HGC

September 10, 2020

To: **Town Administrator**

Via: Director of Golf

Copy: President Golf Committee

The Hot Stove at Cranberry Valley is requesting the waiver of the remaining \$10,000 rent due for the 2020 based on the circumstances listed below:

Covid-19 related restrictions

Loss of nine weeks of business (Scheduled April 6th opening delayed until June 9th)

April 2019 Gross Sales.....\$21,195*

* Amounts do include function receipts

May 2019 Gross Sales.....\$62,382*

June 2019 Gross Sales.....\$20,284* (June 1-8)

Prohibited inside seating 5/9 to 6/11 (we provided Grab 'n Go items and drinks to golfers during this period)

Prohibited use of dining room bar

Restriction to a maximum of 25 inside guests

Deck seating reduced from 45 to maximum of 30 (depending on table configuration)

Decrease in non-golfing guests due to fear of virus

Decrease in golfing guests

Golf carts not permitted for Phase 1

Course hours reduced to 8:00 to 4:00 during Phase 1

Increase in t-time intervals

15 minute intervals equal 53% fewer golfers (May 9 to June 12)

12 minute intervals equal 33% fewer golfers (June 13 to July 7)

10 minute intervals equal 20% fewer golfers (July 8 to present)

Additional expenses (sanitizers, menus, masks, staffing required for sanitizing)

Loss of use of shuttle from parking lot to restaurant

Cancelled functions:

4/23 30 guests for Spring Team

5/04 120 guests for SMGA/MCMC

5/11 80 guests for Retired Men's Club

5/15 120 guests for Harwich Fire Department

5/28 120 guests for Harwich Police Department

6/03 35 guests for Monomoy Teacher Retirement

6/05 45 guests for rehearsal dinner

6/16 100 guests for CVWGA Member/Member

6/22 30 guests for NEPGA Jr Tour

6/30 72 guests for CVWGA9 Invitational

6/?? 80 guests for CCWGL

7/14 60 guests for CCJGA

7/23 60 guests for NEPGA PAT

8/18 80 guests for SCVWGA Solheim Day 2

9/05 100 guests for CV Member Guest

9/15 96 guests for CVWGA Member Guest

9/19 96 guests for Ryder Cup Day 2

10/03 60 guests for Harwich HS Class of 1970 Reunion

10/07 144 guests for PFL Tournament

10/12 60 guests for Monomoy Athletic Booster

10/?? 100 guests for Land Ho Charity

10/?? 72 guests for MIAA D3 High School Championship

??/?? 36 guests for breakfast (postponed until 2021))

(The attendance for the functions listed above totals approximately 1800 guests. Using a conservative estimate of 1600 guests and a conservative estimate of an \$8.00 profit per guest a total profit of at least \$12,800.00 would have certainly been realized).

Projects in current lease not completed

Cart parking adjacent to restaurant

Three additional restaurant parking spaces

Performance of the Hot Stove at Cranberry Valley for the past five seasons

The time and effort provided by Hot Stove, Inc. since January of 2016 to change the Cranberry Valley clubhouse restaurant from an embarrassment into perhaps the best of any Cape Cod public golf course is hard to measure.

The work involved in this transformation is too vast to document for the purposes of this request. However, I would be happy to personally give a tour to any of those that have any doubts and would like to see the improvements, both large and small.



Sincerely, Ron Leidner

EXHIBIT K

AGREEMENT OF LEASE

This AGREEMENT OF LEASE, made and entered into on this 15th day of January, 2016, by and between the **TOWN OF HARWICH**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, by its **BOARD OF SELECTMEN**, with offices at 732 Main Street, Town Hall, Harwich, Massachusetts 02645, hereinafter called the **LESSOR**, and HOT STOVE, INC., hereinafter called the **LESSEE**.

WHEREAS, the LESSOR, as owner of a golf course known as the **Cranberry Valley Golf Course** located in the Town of Harwich, Massachusetts, is seeking a LESSEE to operate a food and bar service at said golf course that can serve the golfing community and the general public in a pleasing, efficient manner; and,

WHEREAS, the LESSEE is desirous of leasing a portion of the clubhouse building to operate said space as a restaurant for a three (3) year period with two (2) separate one (1) year options to be offered at the sole discretion of the LESSOR and the LESSOR is willing to lease said property to said LESSEE;

NOW THEREFORE, the parties agree as follows:

1. PREMISES

1.1: The premises are located at the end of the main foyer of the clubhouse at Cranberry Valley Golf Course at 183 Oak St., Harwich, Massachusetts, and shall consist of the dining room, bar, kitchen, storage room as described in the Request for Proposals issued February 7, 2013. The restaurant accommodates approximately 55 patrons indoors if flatware is used and 96 patrons indoors if paper or plastic is used.

1.2: The Foyer is not part of the leased premises.

1.3: For the purpose of this lease, the Women's Restroom and Men's Restroom located on the first floor of the aforementioned clubhouse, as well as the rear deck and golf course, shall be considered common areas and the LESSEE and the LESSOR shall have equal access to said common areas, such as the back deck area and golf course.

2. TERM

2.1: The term of this lease shall be for three (3) years, commencing April 1, 2016 and terminating on March 31, 2019.

2.2: The right to exercise the options of two (2) additional and separate one (1) years will rest solely with the LESSOR with Guidance from the Golf Committee and Director of Golf Operations. Notice to exercise the option will be made in writing 90 days prior to the expiration of the lease.

2.3: The LESSEE will have the right to refuse the Option if they choose to do so, after it has been offered by the Lessor. The acceptance of the option, after given to the LESSEE must be confirmed 60 days prior to the expiration of the lease.

3. RENT

3.1: The LESSEE agrees to pay the LESSOR the sum of

	Annual Lease Payment
1 st Year	\$ 10,000.00
2 nd Year	\$ 13,000.00
3 rd Year	\$ 15,000.00

TOTAL Thirty-Eight Thousand 00/100 dollars (\$38,000.00)

Dollars for the entire thirty-six month term of the lease, payable as follows:

Months 1-12 34% of total Bid amount
Months 13-24 33% of total Bid amount
Months 25-36 33% of total Bid amount

Rents shall be due in each of the following months, in equal installments:

MAY, JUNE, JULY, AUGUST & SEPTEMBER

All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month.

3.2: For the first twelve-month option, if offered to the LESSEE by the LESSOR, the LESSEE agrees to pay the LESSOR the sum of

Ten Thousand and 00/100 (\$10,000.00)

Dollars for the entire twelve (12) month term of the lease.

Rents shall be due in each of the following months, in equal installments:

MAY, JUNE, JULY, AUGUST & SEPTEMBER

All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month.

3.3: For the second twelve-month option, if offered to the LESSEE by the LESSOR, the LESSEE agrees to pay the LESSOR the sum of

Thirteen Thousand and 00/100 dollars (\$13,000.00)

Dollars for the entire twelve (12) month term of the lease.

Rents shall be due in each of the following months, in equal installments:

MAY, JUNE, JULY, AUGUST & SEPTEMBER

All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month.

4. UTILITIES,

4.1: LESSEE is not responsible for water and electric utilities. LESSEE is responsible for trash removal and restaurant propane costs.

5. TAXES. - RESERVED

6. SECURITY DEPOSIT.

6.1: LESSEE shall tender the LESSOR a security deposit in the amount of Five Thousand (\$5,000.00) Dollars upon the execution of this lease, to be paid by a certified check.

6.2: Said security deposit shall be held by LESSOR in a separate interest-bearing account as security for the LESSEE'S performance under this lease. At the LESSOR'S sole option, said security deposit may be used by the LESSOR to fulfill any of LESSEE'S obligations under this lease which LESSEE fails or refuses to fulfill, without prejudicing any other remedies available to LESSOR under this lease or at law.

6.3: Said security deposit shall be refunded to the LESSEE with whatever interest that has accrued at the end of the lease, minus any and all deductions that LESSOR has made under paragraph 6.2 above and further subject to LESSEE'S full compliance with the terms, conditions, provisions and covenants of this lease agreement.

7. USE OF LEASED PREMISES.

7.1: The LESSEE shall use the leased premises only for the purpose of operating a restaurant business under the terms and conditions set forth herein.

7.2: The LESSEE agrees that no electronic games shall be installed upon the leased premises without the permission of the Golf Committee

7.3: Gambling shall be expressly prohibited on the lease premises

7.4: The leased premises shall be used and conducted in a dignified manner.

7.5: The LESSEE will not permit any disorderly conduct in the leased area.

7.6: No entertainment shall be permitted on the leased premises without the prior written approval of the LESSOR and without the LESSEE obtaining the appropriate entertainment licenses from the Town of Harwich Licensing Authority.

7.7: Any entertainment furnished by the LESSEE shall be in good taste and acceptable to the standards of a publicly owned building.

7.8: LESSEE shall be solely responsible for any and all costs relating to the operation of the leased premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, dishwasher supplies, glassware and china, utensils, pots & pans, insurances, office supplies, sanitation supplies, food service equipment rental, silverware replacement, paper supplies, menu paper and printing, telephone service and printing costs.

7.9: The LESSEE agrees that it will assure that all deliveries to the leased premises shall only be made during regular hours of operation.

7.10: It is expressly understood by the LESSEE that the LESSOR makes no guarantees or warranties concerning the availability of the golf course for use by the public during the term of this lease agreement. It is, however, understood by both parties that it is the LESSOR'S desire to open the facility for public use as soon as the golf course is ready for play and at all normal times, weather permitting.

7.11: Smoking shall be expressly prohibited on the leased premises.

7.12: LESSEE agrees to submit restaurant name for approval to the LESSOR, said approval not to be unreasonably withheld.

8. COMPLIANCE WITH LAWS.

8.1: The LESSEE agrees to conduct its operation hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable and the LESSEE will procure and pay for all licenses, certificates and permits necessary for the conduct of its operations or construction hereunder and shall pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations insofar as they are applicable.

8.2: Failure of LESSEE to procure and maintain all necessary licenses and permits to operate a restaurant and bar service shall render this lease void.

8.3: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state, federal, regional law or any municipal bylaw or ordinance in force in the town in which the premises are situated.

8.4 The LESSEE acknowledges that the leased premises can accommodate the number of patrons detailed in Exhibit H, based upon so-called "Title V" regulations, 310 C.M.R. s. 15.00 et. seq and the LESSEE agrees that it will comply with said seating limitation.

8.5: Notwithstanding anything in the preceding paragraphs to the contrary, should any conflict arise as to the permitted total capacity for the leased premises under any federal, state, regional or municipal law, ordinance or regulation, LESSEE shall comply with the lowest capacity permitted under the aforementioned laws, ordinances, bylaws and regulations.

9. HOURS AND DAYS OF OPERATION,

Unless subsequently agreed upon in writing by and between the parties, and subject to the terms and conditions of any licenses which the LESSEE may hold, the LESSEE agrees to the following terms and conditions concerning days and hours of operation:

9.1: The minimum hours of operation during which the LESSEE agrees to serve food to the public are as follows:

December through March: no hours required, however concessionaire may open if weather warrants it.

It is a requirement of the Food and Bar Concession to be open for business seven (7) days a week in accordance with the following schedule:

	FOOD SERVICE	BEVERAGE SERVICE
April:	7:30 a.m. until 2:00 p.m.	until 3:00 p.m.
May :	6:30 a.m. until 2:00 p.m.	until 5:00 p.m.
June- August :	5:30 a.m. until 4:00 p.m.	until 8:00 p.m.
September:	6:30 a.m. until 4:00 p.m.	until 4:00 p.m.
Oct.- Nov.:	7:00 a.m. until 2:00 p.m.	until 2:00 p.m.

9.2: The LESSEE agrees that it shall make no changes in the minimum hours of operation without the written consent of the LESSOR.

9.3: The LESSEE shall be open for business seven (7) days per week, except that said premises may be closed from December through March.

9.4: It is understood by and between the parties that the operation of the leased premises may be affected by weather conditions and that, by mutual agreement of the LESSEE and a duly authorized representative of the LESSOR, the LESSEE'S hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the LESSEE by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

10. EQUIPMENT, FURNISHINGS AND FIXTURES.

10.1: Should the LESSEE determine that, in the conduct of its business under this lease, it shall need, require or desire to add new to replace worn out equipment within the kitchen, or any other portion of the leased premises, the LESSEE shall request the permission of the LESSOR to place any such equipment on the demised premises, specifically noting the exact nature and size of the equipment desired together with the

cost of installation and maintenance thereof. The cost shall be borne solely by the LESSEE.

10.2: It shall be the responsibility of the LESSEE to provide inventories of dinnerware and utensils.

10.3: All equipment in the restaurant and related area, provided with this lease per the attached inventory, shall remain the property of the LESSOR. Any equipment purchased by the LESSEE shall remain the property of the LESSEE at the conclusion of the lease term. The LESSOR shall be consulted prior to the disposal of any LESSOR owned equipment.

10.4: In the event that any such equipment is damaged or destroyed, regardless of the cause therefore, it shall be the responsibility of the LESSEE to repair (and maintain) or replace such equipment. Any such equipment which the LESSEE replaces shall remain the property of the LESSOR upon the conclusion of the lease term.

10.5: All equipment is required to be maintained in good, safe working order.

10.6: Lessee shall operate, stock and maintain vending machines, either leased or purchased, on the clubhouse deck and in the shed at the practice range.

10.7: A sign, at the Lessor's expense, is required at the entrance to the golf course.

11. REPAIRS AND MAINTENANCE

11.1: The LESSEE has inspected the leased premises, acknowledges that the premises are now in good order, and accepts them in the condition that they are now in.

11.2: The LESSEE shall, throughout the term of this lease, at its own cost and without any expense to the LESSOR, keep and maintain the interior of leased premises, as delineated in Paragraph 1 herein, in a good, sanitary and neat order, condition and repair, free of debris and any and all other foreign matters; and further, the LESSEE agrees that said area shall be cleared of any such foreign matters of debris immediately as such are, or may be, caused to exist and shall make any and all repairs necessary to keep said premises in a good and satisfactory condition.

11.3: The LESSEE shall not permit the leased premises to be damaged, stripped or defaced, nor suffer any waste.

11.4: The LESSEE shall not overload the electrical wiring serving the leased premises or within the leased premises and will install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with LESSEE'S business.

11.5: The LESSEE agrees to vacuum the leased premises on a daily basis and to shampoo the carpet on the leased premises three times yearly or on a more frequent basis should the LESSOR determine that more frequent shampooing is required.

11.6: The LESSEE shall save the LESSOR harmless within the leased premises from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

11.7: The LESSEE shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal, municipal or other agencies authorized to inspect and/or accredit the Restaurant and its food service facility.

11.8: The LESSEE shall have the premises exterminated once a month or every two weeks if deemed necessary by the LESSOR.

11.9: The LESSEE shall provide, subject to the approval of the LESSOR, a detailed plan for the preventative maintenance of all restaurant equipment located on the leased premises.

11.10: The LESSEE agrees that it is further understood that the LESSEE shall be solely responsible for maintaining all furniture on the leased premises in a neat, clean and attractive condition at all times during the term, of this lease.

11.11: The LESSEE shall be responsible for repairing or obtaining repairs on any restaurant equipment located on the leased premises at the LESSEE's expense.

11.12: It shall be the responsibility of the LESSEE for the repair and maintenance of all electrical and plumbing work that pertains to the function of the restaurant at the LESSEE's expense.

11.13: Upon the written request of the LESSEE or upon the failure of the LESSEE to perform necessary repairs and maintenance, and at the sole discretion of the LESSOR, LESSOR may undertake repair or maintenance of the leased premises. In the event that LESSOR, at its sole discretion, elects to undertake any such repair or maintenance, LESSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LESSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall constitute grounds for the termination of this lease agreement.

12. ALTERATIONS

12.1: The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing.

12.2: All such allowed non-structural alterations shall be at LESSEE'S expense and shall be of such quality at least equal to the present construction.

12.3: Any alterations or improvements made by the LESSEE shall become the permanent property of the LESSOR at the termination of occupancy as provided herein.

12.4: No signs shall be installed by LESSEE without the prior written consent

of the LESSOR as to the size, type, design and location of said sign. If LESSEE either proceeds without the prior written consent of the LESSOR or installs a sign that does not conform with the specifications approved by the LESSOR, the LESSOR may enter the leased premises to remove any such unauthorized sign and to restore the premises to their former condition. The LESSOR shall bill the LESSEE for any and all costs incurred in so removing any such unauthorized sign.

12.5: The LESSEE shall not permit any mechanics, liens or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR.

12.6: Prior to the commencement of any nonstructural alterations for which the LESSEE has received the LESSOR'S written approval, the LESSEE shall obtain the LESSOR'S consent as to the date and time of the proposed work to assure that such work does not interfere with any other of the LESSOR'S activities.

13. LIGHTING

13.1: The LESSEE shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the leased premises.

14. REFUSE DISPOSAL AND TEMPORARY STORAGE OF RECYCLABLES

14.1: The LESSEE shall be responsible for all disposal and removal of trash related to the food and bar concession. Such responsibility shall include trash disposal and removal from the leased premises. The grounds surrounding the deck and terrace shall be maintained in a neat and clean condition, free of all debris and other foreign matter.

14.2: The LESSEE shall deposit its trash in its own contracted dumpster at Cranberry Valley Golf Course. The LESSEE shall deposit said trash on a regular basis so that no refuse will be allowed to accumulate as to constitute a fire or health hazard within the leased premises or to create an unsightly appearance on the leased premises.

14.3: LESSEE agrees to pay charges for a dumpster for trash collection.

14.4: The LESSEE shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

14.5: Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple proof at full load. Prior to the installation of any such receptacles, LESSEE shall obtain prior written approval for the proposed design and location of said receptacles.

14.6: The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

15. GLASS

15.1: The LESSEE shall be solely responsible for all glass in or within the premises and for all the LESSEE'S property located in or upon the leased premises.

15.2: The LESSEE shall be responsible for the repair and replacement of any broken or cracked windows, caused by any act or omission of the LESSEE, its agents, servants or employees, within or on the demised premises, all at its own cost. The LESSEE shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side, on at least a weekly basis.

16. LESSOR'S ACCESS

16.1: The LESSOR or agents of the LESSOR may, at all reasonable times, enter upon the leased premises for the purpose of access to common areas in and around the leased premises.

16.2: The LESSOR or agents of the LESSOR may, at all reasonable times, enter to view and inspect the leased premises and make repairs and alterations as the LESSOR should elect to do and may show the leased premises to others.

17. FOOD

17.1: All meals prepared shall be nutritionally appropriate, attractively presented, varied sufficiently to avoid boredom, and must be presented with sufficient alternatives to allow for individual differences in tastes.

17.2: All food purchased by the LESSEE for use at the leased premises shall meet the following minimum specifications:

Meat, lamb, beef, veal	USDA Choice
Pork	US #1
Poultry, eggs, dairy products	Grade A
Canned vegetables	Choice
Frozen Vegetables.....	Grade A
Fresh produce	#1 Quality

All other food purchases must be of comparable quality.

17.3: The LESSEE is responsible for the receipt and storage, inventory control, and use of all food and other products consumed at the restaurant.

17.4: The prices and food offerings on the concession and bar menu, attached hereto as Menu Exhibit to Lease, and incorporated by reference herein, shall not be

changed by LESSEE without the written approval of the LESSOR, represented by the Director of Golf.

17.5: Any disposable products used on the leased premises shall be made from recyclable materials and shall be recyclable and biodegradable.

17.6: Minimum Food Service of Breakfast and Lunch must be provided Memorial Day weekend through Labor Day weekend

18. RESPONSIBLE ALCOHOLIC BEVERAGES SERVICE PROGRAM

18.1: The LESSEE shall assure that all its employees participate in a "Responsible Alcoholic Beverages Service Program" at least annually, unless the LESSOR, at its sole discretion, prescribes more frequent intervals.

18.2: If a new employee is hired by the LESSEE, said employee shall participate in a "Responsible Alcoholic Beverages Service Program" as a condition of said employee's continued employment.

19. RECORDS AND REPORTS

19.1: The LESSEE shall submit to the LESSOR in a reasonable amount of time, not to exceed ninety (90) days following the end of each calendar year or fiscal year as appropriate, at the place then fixed for the payment of rent, a Review-type Financial Statement and a Certification that all taxes, notes and vendor invoices are current, prepared and signed by a certified public accountant and signed by LESSEE, showing in reasonably accurate detail the amount of gross sales during the preceding lease year or fractional lease year, if any, including the final lease year, including all option years.

20. INDEMNIFICATION OF LESSOR

20.1: The LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the LESSEE or of the LESSEE'S contractors, licensees, agents, servants, employees, occupants, sub-tenants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and the LESSEE shall indemnify and save harmless the LESSOR from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage during the term hereof in or about the leased premises.

20.2: The LESSOR shall not be liable to the LESSEE or to any other person for any injury, loss or damage to any person or property on or about the demised premises or the building of which the demised premises are a part or the approaches, sidewalks, patios or appurtenances thereto;

20.3: The LESSEE shall save the LESSOR, as owner of the demised premises, harmless and indemnified from and against all loss or damage occasioned by the use or

misuse of water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the demised premises.

20.4: This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

20.5: The LESSEE shall pay to the LESSOR, on demand, for any damage caused to any portion of the leased premises, or to any portion of the entire areas known as Cranberry Valley Golf Course, incurred as a result of the LESSEE'S operation, and or occupancy, of the demised premises.

21. INSURANCE.

21.1: The LESSEE shall carry and maintain during the duration of the contract, insurance as specified below and in such form as shall protect him and any subcontractor performing work covered by this contract, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

- a. For liability for bodily injury including accidental death, \$1,000,000.00 for any one person and, subject to the same limit for each person, \$3,000,000.00 on account of one accident.
- b. For liability for property damage, \$1,000,000.00 on account of any one accident and \$3,000,000.00 on account of all accidents.
- c. Bodily Injury and Property Damage Insurance covering of all motor vehicles owned by the LESSEE in the amounts required in "21.1.a." and "21.1.b." above.
- d. Insurance in the amounts required in "21.1.a." and "21.1.b." above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the LESSEE, while such vehicles are being operated in connection with the prosecution of the work under this contract.
- e. Owner's Protective Insurance secured by the LESSEE in behalf of the LESSOR, which will directly protect the lessor from liability for bodily injuries including accidental death in the amounts required in "21.1.a." above and for property damage in the amounts required in "21.1.b." above.
- f. All policies shall be so written so that LESSOR is listed as an additional insured and so that the LESSOR will be notified of cancellation or restrictive amendment. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date must accompany all bids. Such certificates shall

not merely name the types of policy provided, but shall specifically refer to this contract and article and the above paragraphs in accordance with which insurance is as required by such paragraphs of this contract. The LESSEE shall maintain a public liability insurance policy on the premises with coverage limits of not less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence and the LESSOR named insured on said policy.

- g. The LESSEE agrees, as a condition of this lease, to provide to the LESSOR a certified copy of said insurance policy, showing the LESSOR as a named insured, at the time of the execution hereof, and further the LESSEE agrees to provide verification of the continued existence of said policy at any time as such may be requested by the LESSOR. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.
- h. The LESSEE shall maintain Liquor Law Liability Insurance in the amount of \$1,000,000.00 occurrence and \$3,000,000.00 aggregate. The Town shall be named as additional insured.
- i. The Lessee shall maintain an umbrella liability insurance in the amount of \$2,000,000/occurrence and \$2,000,000/aggregate. The Town shall be named as additional insured.

21.2: The LESSEE further agrees to maintain any and all worker's compensation insurance in accordance with the Massachusetts General Laws and to provide the LESSOR with proof of same within thirty (30) days of the execution of this lease.

22. FIRE INSURANCE

22.1: The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall, on demand, immediately remove said cause or reimburse the LESSOR for all extra insurance premiums caused by the LESSEE'S use of the premises.

23. ASSIGNMENT-SUBLEASING

23.1: The LESSEE shall not assign or sublet the whole or any part of the leased premises.

23.2: Any attempted assignment by LESSEE shall be void and shall, at the option of the LESSOR, terminate this lease.

23.3: Neither this lease nor the leasehold estate of LESSEE nor any interest of LESSEE hereunder in the leased premises or any buildings or improvement thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary

assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LESSOR, terminate this lease.

24. FIRE, CASUALTY

24.1: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this lease.

24.2: When such fire or casualty renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore the leased premises; or,
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

24.3: The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, except for damage to the LESSEE'S fixtures, property or equipment.

25. BANKRUPTCY

25.1: If a petition shall be filed by or against the LESSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LESSEE'S property by a court of competent jurisdiction, then, in any such case, the LESSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole, repossess the same and expel the LESSEE and remove LESSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this lease shall be deemed terminated.

26. DEFAULT BY LESSEE

26.1: In the event that the LESSEE shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days, or if the LESSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LESSOR shall have the right thereafter to enter and take complete possession of the leased premises pursuant to any process required by law and to terminate this lease and/or remove the property of the LESSEE, without prejudicing any other remedies available under this lease or at law, for arrears of rent or other damages.

26.2: The LESSEE shall indemnify the LESSOR against all loss of rent and

other payments which the LESSOR may incur by reason of such termination during the residue of the term of this lease or any extension thereof.

26.3: If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys, fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LESSOR by the LESSEE forthwith as additional rent.

26.4: Failure on the part of the LESSOR to complain of any action or nonaction on the part of the LESSEE, no matter how long the same may continue, shall never be deemed to be waiver by the LESSOR of any of its rights hereunder.

26.5: No waiver at any time of any of the provisions hereof by the LESSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the LESSOR to or of any action by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to or of any subsequent similar act by the LESSEE.

26.6: No payment by the LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by the LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against the LESSEE.

27 YIELDING UP THE PREMISES

27.1: Upon the expiration of this lease, the LESSEE shall yield up and deliver the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises vacant and unencumbered, clean, neat, and in good condition. All equipment must be clean and operational and facilities clean.

27.2: The LESSEE shall, at the expiration or other termination of the lease, remove all the LESSEE'S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises).

27.3: In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE, for loss or damage thereto, and at the sole risk of the LESSEE, to remove and

store any of the property at the LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

28. NON-DISCRIMINATION

28.1: The LESSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the premises or its operations at the leased premises.

29. NOTICES

29.1: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises addressed to the LESSEE or, if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at Cranberry Valley Golf Course, Office of Director of Golf Course Operations, 183 Oak Street, Harwich, MA 02645 or to such other address as either party may specify to the other by notice given as provided herein.

30. SEVERABILITY.

30.1: If any provisions of this lease shall to any extent be held invalid or unenforceable, the remainder of this lease shall not be deemed affected thereby.

31. CONSTRUCTION OF LEASE

31.1: This lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

32. MODIFICATION OF LEASE

32.1: This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties.

33. MISCELLANEOUS OBLIGATIONS OF LESSEE

33.1: If the LESSEE'S operations hereunder cause or in any way bring about an increase in the LESSOR'S insurance premiums covering the premises, the LESSEE shall pay the resultant increase. Any amounts due the LESSOR under this paragraph shall constitute additional rent and shall be payable within thirty (30) days of notice to the LESSEE.

33.2: The LESSEE shall not, during the term of this lease, hire or employ on either a full-time or part-time basis, any employees of the LESSOR regardless of whether such employee of the LESSOR be full-time or part-time employees.

33.3: The LESSEE shall not, without the LESSOR'S prior written approval, refer to the LESSOR in any advertising, letterheads, bills, invoices or other printed matter.

33.4: The LESSEE shall be required during the term of this lease to take such reasonable security precautions with respect to its operations at the leased premises as LESSOR, in its discretion, might from time to-time require.

33.5: The LESSEE shall name a Principal or approved manager that will be present on site a minimum of 40 hrs weekly for the period of Memorial Day weekend through Labor Day weekend. From March 15th through Memorial Day weekend and from Labor Day weekend through December 14th, the schedule shall be as mutually agreed upon between the LESSEE and LESSOR. If the LESSEE plans on providing concession services between December through March, a work schedule of the assigned representative responsible for the operation must be presented to the Golf Course Management on the first day of each month.

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number _____.

Andrew Gould

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

Ronald S. Leidner

Signed By:

RONALD S. LEIDNER

Title:

President, Hot Stone, Inc.

Date:

JANUARY 15, 2010

THE TOWN:

Harwich Board of Selectmen

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

ATTEST:

Name:

[Signature]

Title:

CHRISTOPHER CLARY, TOWN ADMINISTRATOR

OFFICE OF THE TOWN ADMINISTRATOR
Christopher Clark, *Town Administrator*
Evan N. Melillo, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



11/27/2018

Ron Leidner

RE: Hot Stove Restaurant Lease Extension

Mr. Leidner,

This letter is to offer an extension based upon the terms below:

- A two (2) year extension with the rent at \$10,000 for 1 year in 2019, followed by 2020 at \$12,000 and ending on December 31, 2020 as per the conditions in this agreement.

Incentives to offset operating costs:

-The golf department will increase annual restaurant maintenance budget to \$17,500 and will fund kitchen equipment maintenance contracts, start up, as well as emergency repairs from this budget. The funds will be spent at the discretion of the Director of Golf, recognizing recommendations from the Lessee.

-The golf department will purchase all listed equipment and upgrades, as listed in attachment, in 4 - \$10,000 payments on:

4/1/19, 8/1/19, 4/1/20, 8/1/20, totaling \$40,000*

**Contingent upon your continued occupancy during two year period, if departing early the 3rd and 4th payments 2020 payments will be foregone and all the equipment and improvements will be considered Town property.*

-Golf department will purchase \$2,500 in restaurant gift certificates each of 2 extension years (on 3/1/19 & 3/1/20) to be paid out as tournament winnings during season.

-Up to three (3) additional dedicated restaurant parking spaces will be designated on north side of parking lot, closest to current restaurant parking.

-Invitation to provide input during design of parking lot.

-Golf Cart parking area will be created on east side of clubhouse, to entice golfers to restaurant upon completion of play.

-The Golf Department will offer golf cart shuttle services in parking lot for restaurant and golf course customers, during peak hours, as staffing levels allow.

If the terms are acceptable, please sign and date at the bottom.

Sincerely,

Christopher Clark

Ron Leidner

11/27/18

Date

OFFICE OF THE TOWN ADMINISTRATOR
Christopher Clark, *Town Administrator*
Evan N. Melillo, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

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Sincerely,

Christopher Clark

Ron Leidner

11/27/18

Date

MINUTES
SELECTMEN'S MEETING
GRIFFIN MEETING ROOM
Monday, December 16, 2019
6:30 P.M.

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

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers.

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 6:00 pm for an Executive Session. They Convened in Executive Session for the purpose of discussing strategy in respect to the litigating position of the public body and the Chair so declares, between Chief of Police David J. Guillemette and Jeffrey Gomes. They approved the strategy going forward and as it happens, he is sure it will be in the press.

WEEKLY BRIEFING

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

Mr. Joseph Powers, Interim Town Administrator, provided the update and said that the one week look ahead for the week for December 16th through the 20th the Mainline Sewer Crew # 1 will have their subcontractors performing various tasks at various locations. Mainline Sewer Crew # 2 will continue installation on Route 137, still necessitating detours. The two week look ahead, which is during the week of Christmas. There will be no work on December 25th. However, for the remaining days, Mainline Sewer Crew # 1 will still be working with their subcontractors and Mainline Sewer Crew # 2 will now commence installation on Ellis Drive and White Pine Circle. The three week look ahead for the week of December 30th, there will be no work on New Year's Day, the rest of the week Mainline Sewer Crew # 1 will have

the subcontractors performing various tasks at various locations and Mainline Sewer Crew # 2 will return to continue installation on Route 137, with detours.

Mr. Powers added that they will have their monthly construction meeting tomorrow with all parties. They have not reached an appropriate conclusion or action on the extended hours, and will report on that next week.

Mr. Ballantine asked, as a reminder, are the extended hours for the two or three days for the five manhole covers the need to be put in?

Mr. Powers said that was the understanding; however, it had come to their attention that they had been operating well be on the contact hours. So, that will need to be addressed before they can get into the standard extended hours.

Mr. MacAskill asked for this to be added as an agenda item, for a little more conversation, after the construction meeting. He added that he had spoken to the contractor and they are a little frustrated that they cannot work past 4:00 pm. Mr. MacAskill said that he is not sure who made the decision to work only till 4:00 pm, but it does seem that is going very slow. At 20 feet per day, he thinks that they will be there a lot longer and it seems a lot of people are frustrated with the detours.

Mr. Howell said that he was one of the complaints, since he lives nearby. He added that if 4:00 pm is the time that they are talking about, that would be terrific. But they have been closing up at 7:00 pm, 7:30 pm and even 7:45 pm. That is well beyond the time they agreed to.

Mr. Ballentine said that he is comfortable putting this on the agenda. He would also like to include at that time the schedule for phase 2, contract 2; and know what the schedule is going to be.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Ms. Carolyn Carey, Director of the Community Center, said that she first wanted to apologize to anyone that wanted to see the light show at the Cultural Center. Due to the weather, they had some difficulty with that. She said that Mr. Sean Libby and the Highway Department had been great and they believe they have everything worked out. She said that they would like to invite everybody there on December 18th to see the lights, and they are collecting for the Family Pantry. They will have volunteers going car to car collecting

canned goods and the list of what the Family Pantry needs is available. This is happening from 4:30 pm to 9:00 pm on December 18th.

Ms. Carey said that she also wanted to take a moment to say thank you to the entire community. As she stands there, they are wrapping the last few presents for the mitten tree program. There are 50 individuals that will be having a phenomenal Christmas, thanks to all of the support.

- B. Mr. Richard Waystack, Chairman, Board of Assessors, wanted to again remind everyone that their first actual tax bill will be coming out just after Christmas. If anyone would like to challenge the valuation of their property, they have from January 1st through February 1st, to do so. There is no time extension. The Board of Assessors can no do anything about the taxes being charged, all that they are concerned about is the value of the property.

Mr. Ballantine said that he assumes that the month is from when the letter is stamped. Mr. Waystack said that they are not sure exactly when the bill will go out, likely the week between Christmas and New Year's. The people will have one month from the date that it was sent.

Mr. Ballantine asked if Mr. Waystack could follow up on the process. If someone wants to do that, do they contact the Assessor's office to schedule a review or should they do it in writing?

Mr. Waystack said that it should be done in writing. He added that the abatement form is on the Assessor's website and can be downloaded and then sent it in to the Board. They may request an actual hearing before the Board of Assessor's, which is held in Executive Session. Also, he would encourage all taxpayers to get a copy of their property field card. It can be found online at the Assessor's website and they should go over every aspect of their property.

CONSENT AGENDA

- A. Minutes: June 17, 2019 Regular Session

Mr. Howell requested that they table the minutes due to some inaccuracies that were listed and/or missing. He will provide a narrative to have it corrected and they will bring it back next week.

- B. Vote to accept the resignation of Angelo Kyriakes, from the Harwich Historic/Historical Commission, effective 12.6.19

Mr. Ford moved to accept the resignation of Angelo Kyriakes, from the Harwich Historic/Historical Commission, effective 12.6.19. Seconded by Mr. MacAskill. All in favor, motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

- A. Application for a transfer of the Annual, Common Victualler, All Alcoholic Beverages License now held by Ham and Bri LLC DBA Reds Pizza, 703 Main Street, Harwich, MA 02645 to Beachlight, LLC DBA Seal Pub, 703 Main Street, Harwich, MA 02645, on the following described premises located at 703 Main Street, Harwich, MA 02645: Indoor area – Two dining rooms, bar room, kitchen, prep room, two bathrooms and an office. Two entrances. Outdoor area – Patio seating of six tables, seating 20. Discussion and possible vote

Mr. Powers explained that there is an application for a transfer of the Annual, Common Victualler, All Alcoholic Beverages License now held by Ham and Bri LLC DBA Reds Pizza. He said that last week the board processed the renewal application which was the appropriate steps to take first, they have the applicant and attorney present, they have endeavor to provide all the materials that are required both locally and by the ABCC and at this point he will turn it over to them for presentation and questions.

Ms. Robin Reid, Esq. introduced herself as a mediator and attorney with offices in Provincetown. She also introduced the others present as Mr. Robert Young, Mr. Michael Scott and Mr. Josh Winston. Ms. Reid said that Mr. Scott will be the manager of record.

Mr. Reid continued and said that this is an application to transfer the Annual, Common Victualler, All Alcoholic Beverages License from the existing licensee, Ham and Bri LLC, to Beachlight, LLC. The three gentlemen she introduced are the principles of Beachlight, LLC. The premises are located at 703 Main Street, Harwich, MA. It is now known as Reds, and her clients intend to change the name to Seal Pub and Café. She said that she will keep her comments brief. It is under contract to purchase and this is the most significant condition for the consummation of the contract. They are seeking

approval this evening, so that tomorrow morning they can send this package to Boston for the ABCC to also take a look. They are proposing to offer Nespresso coffee, baked goods, and smoothies during the mornings, and then afternoon to evenings they will feature craft beer and wine with a pub style menu. Their intent is to operate from 6:00 am to 1:00 am. The statute that governs here is Chapter 138, Section 12 and all three of the applicants have taken the tips training, all have read Harwich's regulations, all have clean criminal records, and they all have extensive experience in the hospitality industry. She also added that Mr. Young has had liquor licenses in the past in California and Florida. All three are now residents of Harwich, which they are excited about.

Ms. Reid concluded that they request that the Board approve the transfer and if they wish, they can condition the issuance of the license on confirmation of the closing.

Mr. Ballantine asked if Mr. Young could give a brief description of what they have planned.

Mr. Young said that they are looking to call this the Seal Pub and Café. He said that he had a coffee house in California for 10 years, that served Nespresso. They are not looking to compete with Ruggie's, but they are looking to set up a healthy lifestyle open café type of thing. The evening's will be pub food and the bar will stay in operation, with craft beers and good wines.

Mr. Powers said that the application was completed and the two outstanding items from the seller, they have those in hands, so there is nothing to hold up the decision of the Board.

Mr. Howell asked if the Police Chief had any objections to this?

Chief David Guillemette said that he had inquired about this when he saw it on the agenda. He did not recall seeing the packet, that usually sees for transfers of this nature, to conduct a background check. He believes that someone had come in for fingerprints, but it had not been completed.

Mr. Howell said that is why he asked, because he did think it was something that got missed in this process. Mr. Powers said that if the Board chooses to

take any action, that they can condition it upon completion of the background check. He also apologized, and said that he thought that had been done.

Mr. MacAskill asked Mr. Powers if the renewal they had approved last week has to go back to ABCC for final approval, and if there will be any delay with that? Mr. Powers said that application was complete. They did speak with the ABCC about the transfer, and they were they directed to send first and they will complete them and then draw their attention to the transfer.

Mr. Ford said he is a very excited and things that this is a great thing. He is happy with the commitment that they are making to Harwich Center.

Mr. MacAskill moved that they approve the transfer of the Annual, Common Victualler, All Alcoholic Beverages License now held by Ham and Bri LLC DBA Reds Pizza, 703 Main Street, Harwich, MA 02645 to Beachlight, LLC DBA Seal Pub, 703 Main Street, Harwich, MA 02645, on the following described premises located at 703 Main Street, Harwich, MA 02645, pending the successful background checks and the packet to the Police Chief. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

NEW BUSINESS

- A. Vote to accept the recommendation of the Harwich Board of Registrars to appoint Deborah Sementa as an Assistant Registrar

Mr. MacAskill moved to accept the recommendation of the Harwich Board of Registrars to appoint Deborah Sementa as an Assistant Registrar. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

- B. Discussion and possible vote (subject to approval from Town Counsel) - Release of Sand Rights at 9 Highland Avenue South Harwich – approved May 9, 1995 at Annual Town Meeting, Attorney Brian Widegren for homeowners, Evan and Molly Hoorneman

Mr. Powers explained that they have in their packet communication from the attorney for the property owners, which included the Town Meeting action, going back to 1995. He said that it was his understanding that the property owners did not avail themselves of the right of that article; however, there is a need for them to move forward on it now. He informed the Board that they

do have the instrument to sign, as vetted by KP Law, which is the Towns' document they are providing.

Mr. Brian Widegren, Esq. was present to represent Evan and Molly Hoorneman, the owners of 9 Highland Avenue in South Harwich. He said that they purchased the property in November of 1994, and discovered at the time of the title search that the Town of Harwich had the right to remove sand from the property. They were able to get an article in the following Town Meeting, in May of 1995. This was Article 54, in which they sought the town to release the sand rights. He had submitted the certified copy showing that the article had passed unanimously, requiring a 2/3 vote. At this point, so many years later, Mr. and Mrs. Hoorneman would like to retire and move closer to their kids and grandchildren, so their property was put under a purchase and sales agreement. They discovered, to their surprise, that despite the fact that Town Meeting had voted to request that the Board of Selectmen give up those sand rights, that there was no follow through by them, or whoever was representing them at the time. They are requesting now that they follow through with the commitment from the Town Meeting of 1995, and execute the document that would release the town's right to remove sand from the property. He added that it would be pretty hard to do at this point, because it has all been developed around them. It is his understanding that this was vetted and approved by town council and he would ask that the Selectmen agree to release the sand rights.

Mr. MacAskill moved to release the sand rights at 9 Highland Avenue, South Harwich, which was approved at the May 9, 1995 Annual Town Meeting. Seconded. All in favor, motion carried by unanimous vote.

C. Annual Meeting with the Board

1. Cemetery Commission

Ms. Robbin Kelley, Cemetery Administrator said that Ms. Cynthia Eldredge, Chair, Cemetery Commission had to leave and will not be able to present, but she provided an overview of the report, on her behalf.

Ms. Kelley reported that the Cemetery Commission currently has two commissioners, Cynthia Eldredge and Steven Connor. She said that Ms. Karen Young retired from the commission this past year, and they

would like to thank her for her efforts. They now have one vacancy on the Commission, and they meet the first Tuesday of each month, if anyone is interested in joining them. She said that they have done a bunch of stuff, which is in the report. The only thing that is not listed is the Commission's plans with the Community Preservation Committee's (CPC) article, that was submitted for the Pine Grove Cemetery, which was \$75,000. They had gone before the Historic Commission, and it was unanimously approved. Then it went to the CPC, and they are hoping that will pass. Ms. Kelley asked if anyone had any questions.

Mr. Ballantine asked about moving into this year's Town Meeting, and if they are going to resubmit the bylaws, in regards to FinCom, on making some corrections and modifications? Ms. Kelley said yes, that they are working on the language on some of the rules and regulations. Mr. Ballantine asked if they will be vetting those with the various people that were concerned on the language. Ms. Kelley said yes.

Mr. Ballantine asked about how many trees they had lost. Ms. Kelley said that they had lost 425 tree total, and they are looking to have a tree article at town meeting this year. She added that it was probably four years ago that they needed to do this, to replant trees. She said it is imperative that they plant some more trees, 425 was a lot to lose.

Mr. MacAskill asked if the perpetual repair funds covered tree replacement? Ms. Kelley said in that fund right now they only have about \$3,000 available and you can only spend the interest that is earned in there. She said that she had asked that question, and it was verified that there was not enough in there for the cost of the trees.

2. Golf Committee

Mr. Clement Smith, Chairman, Golf Committee, said that some of the things they have tried to emphasize, and would like to see reflected in the record, is how Harwich is really the dominant component of the membership profile, as seen on the membership breakdown for FY19. Also, another thing, which is really a tribute to Mr. Roman Greer, Golf Director, and the operations in general, is the retention of the members that they have had over time, which is pretty impressive.

Mr. Smith continued onto the next slide and said that as far as matching expenses and revenues, this is the key to the success in the Town, and the facts speak for themselves. At the request of the Town Administrator and the Selectmen, they have tried to reduce expenses.

Mr. Smith said that the committee participation has been effectively strong. They have a seven member committee, which is comprised of Martha Duffy, who is the Vice Chair, Steven Bilotta, Tom Johnson, John Crook, John Wheeler, John Connolly. Mr. Smith said that thanks to the vetting of the Selectmen, the members have brought a very strong business component to the committee.

He reported on the major initiatives that the committee has been working on, including; The new Car Barn, which is complete thanks to everyone's hard work. He added that the Car Barn will be a tremendous asset, especially as they go solar. The solar project morphed into even more than they could have imagined. It was originally designed to provide 30kW of power to the grid, and thanks to the collaboration with CVEC and Mr. Leo Cakounes, it has been expanded to produce 290kW of energy, as a supplemental to the golf operation

Mr. Smith discussed the devastation of the 200 plus trees that were lost from the tornado. As part of an ongoing project and in consultation with the USGA, they recommend the removal of trees for the benefit of the green. The Cart Master plan has been implemented and has been well received by the public. As far as the club house is concerned, they have continued to upgrade the restaurant and their goal is that after 5-years, they will have a turnkey operation, because they have invested money into it. They are continuing with their USGA consulting, and it has been enormously helpful to their operation. As far as future projects are concerned, with capital outlays endorsement, they have a robust plan in place.

Mr. Greer read through the list of future projects, which currently consists for FY21. First is the tree work for the front 9, which is a six year project; as well as, the cart path work on hole number 10, and the design and feasibility for a three-hole practice and putting course. The items that are highlighted, were because they were additions to the capital plan.

Mr. Smith continued to discuss the capital projects and improvements, which will be paid for with golf specific fundings; such as reserve funds and it will not impinge on the tax payers.

He said as they go forward with Junior golf, there are a couple of exciting things that have taken place, such as the Drive, Chip and Putt. That is a national competition and has put Cranberry Valley on the golf map. Also, there is the First Tee. They have about 30,000 young people involved in this program. It not only promotes golf, but the ethics and morality that stands behind the game. It is an extraordinary team effort. There is a great article in Mass Golfer, called Seventh Heaven, and the article references Cranberry Valley. The article also mentions that it is all done in conjunction with the Monomoy Schools.

Mr. MacAskill asked if they could provide an update on the power cable that is supposed to come off of Oak Street. Mr. Smith said that the challenge has been with Eversource, and they had come to them wanting about a quarter of a million dollars to upgrade the facility. It has been negotiated down to \$50,000 which the solar provider is going to pick up.

Mr. Howell said that they run a first class operation. Mr. Smith said that Mr. Greer has been designated as Cape Cod's section pro of the year, for his contribution to junior golf and his excellence in management of the golf operations.

D. Discussion and possible vote - Golf Committee – Rate & Fees

Mr. Roman Greer, Golf Director, was present to discuss the rates and fee recommendations for the 2020 golf season at Cranberry Valley. The Golf Committee held a public hearing on November 12, 2019. Mr. Greer had presented the recommendations, and the Golf Committee voted unanimously to endorse the recommendations.

Mr. Greer said that the recommendations are pretty simple this year. They are looking to increase all adult membership fee categories by \$20, and to capture that increase into the Golf Improvement Fund, to fund the capital projects that were just listed.

They also wanted to consider an additional \$25 increase to Chatham memberships. This has always been a discussion at this time of year and they think this is an appropriate time to create some separation. Lastly ,they would like to create a new collegiate category for memberships.

The rationale comes from when they did a competitive analysis of the Cape golf market. They really felt that Cranberry Valley was well placed in the market. Their green fees are among the highest of their competition, which they feel is justified by the high demands to play the golf course, and how popular it is. They have some of the lowest membership fees, which is also appropriate, because they have the fewest amount of golf holes within their competition. Financially, the golf operation reached a high water mark in revenue in FY19. Mr. Greer reviewed the chart showing the 66% of memberships that are from Harwich. Chatham being the second highest at 16%.

Mr. Ford asked if the increase for Chatham would be the \$20 plus the \$25. Mr. Greer said yes, it would be \$45 for Chatham, but he welcomes a discussion.

Mr. MacAskill asked what feedback they received from the golfers at their November 12th meeting. Mr. Greer said that they had one member of the public show up, and he endorsed the idea of raising the fees for the membership for Chatham.

Mr. MacAskill moved to approve the Golf Fee Increases as presented. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

E. Vote – Annual Auto License Renewals 2020 – as listed in the packet

Mr. Powers explained that in the packet they will find the list of renewals and they have been vetted by staff.

Mr. MacAskill moved to approve the Annual Auto License Renewals 2020, as listed in the packet. Seconded by Mr. Ford. All in favor, motion carried by unanimous vote.

F. Vote - Common Victuallers License Renewals 2020 – as listed in the packet

Mr. Powers said the list in the packet, all applications have been submitted, in good order and vetted by staff.

Mr. Howell moved that they approve the Common Victuallers License Renewals 2020, as listed in the packet. Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

G. Vote - Annual Entertainment License Renewals 2020 – as listed in the packet

Mr. Powers said the list of entertainment renewals is in the packet and staff made sure to note the hours of operations that had been previously approved by the Board. They have been vetted and ready for the Boards action.

Mr. MacAskill moved to approve the Annual Entertainment License Renewals 2020, as listed in the packet, with the restriction listed on the license. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

H. Vote - Annual Liquor License Renewals 2020 – as listed in the packet

Mr. Powers said that the list has gotten smaller, all required documentation was submitted to staff and vetted and is ready for the Board's action.

Mr. MacAskill moved to Annual Liquor License Renewals 2020 – as listed in the packet. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

I. Vote – Annual & Seasonal Lodging House or Innholders License Renewals 2020 – as listed in the packet

Mr. Powers said that all required documentation was submitted to staff and vetted. It is ready for the Board's action.

Mr. MacAskill moved to approve Annual & Seasonal Lodging House or Innholders License Renewals 2020, as listed in the packet. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

J. Discussion and possible vote - West Harwich DCPC Board of Selectmen liaison selection

Mr. Ballantine explained that this was something brought up last week by Charleen Greenhalgh, Town Planner. He said that Mr. Howell has been very active with this, but it would be good to have a discussion on this

Mr. Howell said that he is pretty happy, the path is pretty clear, and he is satisfied it is going in the right direction. He added that Mr. Ford has gone to a meeting with him, and he would support him, if interested.

Mr. Ford said he would have to give it some thought, but he first wanted to commend Mr. Howell for all of his hard work on this and the integral part he played.

Mr. MacAskill moved to appoint Mr. Howell as the liaison to the West Harwich DCPC, for the Board of Selectmen. Seconded by Mr. Ford.

Mr. Howell added that he would be happy to have Mr. Ford onboard as well; as it would be good to have the back up. Mr. Ford requested to wait.

All in favor, motion carried by unanimous vote.

K. Discussion and possible vote –Staffing needs – Administration Department

Mr. Ballantine discussed the transition phase that they are in and looking toward the search for the Town Administrator, but they need help. He said that there are three broad categories; procurement, personnel needs, and preparation for Town Meeting.

Mr. Powers said that as they can see on his memo, the allotted personnel in the Administration office should be 4.0 and they are operating with far less. He would like to tell the Board that they are understaffed and they do need help going forward, to get through the log jam, and ramp up for Town Meeting. He and the Finance Director have met with most departments on the budget and capital outlay. They are still getting everything done, but it is only going to get busier.

Mr. Ballantine said he would like to take the initiative and recommend that they hire Mr. Robert Lawton, on the short term to help out. He said that he

has spoken to him, and Mr. Lawton would come in with the most recent knowledge of the operation in Harwich. As part-time help he would offer some immediate staffing to get over the hump.

Mr. MacAskill said that he does not agree and does not think that they need another retired Town Administrator to get them over the hump. He also would like to know where they are going to find the money and asked if there is a line item. He would like to know where the money is going to come from. He said that he would rather see them go out to another town and talk to their procurement people. Perhaps they could get a contract with some of their staff to come in and work. He thinks the hole is a lot deeper than they want to see.

Mr. Powers said that the Finance Director did speak with the Finance Committee Chairman about this a while back. The Finance Committee is expecting the submittal of a request for a reserved fund transfer, to cover whatever cost they need to cover in the short term. He understands there is a cost, and they are costs that will have to be born if the processes are going to go forward.

Mr. MacAskill said he does not want to hold this up but would like to see more of a process and questioned if the Board should consider interviewing the options that are out there to see who might be best for the job.

Mr. Ballantine said he can agree with that, but he would not want to hold it off to long.

Mr. McManus said it is clear that they need help in the Administrator's office. However, with that being said, if they decide to bring on an Assistant Town Administrator, it is the Acting Town Administrator's job to bring that person in. Mr. McManus said that they just get to vote on it.

Mr. Ford said that he agrees with Mr. MacAskill, that more thought needs to go into it, but they are caught in a time crunch. He said that they should be able to rely on the Acting Town Administrator to use the person that they select. He said especially with Town Meeting coming up, where they need to be far more prepared.

After further discussion and debate on the candidates and the issues, Mr. Ballantine said he would wait a week, but does not want to wait any longer.

Mr. Powers said he had some thoughts he could share and they are trying to clear out a log jam, and get ready for Town Meeting. He would like to be clear, he had an opportunity to work with Mr. Lawton and he has no issues with him serving as an assistant role. Mr. Powers said that Mr. Lawton has the experience and he thinks they would work well together. He is open to deferring to the Board on this, and all vacancies. He also advised the Board, that he had released a memo to all Department Heads last week, on a hiring process going forward, with the express intention of clearing out the log jam. He has worked with two Departments Heads so far, and he thinks that will work very expeditiously. They are making progress. He has no concerns with the names that have been mentioned and just want to be mindful that they are running out of time to get help in a meaningful way.

Mr. Ballantine said he has no problem with exploring this, but he wants a decision next week.

Mr. MacAskill said that he does not want to be the one to cause delays, if Mr. Powers has made this decision, and other members of the Board have also spoken to him, then someone should make a motion.

Mr. Powers wants to make it clear that he is not looking for a vote, he has had some conversations with the Board members and it has been on the agenda for the past two meetings. They need to be able to work more expeditiously and be able to prepare for a better Town Meeting.

Mr. Ballantine said that they will bring it back next week and Mr. MacAskill asked if they can please bring a dollar amount back with it and the blessing of the Director of Finance.

L. Discussion – Town Administrator Search Process; Search Firms, Salary Requirement, Other Towns Experiences

Mr. Ballantine said that he put together a timeline to give an idea of what the steps are for the search committee. He said that Mr. Ford and Mr. Powers had been working on gathering information on the salary.

Mr. Ford said that regarding the salary, he found that across the Commonwealth, it is across the board. The Massachusetts Municipal Association (MMA), shows the average salary to be \$114,000. On the Cape it is significantly more than that, most around \$150,000 and above. It is

focused on the needs of the town and what the demand is on the individual position. He said that it is also focused on where they are with salaries within the Town. The job description will drive where they will come in on this.

Mr. Ballantine said that he has started to draft the description for a discussion, and they will bring that back.

Mr. Ford said he would ask if it is their intention to hire a company to help with this, because it would be good to know and be able to look at the search firms that are out there.

Mr. Ballantine said that Mr. Powers is starting out in a great way, but he wanted to make a comment that it needs to be an open process going forward.

Mr. Howell said based on what Mr. Ballantine just said, the Charter actually requires that the Selectmen advertise and do a search. He said that even if it was their inclination to go in a specific direction. It is more than just an opinion, they are required to do this.

M. Discussion and possible vote – Town Administrator Search Committee

Mr. Ballantine also brought up the making of the search committee and keeping it small, maybe about 5 people. This will likely be an agenda item every week going forward.

Mr. Howell added for everyone's edification, that he was on a search committee recently and their objective was to find a range of people with different strengths. It was also a concern that search firms were not bringing forward all of the candidates. Mr. Ballantine said he just talked to someone that was on the search committee last time, and that was one of their complaints.

Mr. MacAskill said that it might be good if each Board member could send to the Chairman their ideas on what they are looking for in a Town Administrator. Also, he asked if they could get the past advertisement for the position that was run, and the last job description. Mr. Ford added that he has already been trying to gather this information from the other towns.

Mr. McManus said he mentioned this to Mr. Powers when he became the Acting Town Administrator. He said that one thing to they need to be

sensitive of going forward, is not getting into a situation where people think there is already a favorite. So, when a decision is made, people are accepting that they are doing what is the best for the Town.

CONTRACTS

A. Discussion and possible vote - Municipal Solid Waste (MSW) Disposal Recommendations; New Bedford Waste

Mr. Powers said that he would defer to the Director of Highway and Public Works on this. He believes that the Director has come up with an ingenious interim step as to how to handle solid waste in the short-term, and what may be available as a more viable option, in the near future.

Mr. Lincoln Hooper, Director, Department of Public Works, said that he believes it was back in September, that Mike Camara, President, ABC, New Bedford Waste Services, gave a presentation. During this presentation he quantified the solid waste crisis that is going on in Massachusetts. He said that they got the first inkling of this back in May when the plant closed down in Rochester, along with another plant that they own in Saugus. This has put a real hurt on everyone.

Mr. Hooper explained that Mr. Camara initially sent out a letter to the Town, about six years ago, and half of the Cape towns signed with him and half stayed with SEAMASS.

Mr. Camara sent out a letter notifying them he wanted to exercise the force majeure clause in his contract. That was rejected and then Mr. Camara floated another letter with a change in law clause. Mr. Hooper said that he went to Mr. Camara and requested to sign a one-year contract with the Town at the same price they are floating. He did that and it is in the packet.

Mr. Hooper said that there is no place to put the Municipal Solid Waste (MSW), he can't emphasize this enough. He has been in the industry for nearly 30 years and he can't get people to return his calls from disposal outlets. So, all we have is ABC Disposal, Covanta, which is SEMASS, the largest waste energy in the state, and the Town of Bourne.

He is here now discussing this, when the contract expires in January. He was hopeful that the Mr. Dan Barrett, General Manager, Town of Bourne, would

be able to assist them in some way. Mr. Barrett had helped them over the past summer, and got them through the hump, which allowed them to continue with commercial activity. However, he had to curtail that in September. Mr. Barrett was hopeful that he would be able to offer something, but has not been able to. Covanta has under contract about 80% of the Bourne landfill capacity with the other 20% going to them and the Town of Falmouth. That said, Bourne is working on a major expansion where they anticipate being in a position to offer municipality's contracts in a year or two. So, it is his recommendation to that they execute a one-year agreement with New Bedford Waste, and one with Covanta. They are very similar in price, and that would allow them to open up the commercial business to local contractors.

Mr. Howell said it sounded reasonable. He also asked what the cost would do to the fee structure. Mr. Hooper, said the item after the two contracts would address that.

Mr. McManus said that there is very little landfill space left on the Cape, and no place to expand. They can anticipate the States that have been accepting trains, not to accept anymore. They will have to invest in new technology in the future.

Mr. Powers explained that Mr. Hooper was presenting tonight for them to understand his strategy. If the Board is agreeable, they will look to execute agreements with the parties based on the Board's direction.

Mr. Ballantine asked if this will be a quick process, because it needs to be done by the end of the year. Mr. Powers said that is the hope and expectation. Mr. Hooper said December 31st is when their current 5-year contract with New Bedford Waste expires. He was unable to honor the second 5-year agreement that they thought would be possible.

Mr. MacAskill moved that they approve the Municipal Solid Waste (MSW) disposal recommendations for New Bedford Waste, as presented, pending review of the contract. Seconded by Mr. Howell.

Mr. Ballantine asked if it would be better to go for two-years. Mr. Hooper said they had offered a three-year deal, but he is hoping the Town of Bourne will be able to step in help relieve some of this, and it would be in better terms.

All in favor, motion carried by unanimous vote.

B. Discussion and possible vote – Municipal Solid Waste (MSW) Disposal Recommendations; Covanta

Mr. MacAskill moved that they approve the Municipal Solid Waste (MSW) disposal recommendations for Covanta, as presented, pending successful contract. Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

Mr. Howell added a comment that manufacturers do not care about the cost of ownership. They sell you stuff with packaging three times bigger, and unless something starts happening with that, we will bury ourselves in trash. He is not sure where to grapple with that, but this obviously isn't the way. He continued that they keep paying more as they go along and sites are closing and not taking stuff anymore. It is not about who is going to take the stuff, but the reality is there is too much stuff coming along with what we buy. He's not sure what the solution looks like, but until they get to that, they will be having this conversation pretty much every year.

Mr. Hooper pointed out that they have had below market conditions for MSW for 25 years. The tier-1 communities, where the financial mechanisms that got SEMASS built. As a consequence to that, the original rate was \$12 a ton back in 1988. They have been very fortunate, but now there has been a confluence of negative events that happened in the industry. It is supply and demand and they have more trash so they have outlets.

C. Discussion and possible vote – Municipal Solid Waste (MSW) Commercial Tip Fee increase from \$100 per ton to \$120 per ton

Mr. Hooper said that this is an unusual request for a mid-fiscal year increase. He is recommending that they move their MSW rate from \$100 per ton to \$120 per ton. He said that he has made this recommendation based on two facts; first, Covanta has raised their rate of the train, which goes into effect on January 1st, to \$110 per ton. They have always tried to maintain about a \$10 delta, as a convenience fee, with this being crucial for a cost recovery position.

Mr. MacAskill asked what the current tipping fees were before this increase tonight. Mr. Hooper said about \$72.00. Mr. MacAskill asked why it has jumped to \$120 not \$110, and whether it is because of what Yarmouth's prices

are. Mr. Hooper said that is correct and that when they are anywhere near Yarmouth's price, they get inundated.

Mr. MacAskill said he had one more follow up question and asked about the money that they spend to operate the dump, versus what they get in. Mr. Hooper said that they are in a full cost recovery position. He has had that discussion with the Finance Director. When they capture all the costs of the operation, they are at a breakeven.

Mr. Howell said, at the DPW Director's recommendation, he moved to accept the new rate of the \$120 per ton, for the Municipal Solid Waste (MSW). Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

D. Discussion and possible vote - Addition to the existing Plymovent Source Capture Emergency Vehicle Exhaust Fume Removal Systems at Fire Station #2 – Griffin Ryder

Mr. Powers explained that the present vehicle exhaust at Fire Station #2, has six rails, and they have an opportunity to add a seventh rail. This will allow them to bring equipment from Headquarters over to Fire House #2, thereby getting more equipment into Headquarters. Mr. Powers said that it is out of an abundance of caution, that he had this come before the Board. It is under the amount that they have typically held the Town Administrator to, but he wanted to make the Board aware of this. It is a standalone item that has been approved by the Finance Director for funding availability, and he is looking for the Boards approval.

Mr. MacAskill asked if this is a change order. Mr. Powers said it is not a change order, because the original bid documents were for the six rail system. He said it is basically just the fact that they can add the seventh rail.

Mr. MacAskill asked Mr. Powers if he is recommending this. Mr. Powers said that he is recommending it.

Mr. MacAskill moved that they approve the addition to the existing Plymovent Source Capture Emergency Vehicle Exhaust Fume Removal Systems at Fire Station #2, in the amount of \$7,200, and for the Town Administrator to sign. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

Mr. MacAskill said that he believed they are still under budget for Fire Station #2. Deputy Fire Chief David LeBlanc said that they are under budget and they just had it reported that their change orders are under what is normal for a project of this size, about half what would be normal.

TOWN ADMINISTRATOR'S REPORTS

A. Signature Requested – Memorandum Agreement Extension for the mitigation funded Main Street Corridor Improvements Project

Mr. Powers explained that in their packet is a document related to the Main Street Corridor Improvements Project, and they had received explanation from the Highway Director.

Mr. MacAskill confirmed that they do not need to vote on this. They just need to sign it, because they already voted on it. He also noted that this is for money coming back to them, not money being spent. That was agreed upon.

B. Discussion - DHY Clean Waters Professional Services Agreement

Mr. Powers said that this is an agreement for the DHY Clean Waters Professional Services Agreement that is to be executed between CDM Smith and the Town of Harwich.

He said that it is Harwich's expense related to DHY engineering services. It is also the item that will eventually be for the peer review by Weston and Sampson. This item is presently being vetted by legal, procurement and CDM Smith, and they expect the Board to have a fully completed and vetted document to sign next week.

C. Discussion – Dave Young, CDM Smith

D. Discussion - Weston and Sampson DHY Peer Review Engineering Services

Mr. Powers explained that he has taken up the request with the Town of Yarmouth Administrator to handle the language with Weston and Sampson. He said that the Town of Harwich will only be responsible for the \$6,000.

E. Budget/Warrant Time Line FY 2021

Mr. Powers just wanted to remind the Board on the FY 2021 timeline. He mentioned earlier that he and the Finance Director have met with several members of Capital Outlay and the Capital Outlay Plan will be presented to the Board of Selectmen and the Finance Committee next week, as required under the charter. He said that it is not on the December 9th goal, but ahead of the end of the December requirement of the Charter.

Mr. Ballantine said that he would encourage everyone to take a look at that. They may need to make some tough decisions with their fiscal budget constraints.

Mr. Powers said the next follow-up will be a joint meeting with the Board of Selectmen, Finance Committee and Capital Outlay. With a hearing to happen on Monday, January 6th, relative to that plan.

SELECTMEN'S REPORT

Mr. Howell said that the Housing Trust met last week, and they elected him Chair. He said that this brings up a couple of things.

They have a contract grant acceptance with the CPC, which was just given to him to sign. He expects this to operate much more publicly and much more collaboratively than it has been. They voted to authorize the Chair to sign, but that has more implications to it, because he wanted to make sure that the Trust comes back to the Board of Selectmen and gives some reports about where they are and what they are doing.

Mr. Howell said that they have admittedly created priorities, without understanding what their work process was going to be. So, that will be happening over the next while. Most importantly, though, he feels that it is important that the Board of Selectmen hears what is going on. Also, he went back to the bylaws, and it says the Town Administrator or designee, and it is really unclear who designates that. He asks if it would be the Board of Selectmen to make the designation of an alternate to the Town Administrator, or the Town Administrator. With that being said, for a future agenda, if Mr. Powers could do it for a period of time, but there would need to be some sort of a designation to have someone there, or they may not have a quorum.

Mr. Ballantine said that they authorize Mr. Howell to have further conversation with Mr. Powers and legal to determine the process.

Mr. Ballantine said that this brings up something else, and asked if Mr. Powers could you give them a data point on where they are with all of the revolving funds. Mr. Powers said he will be meeting with Ms. Coppola and they can bring that back.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 8:24 pm. Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Administrative Assistant

MINUTES
SELECTMEN'S MEETING
GRIFFIN MEETING ROOM
Monday, December 23, 2019
6:30 P.M.

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

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers.

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen.

WEEKLY BRIEFING

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

Mr. Joseph Powers, Interim Town Administrator, said that they have an update going through January 17th, they just received that update today and it has been posted to the website. The look ahead this week, Week of December 23rd - 27th, Mainline Sewer Crew #1, subcontractors will be performing various tasks at various locations, and Mainline Sewer Crew # 2 will now commence installation on Ellis Drive and White Pine Circle. There is no work being conducted on December 25th. The two week look ahead for the week of December 30th, there will be no work on January 1st, the rest of the week Mainline Sewer Crew #1 will have the subcontractors performing various tasks at various locations and Mainline Sewer Crew #2 will return to continue installation on Route 137, with detours. For the look ahead for the week of January 6th, Mainline Sewer Crew # 1 will have the subcontractors performing various tasks at various locations and Mainline Sewer Crew #2 will return to continue installation on Route 137, with detours. For the week of January 13th, Mainline Sewer Crew #1 will have the subcontractors performing various tasks at various locations and Mainline Sewer Crew #2 will return to continue installation on Route 137, with detours.

Mr. Powers asked for the Board's indulgence and requested to move one item under new business to be discussed now. Mr. Ballantine approved this.

1. Discussion and Possible vote on CWMP Phase 2 Contract 1 contractor extension of on-site work hours

Mr. Powers explained that the Board had a memo that he had provided, dated today, with his report on the regularly scheduled construction meeting from Tuesday, December 17th, 2019. In the meeting they had representatives from the Town of Harwich, Robert B Our, CDM Smith, and Weston & Sampson. Mr. Powers said that they discussed the issue on the extended hours, which was a frank, but productive discussion.

They have received a request from the contractor for an extension of work hours, for Monday through Friday, from 7:00 AM to 7:00 PM. This extension is to facilitate the installation of sewer system on Route 137. They have indicated that the additional work hours will allow them to install the system in a more timely fashion, and shorten the disruption of road closures and detours for the public.

Mr. Powers said that the request has been vetted by staff and his recommendation to the Board is for the Town to permit the contractor to extend their contractual onsite work hours from 4:00 pm to 7:00 pm, Monday through Friday. This will facilitate the installation of the sewer system on Route 137, and along the adjacent portion of the roadway in front of the Stop & Shop complex, as requested by the contractor. This is a temporary extension to help them get through the toughest part of Route 137, though he said that it could extend beyond that. However, they wanted to give the Board a finite timeframe, and he would recommend the Board approve this.

Mr. Howell asked how long this would go for. Mr. Powers said it would go until they get past that section of Route 137, adjacent to Stop & Shop.

Mr. Howell said he has been living in this town a very long time and has nothing but good things to say about the Our family, in general. He will probably end up supporting this, but it went out on RFP with certain hours, and they seem to be consistently extending, even to as

late as 9:45 pm. In general if you put out a contract and you have got a performance completion date, and then you have got dates and times inside of that, if someone was going to allege that you get to that conclusion by these hours, it should have been done a long time ago. What is concerning him is that if this happens, they have to adhere to what they are promising, or else it is not worth much.

Mr. Ballantine said he has heard it from both sides. One side that they are working too late and it's uncomfortable, and the other side is they are not giving them enough time to complete the project in a timely fashion. He said that he gets what Mr. Howell is saying and he thinks that Mr. Powers has done a good job in negotiating to 7:00 pm. As a Board, they need to emphasize the extension to 7:00 pm, and that they mean that they quit at 7:00 pm.

Mr. Howell moved that they approve Mr. Powers' negotiated hours, but that those are going to be the times. Seconded by Mr. Ford.

Mr. Powers added that this request is different from the other request for extended hours for the three remaining deep man holes, that request has been granted to 8:30pm.

All in favor, motion carried by unanimous vote.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Mr. Richard Waystack, Chairman, Board of Assessors, wanted to give a final reminder that tax bills are coming out in the next couple of weeks. If anyone would like to challenge the valuation of their property, through the abatement process, it must be filed by February 1st. It will not be considered after that fact. As a reminder the forms are available downstairs at the Assessor's Office, or the forms can be found online.

Mr. Ballantine asked if they have been getting a lot of requests. Mr. Waystack said that usually happens once they get their bill, and see the increases. Again, the abatement process does not challenge your taxes, it just challenges the value of the property.

CONSENT AGENDA

- A. Vote to approve 42nd Irish Pub Annual Road Race Application for Saturday August 1, 2020 10:00 am

Mr. Ford moved to approve 42nd Irish Pub Annual Road Race Application for Saturday August 1, 2020 to begin at 10:00 am. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

CONTRACTS

- A. Discussion and possible vote – DHY Clean Waters Professional Services Agreement - \$20,000.00

Mr. Powers aid that this item relates to the DHY Clean Waters Professional Services Agreement. This is the proposed agreement with CDM Smith, and he said that Mr. David Young is here.

Mr. Powers explained that the total amount of the contract is \$20,000. This has been on the agenda for several weeks. Mr. Young has been able to verify with counsel the language that Mr. Griffin Ryder, Town Engineer had provided him with, and he believes that CDM Smith's counsel reviewed it as well. Mr. Young has signed the contract, it is with the Town Accountant, and Finance Director, for review of the available funds. Mr. Powers said that he is bringing this before the Board, although the contract is not more than \$25,000, which has been the standard for the Town Administrator to sign, would the Board like to resume that practice, or have the Board sign this?

Mr. Ballantine said that he has some questions, and asked what the source is for the funding. He also asks if the intent is to take this out of the reserve funds.

Ms. Carol Coppola, Finance Director, said that there was \$225,000 which was appropriated to the sewer enterprise fund this year. There was \$100,000 to be designated for local support for the sewer hookups, and then \$125,000 was designated for the IMA (Inter-municipal Agreement) in Chatham to build up the fund reserves. Ms. Coppola said that those are the funds that she knows,

that they have some of it available. She said that some of it has already been appropriated, but that is the available funding source that she knows of.

Mr. Ballantine confirmed that out of that, they approved \$6,000 for the DHY review. Mr. Ballantine asks if the rest would remain there, minus the \$6,000. Ms. Coppola said that is correct.

Mr. McManus moved that they approve the contract for professional services between DHY and the Town, with funding to come from the Sewer Enterprise Funds and the Town Administrator to sign the contract. Seconded by Mr. Ford.

Mr. Howell said that he feels this is redundant, because they have already delegated the authority, at a dollar level, and he is bringing it up to us that it is out there. He said that he is not sure that they need to approve something, since they have already delegated within a certain financial cap, assuming the money is available.

Mr. Powers said it is instructive that the Board is indicating the Sewer Enterprise Fund as the funding source, as that is going to be helpful for himself and the Finance Director to know that the Board wishes to go that route. Mr. Howell said, in that spirit, he will support it.

All in favor, motion carried by unanimous vote.

B. Discussion and possible vote – Covanta One Month Agreement for MSW, January 2020 - \$90/ton; past tonnage averaged 600 tons of MSW.

Mr. Powers explained that this is the one month agreement that the DPW Director had mentioned. They are working toward achieving contract language with both Covanta and New Bedford Waste Services. In the interim, Covanta has offered a one month agreement which will allow the Town to continue this process, however, at the rate of \$90 per ton. He said that it is the expected tonnage of 600 tons of the Municipal Solid Waste (MSW) that brings it over the \$25,000. He added that the company has the ability to do an electronic signature, so it would just be the Board approving the contract, and either designating the Chair, or another person to electronically sign.

Mr. Ballantine asked if they will not have a place to put their solid waste starting January 1, 2020 if they do not sign this. Mr. Powers said that is correct.

Mr. McManus moved that they approve the One Month Agreement for Municipal Solid Waste, for January 2020 at \$90/ton with Covanta, with the Chair to sign. Seconded by Mr. Ford. All in favor, motion carried by unanimous vote.

C. Discussion and possible vote – Eversource Landowner Consent Agreement – Cranberry Valley Golf Course

Mr. Powers explained that this item, and the one below, are regarding the solar that is going on at Cranberry Valley Golf Course. He said that they have two documents that are not financial in nature, but more to land ownership. He wanted to make the Board aware of them, and would ask the Board to approve the first two items and authorize him as Town Administrator to sign them.

Mr. McManus moved that they approve the Landowner Consent Agreement, between Eversource and Cranberry Valley Golf Course, and authorize the Town Administrator to sign. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

D. Discussion and possible vote – Eversource Standards for Interconnection of Distributed Generation – Cranberry Valley Golf Course

Mr. Powers continued to explain that the Board will see in their packet all of the other documents that the Board had approved relative to CVEC, back in November. They have come back to them, because there were pagination issues that the other party did not appreciate. He explained that Ms. Liz Argo went through this with him today. The Board is being asked to sign these documents, they have already voted on them, they are just being asked to sign.

Mr. McManus moved that they approve the agreements between Eversource and Cranberry Valley Golf Course on the Standards for Interconnection of Distributed Generation and sign. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

A. Habitat for Humanity- Vicki Goldsmith retirement, 12.31.19 and general project update Beth Hardy Wade

Ms. Vicki Goldsmith, Executive Director, Habitat for Humanity, said that they have had a good run, and she has enjoyed working as part of Habitat for Humanity, with the Town of Harwich. She reported that they built the 13 homes at Gomes Way in 2009, and seven homes at Oak Street. They are on the verge of building another six homes on Murray Lane in West Harwich. She said that she is retiring December 31, 2019, and she wanted to assure the Board of the seamless leadership transition. Habitat for Humanity will be promoting Wendy Cullinan, who has been with the organization for over five years, and is a wonderful leader and will be stepping into her role as Executive Director. Ms. Goldsmith also introduced Beth Wade, who has moved into the position of Land Acquisition and Project Development. Ms. Wade does extensive communication with town officials and staff to smooth the way for their developments.

Ms. Goldsmith reported on Murray Lane and said that they are poised to commence that road, as soon as Mr. Thatcher removes the right side of the building, which she said is imminent. That will position them to stay on their timeline and open applications for new homeowners around the end of January, early February. She added that they will be putting up a construction fence very soon. Ms. Goldsmith said that in the good news department, last week, they received a phone call from the Federal Home Loan Bank of Boston that they were success with their \$180,000 FHLBB to help fund hard costs for the construction.

She also reported on an incidental matter that was well publicized, where a Native American artifact was recovered on Murray Lane by a neighbor. It was determined to be a Brewerton Eared notched projectile point. They had invited the Cape Cod Museum of Natural History to the site and they did a thorough walk over and concluded that it was not an archeological site of interest, that it was likely dropped there. Habitat for Humanity donated the find to the Cape Cod Museum of Natural History, so that it can be properly preserved and displayed.

She also added that there may be some confusion out there regarding a private corporation known as HFH, who is developing in Harwich. She just wanted

to let it be known that Habitat for Humanity of Cape Cod, and the private corporation, HFH, are not associated in any way.

She asked if there was any questions and said thank you and farewell.

B. Joint Meeting with Finance Committee - Presentation of Proposed FY 2021 Capital Outlay Plan

Mr. Ballantine began by thanking the Finance Committee for the work they have done and discussed how important it is going to be to pay attention to the Capital Outlay Plan.

Mr. Powers said that the submittal of this plan, by this time, is in accordance with the provisions of the Town of Harwich charter, as outlined in Chapter 9, Section 6-3. The charter states that the proposed FY21 Capital Outlay Plan be transmitted by the Town Administrator to both the Board of Selectmen and the Finance Committee before the end of December. Mr. Powers said that he would like to extend his thanks to the Finance Director, Carol Coppola, the Capital Outlay Committee Chairman, Richard Larios, and the Committee Vice-Chairman, Noreen Donahue. He said that this was originally scheduled to come before the board on December 9th, but he had asked for some time to meet, and Mr. Larios was very gracious with this time. They had an extensive meeting with the Finance Director, and thanks them for their time to bring him up to speed on the document that is in front of them. Mr. Powers also wanted to thank the members of the Committee: Mr. Bruce Nightingale, Selectmen Representative; Mr. Joseph McParland, Planning Board Representative; Mr. Peter Wall, Town Administrator Representative; Mr. Dana DeCosta, Finance Committee Liaison; Mr. Angelo LaMantia, Finance Committee Liaison, and Mr. Donald Howell, Selectmen's Liaison.

Mr. Powers identified some of the analysis and changes to the plan. First, he said that they will see the total requested amount for FY21, is \$16,075,495, which includes the potentially \$1.5 million for the DHY/CWMP for Phase III of Harwich's share of the treatment plant, as well as the \$8.4 million that is related to the proposed Phase II contracts for Pleasant Bay South. He said that both of those items proposed still need to be vetted by the Board.

There is a total of \$11.7 million capital items that are proposed to be funded by debt exclusion. He said that he brought that up because it may bump against one of the Board's goals for 2020. Some of those debt exclusions

include the pump and ladder (quint), which was originally at \$1 million and is now up to \$1.1 million, and a three-year maintenance road plan, which was not adopted at the last Town Meeting, but is in the plan going forward. He wants to be clear that the Capital Outlay Committee, as has been their practice, has not made any recommendations on the DHY Phase III, Harwich share of treatment, or the Phase II, Contract 3. They have deferred to the Administrator's report on that.

Lastly, he said that there are some recommended items relative to Channel 18. These had been presented to Mr. Clarke, but they were presented after the deadline. He had been working on them with Ms. Jamie Goodwin, Station Manager, Channel 18, and the Finance Director. They have read the materials and they have added those items specifically for FY21. Also, he incorrectly listed it as a public access grant, but it is actually through the cable fund.

Mr. Ballantine said that his only comment is on the \$1.5 million, for the DHY. He said that it is a little confusing, because it is stated in the Capital Plan, as being a re-phasing aspect. Mr. Ballantine said that he thinks that he is correct that that \$1.5 million is for their share of the design funds for the Waste Water Treatment Facility. It is not part of the different phases, it is 15% of the total amount of building this plant.

Mr. Howell, to build on what Mr. Ballantine just said, said that in itself is only a portion of what they are obligated for, because there are segments of this that roll together, and this is just our share.

Ms. Donahue asked if they must vote on the \$1.5 million funding this May, or if it is possible to just vote on the agreement for the DHY.

Mr. Ballantine said that he can't give a clear answer on that. They have had that discussion at the DHY meetings and they are trying to have each town do it the same way. It has not been decided yet. No matter what they do, if they go for the agreement in May, they will need to have a clear understanding of where their costs are going to be going forward. Mr. Ballantine said that it has been their practice to spend money on design first and then do the construction after, but not all towns do it that way.

Mr. Larios said that it needs to be a disclaimer or caveat that the Committee has not voted on either of those two. They are submitting the plan and he does not want to put TBD's. However, they have the numbers there and their vote

will take place before Town Meeting, and hopefully the Board will be in the position to say yes or no, if the number should be there.

Mr. Howell said that there are so many elements to this, and there is so much money in this. He said that they have repeatedly been told that there are two alternatives; they either build something themselves, or they do DHY. It has been flat out stated that there is no third option. He said that Chatham had made it clear that they do not want to do anything with them, but that was five years ago and there are new people on the Board now. Mr. Howell said that he had taken the opportunity to call the Town Manager in Chatham and his question was, if they are closing the door to ever getting involved with Harwich on another project, and the answer was no, it would depend. He would suggest, since they do have some time, that they look into that. He further explained that Yarmouth has looked at their options and the issues with DHY, with the legislation that states that they could impound their state aid. He would like to make absolutely certain that this is a cheaper alternative and the most efficient way of going.

Mr. Ballantine said that their commitment is to work this through the next month or so, as much as they can, and then they will respond to this. They have some decisions to make.

Mr. Larios added that it is critical for the Board to review the charts on the last page of their report. He said that the bar charts are critical to understand the future costs, and the other caveat is they really have to look at the current assets. The current assets are costing a lot, and a lot of them do not bring anything back. Mr. Ballantine said he is right and knows he has brought this up before. They do need to explore that.

Mr. Ford said that this is a reflection of what they went through last year, but the emphasis is even greater.

Mr. Jon Chorey, Finance Committee, said that it seems there are a few holes in the capital plan, as far as years, going out seven years. He asked if the plan is supposed to cover seven years in total, for all of the departments.

Mr. Ballantine said he thought it was five years. Mr. Howell said that the article that had passed is for seven years, but it won't come into effect until after the ballot this May.

Mr. Powers said that the capital plan does reflect department requests during that seven-year period. So if there is not a department on there, they did not have any requests for the seven-year period.

Mr. Chorey questioned again about the departments that do not have any requests, and he thought this was a five-year plan, though some only seem like they go two-years out.

Mr. Larios said that the current plan, and the input for this plan, is for seven years, by department. If the department does not have anything in the third year, or for the fourth year, it is zero, but they can come back next year and request something.

Mr. Chorey said that is his point. This is supposed to be a plan, and if they can come back every year asking for money, he asks how they are supposed to know if you are trying to plan for five years out and departments are not filling in a five-year plan.

Mr. Howell said that Mr. Chorey was right, and it will be filled when it actually comes online in full effect, for the seven years. In the past they have had a capital budget, not a capital plan. Next year, if someone comes in, unless there is a compelling argument, and there is a mechanism for that, it is going to go into year seven and work its way up, because that is what the plan calls for.

Mr. McManus said that is true, and if you look at the Cemetery, they have some items listed for FY21 and if they have another tornado, that would amount to an emergency request. In normal business, there is not a lot of capital work.

Mr. Larios said the majority of the requests in the departments are really affecting the operating budgets, or are things the Finance Committee should be concerned about. He said that when it hits the long-term, above \$50,000, then it goes to them. He added that the real thing is to lower costs, it is not on the capital side most of the time.

Ms. Donahue added that each Department Head turns in a datasheet with an actual request with all the information pertaining to the specific project. They may turn it in for year one, three, five or seven, whenever their best guess is that it will fall. Then next year they turn in all of those forms again, they do

not just carry over. So, that is where the blanks come from. It is more than just a discussion, they actually submit a datasheet that covers all the ins and outs that they know of.

Mr. Sandy McLardy, East Harwich resident, said he is now confused. He asked, if there is a hole for year three, and a department puts in a request for \$60,000 on something, could that go into year three or does it have to wait for the five or seven year plan to expire

Mr. Larios said that the plan is very fluid. If there is an opening in the third year, and there is nothing there, they could put something in the next year, when they do the new plan. It is planning.

Mr. Ballantine said that this is part of the discussion they have had in the past, the difference in the capital budget and in the capital plan. They are trying to move it to more of a budget, where it is more difficult to insert a budget item, three or four years down the way.

Mr. McLardy questioned again about the zero line items, and if they put a number in based on their budget.

Mr. Larios said they vote on the plan and on the numbers that are shown in the current year. The other numbers are placeholders.

Ms. Donahue added that if the vote passes successfully in May, and that third year that we're talking about is blank and somebody comes along and has a project and put the number in there, that is fine. Then in the next May's Town Meeting, that would have to be specifically voted on with a two-thirds vote.

Mr. Howell said just to be really clear, this is not going to creep up on us. It has to pass the ballot and then they have a year and a half to discuss what the next capital plan is going to be. It is going to change and they will need to stay focused on what is in front of them.

Mr. Powers said that the Charter requires that on January 6th, they will have a public hearing for the discussion of the capital plan, as it was presented. This will be a joint meeting with the Capital Outlay Committee, Finance Committee and the Board of Selectmen. This will be added to the agenda for a public hearing on January 6th, 2020.

NEW BUSINESS

A. Vote - Annual Liquor License Renewals 2020 – as listed in the packet

Mr. Powers said in regard to the annual liquor license renewals, staff is asking that the Board approves the items in the packet. However, he would ask for the annual liquor licenses, that the Board approve those renewals subject to the completion of the packet, and all of the required materials.

Mr. Howell adds that when they have explicitly put conditions on liquor licenses that would actually be in the packet to.

Mr. Ballantine said that he had a question on the liquor licenses, that there seemed to be some variability on opening and closing times, and asked, if they had come to a resolution about keeping it unified? Mr. Powers said he can speak to the closing times, and the Board's regulations are still in effect. He said that all licensed establishments needed to be closed by 1:00 am. Mr. Ballantine asked if Mr. Powers could just confirm, and recheck the times on those. Mr. Powers added that they are also going to be sending out those regulations to all license holders that pour, just so they are aware of it, which is required in the regulations.

Mr. McManus moved that they approve the annual liquor license renewals for 2020, as listed in the packet, provided that all items be completed. There was no second.

All in favor, motion carried by unanimous vote.

B. Vote - Annual Auto License Renewals 2020 – as listed in the packet

Mr. McManus moved that they approve the Annual Auto License Renewals 2020 as listed in the packet. Seconded by Mr. Ford. All in favor, motion carried by unanimous vote.

C. Vote - Common Victuallers License Renewals 2020 – as listed in the packet

Mr. McManus moved that they approve the Common Victuallers License Renewals 2020 as listed in the packet. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

D. Vote - Annual & Seasonal Lodging House or Innholders License Renewals 2020 – as listed in the packet

Mr. McManus moved that they approve the Annual & Seasonal Lodging House or Innholders License Renewals 2020 as listed in the packet. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

E. Discussion and possible vote – Remote Participation Policy review and potential amendments

Mr. Powers explain that they have in the packet the procedure for remote participation for the Board’s review and possible amendment. This is based on the request that they are going to be asked to vote on shortly.

Mr. Ballantine said they just approved one of these not too long ago. He said that maybe they should have an understanding that they can approve one of these per committee. However, they can’t have a lot of these going on, there are some limitations on the number of remote participants that go for extended periods of time.

Mr. Howell said that he agrees with the Chair. He said that there has been some misunderstanding on what they did approve prior to this. He said that if someone is a remote participant, they can’t chair the meeting, because they are not there. They also can’t count as part of the quorum.

Mr. Ford questioned why they can’t count toward the quorum. Mr. Howell and Mr. Ballantine confirmed that it is part of the State meeting law rule.

Mr. Ballantine said that if they get these requests, he would like to limit it to one per committee.

Mr. Howell said it may be important for some allowances to be made for certain individuals for continuity sake. Mr. Ford said that they do live in an area where many of those people go south for two to three months.

F. Vote to approve a remote participation request beyond an initial three (3) meetings from January – May 2020 from David Harris, Planning Department

Following the discussions above, Mr. Howell made a motion that Mr. David Harris is able to remote participate for five (5) meetings. Seconded by Mr. Ford.

Mr. Ballantine added that it is more difficult to give a second person this approval from the same committee. He said that he is considering this for the long term.

Mr. Greg Winston asks for clarification on the remote participation being a part of the quorum. The Board confirmed that it would not count toward the quorum.

All in favor, motion carried by unanimous vote.

G. Discussion and Possible vote – To establish a new “Special Advisory Committee of the Board of Selectmen for the Revitalization of the Economic Life of Harwich Center” – Request of Paul Doane

Mr. Ford said that they have received letters from the Committee under the signature for Paul Doane. One letter was requesting an extension of the existing group, and one with an interest in having a greater participation from the Board of Selectmen.

Mr. Ballantine said that he would like to discuss what they have in front of them, his only hesitation, is that they have not had a report from the Committee. He would not like to take any formal action, until they hear that report. The second point that he wanted to remind the Board, is that the committee had a good discussion about their mission, and if they were to vote, it would be what they have now.

Mr. Ford said that they are looking for greater participation from the Board of Selectmen, which would need to be defined, but he is willing to be the representative to the committee.

Mr. Greg Winston, member, Harwich Center Initiative Committee, thanked the Board for taking this into consideration. He said that he works with Mr. Paul Doane and Mr. Dan Wolf, who were both out of the country.

Mr. Winston said that they have had a lot of time to consider their initiative. They do believe they need greater participation from the Board of Selectmen

to help them out. He said that as things have been changing over the past year, they have had some positive things developing in Harwich Center. They have been working with the HTC and the Planning Department to ensure something credible has gone into where the gas station was. He is asking that they take this into consideration, and he feels that they are in a good place right now.

Mr. McManus said that he had attended some of their meetings and a large topic has been traffic and congestion. It was indicated to the committee that there was going to be a traffic study done, primarily by the Cape Cod Commission. He said that this has not occurred and they are waiting for them to continue on with those discussions. The other issue is if they are going to discuss economic development of the center. He is not sure that it is appropriate for committee members to be involved, in what would be a private economic organization's place.

Mr. Winston said he agrees with that. They started out with a seasonal group a long time ago, with apple pie in the sky ideas. None of that could ever happen if they don't have economic development. What they are trying to do now, is get the economics in line, before they go for the beautification. Mr. Winston said that when he spoke with Mr. Doane and Mr. Wolf, they felt it was not necessarily for the Board's immediate involvement, but more for their consideration, as to the order of their agenda.

Mr. Howell said that they should come in with what they are charged to do, and committees need to have an expiration date. Mr. Winston said they are asking for three years.

Mr. Ballantine said they had a charge that expired and Mr. Ford could revise that. Also, the committee can give them a report. This was agreed on.

H. Discussion and Possible vote to approve Harwich Affordable Housing Trust Grant Agreement, May 7, 2018, Annual Town Meeting Article 58 - \$500,000.00

Mr. Powers explained that both this one, and the one below, are relative to the Community Preservation Grant Funds that were approved at the 2018 annual Town Meeting, under Article 58 for \$500,000. It has been approved by CPC and Affordable Housing Trust, and just requires the Board's approval and signature.

Mr. McManus moved that they approve the Community Preservation Act Grant Agreement between the Town of Harwich and the Harwich Affordable Housing Trust. Seconded by Mr. Ford. All in favor, motion carried by unanimous vote.

- I. Discussion and Possible vote to approve Harwich Affordable Housing Trust Grant Agreement, May 6, 2019, Annual Town Meeting Article 42 - \$340,000.00

Mr. Powers continued that this item is relative to the 2019 Annual Town Meeting, under Article 42, for \$340,000.00. He would recommend that the Board approve and sign.

Mr. McManus moved that they approve the Community Preservation Act Grant Agreement between the Town of Harwich and the Harwich Affordable Housing Trust for 2019. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

OLD BUSINESS

- A. Discussion and possible vote – Town Administrator Search – Timeline

Mr. Powers apologized that this did not make the packet again this week. He knows that they are talking about the potential search committee. The timeline has that item for January 6, 2020, and the agenda item for January 13, 2020, will be the discussion of search firms and interviewing the search firms.

Mr. Ford reported that he had spoken to one of the search firms so far, regarding what type of services they provide and the kind of costs. He will put this in writing. He also plans to speak with the other three that they have out there. Then of course they will come in front of the Board, and he will provide a report to them so that they will have some information going into the conversation.

TOWN ADMINISTRATOR'S REPORTS

- A. Discussion and possible vote – staffing needs – Administration Department

Mr. Powers said that he did reach out to former Acting Assistant Town Administrator Robert Lawton, to see if he had any interest in resuming that role. Mr. Powers was happy to report that he is interested. He has laid out the particulars in the memo. Mr. Lawton is willing to return as of January 6th at the same rate of pay and roughly the same schedule, to continue the progress being made in both the personnel and procurement areas.

Mr. Ballantine asked if he could also help prepare for Town Meeting. Mr. Powers said that is correct, as well as, additional resources within Town government. He will have conversations with certain Department Heads and report back to the Board, if successful.

Mr. Ballantine asked if the schedule was two days a week. Mr. Powers confirmed that it was.

Mr. Howell would like to make it street legal, because it is still subject to confirmation of the Board. If it is appropriate, he would like to make a motion, upon the recommendation of the Acting Town Administrator that they accept the employment of Mr. Robert Lawton, as Acting Assistant Town Administrator, for two days a week. Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

B. Budget/Warrant Time Line FY 2021

Mr. Powers said that first he wanted to discuss another memo that he had put in their packet, which is more of an administrative item. It is signed by the Town Administrator, and presented to the DEP, along with some of the payrolls. However, the action item is that the Board needs to notify the DEP of his appointment as Acting Town Administrator, and therefore why his signature would appear there and not Mr. Chris Clarkes. Mr. Powers said, that at the advice of CDM Smith, and representatives from the DEP, he included in their signature packet a letter to DEP, stating his appointment. Mr. Ballantine confirmed that they will sign it.

Mr. Powers continued and said that the budget timeline is in there. He said that the big item that is coming up next, is the Capital Outlay Plan hearing, on January 6th. He said that he has had meetings with all of the Department Heads and they are working together with the Finance Director. They are getting to the point where they are getting into the details of the budget and

formulating a budget for FY21, without major impacts to the services. He added that there are some storm clouds on the horizon, and there will be more to follow on that in the New Year.

SELECTMEN'S REPORT

The Board members each wished everyone Happy Holidays and a Happy New Year.

Mr. McManus added that he participates in activities to help pass things out to those that are less fortunate. He said that this puts a warm spot in their hearts, for the type of community that they are, and how they make the resources available to help out those in need.

ADJOURNMENT

Mr. Ford moved that they adjourn at 8:24 pm. Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Administrative Assistant

MINUTES
SELECTMEN'S MEETING
GRIFFIN MEETING ROOM
Monday, February 18, 2020
6:30 P.M.

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

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers.

CALL TO ORDER

Mr. McManus, serving as Chairman, 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 6:15 pm for an Executive Session, where they discussed a couple of issues.

WEEKLY BRIEFING

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

Mr. Powers said that the first update is from Phase 2, Contract 1, which is the work being done by Robert B Our, Mainline Sewer Crew #1, to continue gravity sewer installation on Old Heritage Way, progressing to Liberty Trail then to Spence's Trace. Mainline Sewer Crew #2 should have finished, or is finishing on Continental Drive, before continuing to Johanna's Path and then continuing to Ellis drive and potentially to Route 137, with detours. In the two week look ahead, Mainline Sewer Crew #1 is to continue gravity sewer installation on Somerset Road and Mainline Sewer Crew #2 will continue installation on Route 137. In the three week look ahead for the week of March 2nd, Mainline Sewer Crew #1 is to continue gravity sewer installation on Somerset Road and Mainline Sewer Crew #2 will continue installation on Route 137.

B. Sewerage Work Improvement Phase 2 – Contract #2 – Construction Schedule

Mr. Powers provided the update for Phase 2, Contract 2, which is being performed by RJV Construction Corp. For this week and next week, the weeks of the 17th and 24th, they will continue the work on Sou'West Drive, which necessitates road closures between Route 137 and Church Street. The week of March 2nd, they are beginning installation of the sewer on Nor'East Drive, which will necessitate road closures between Sou'West and Church Street.

Mr. Howell said that he has had some people, over the past few days, asking this question, so he is just passing it along. He added that they had a number of discussions about the burden to the public about grinder pumps. There were other discussions about a redesign using more gravity feet and fewer grinder pumps, and some municipal pumps. Mr. Howell asked how many grinder pumps, from what they had originally discussed, were eliminated.

He added that at one point they had talked about using the stabilization fund to help buy down the burden for some people who needed it, presumably, because they have a grinder pump, Generac, and a hook-up to pay for. He said that this never came back to them and his was wondering where they are at right now with their plans.

Mr. Powers said that they will be meeting tomorrow with staff, and he can bring those questions up to them. He said that he will report back to the Board, hopefully sometime tomorrow afternoon, and will provide an update next week at the meeting.

PUBLIC COMMENTS/ANNOUNCEMENTS

A. Ms. Valerie Bell, said that she was there representing Cape Light Compact.

She explained that Cape Light Compact had chosen Harwich to be its next Main Street initiative recipient. What that involves is, they will come to Harwich Port, and they will do an energy efficiency blitz, going from business-to-business. They will have their engineers with them, and light bulbs, and offer small businesses lots of incentives for energy efficiency. They will increase their normal incentives, that they give small businesses, during the month of April and May when these Main Street initiatives are happening.

Ms. Bell also explained that the advertising for this and the promotional activity will center around Main Street in Harwich Port, however, the program is open to all small businesses on the Cape. Last year, they did it in both Chatham and Oak Bluffs. In Chatham, they visited 22 small businesses on Main Street, and they were able to give them slightly over \$73,000 worth of incentives. In Oak Bluffs, they visited 29 small businesses and they were able to give them a little over \$96,000 worth of incentives.

She said that the exact date has not been chosen yet, but they have been in communications with Ms. Cyndi Williams, Executive Director of the Chamber of Commerce, so the ball is rolling. Ms. Bell said that the only thing that will be needed from the Board of Selectmen, is that they will need a letter of support, signed by the Board, saying that they would like Cape Light Compact to come and do the Main Street Initiative.

Ms. Bell said that she and Ms. Williams will keep them posted on how they are progressing, and hopefully they will have a great day for small businesses to get lots and lots of free stuff.

Mr. McManus said he assumes the purpose of the initiative is to bring some notoriety to their small business program.

Ms. Bell responded that is correct, and to let them know what is available to them. Though, ultimately, it is to reduce energy consumption.

CONSENT AGENDA

- A. Vote - Seasonal Common Victuallers License Renewals 2020 – as listed in the packet
- B. Vote – Seasonal Entertainment License Renewals 2020 – as listed in the packet
- C. Vote – The approval for two (2) one day alcohol license permits for two separate events being held at the South Harwich Meetinghouse – both serving beer and wine only;
 - 1. First event on February 29, 2020 between 6:30 PM – 8:30 PM (Private Party)
 - 2. Second event on March 14, 2020 – 2:30 PM, to 5:00 PM, 6:30 PM to 9:00 PM (Preconcert , Reception and Intermission)

Mr. Ford moved to approve (A) the Seasonal Common Victuallers License Renewals 2020, as listed in the packet, (B) the Seasonal Entertainment License Renewals 2020, as listed in the packet and (C) the two (2) one day alcohol license permits for two separate events being held at the South Harwich Meetinghouse, both serving beer and wine only; with the first event on February 29, 2020 between 6:30 PM – 8:30 PM (Private Party), and the second event on March 14, 2020 – 2:30 PM, to 5:00 PM, 6:30 PM to 9:00 PM (Preconcert , Reception and Intermission). Seconded by Mr. MacAskill.

Mr. Howell said that he will vote for this because it has merit, but liquor licenses really belong under New Business, not under Consent Agenda. He said he has been saying this for two and a half years.

Mr. MacAskill agreed with Mr. Howell and stated that he has been saying it for at least two and half years. He would suggest that Mr. Howell writes the policy, and make this a policy.

All in favor, motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

A. Vote to approve Transfer of Stock and Change Corporate Officers for Maulik Corporation DBA Value Mart – 435 Route 28, Harwich Port

Mr. Matthew Port, Attorney for the Maulik Corporation, was present along with Bahecharbhai Patel, who is the owner of the Corporation. Mr. Port explained that this is an issue of some stock, essentially there is another family member coming on board for the corporation. So, they are issuing him some stock as he will be helping with the day-to-day operations, in addition to that, they are changing his role to President of the corporation. Mr. Patel will remain an owner and an officer of the corporation. Due to the beer and wine license, it requires Town and ABCC approvals. Mr. Port confirmed that there is no change to the license, or to the manager or the operations.

Mr. MacAskill moved that they approve the transfer of stock and change of corporate officers for Maulik Corporation, DBA Value Mart – 435 Route 28, Harwich Port, as presented. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

B. First draft presentation of the 2020 Annual Town Meeting Warrant

Mr. Powers said that there are two items that Chairman Ballentine had wanted to discuss this evening, and given his absence, he requested that they carry it over to next week. He said, specifically he wanted the Board to be aware of draft Article 30, which included an item that came up last year regarding changing the Charter to make reference to Select Board, rather than Board of Selectmen. The other item that they were asked to draw attention to is the Monomoy School District agreement changes in Article 16. He added that beyond that, is just to advise the Board of the private petitions that came in, by the most recently deadline, being last Friday, February 14th, at noontime. Those have been incorporated into the draft warrant at this time.

Mr. Howell said that when he was up at MMA (Massachusetts Municipal Association) he had a conversation with Mr. John Giorgio, Attorney, KP Law. Mr. Howell said that his topic came up and Mr. Giorgio indicated that there is a fair amount of expense with this. He asked if Mr. Powers could ask Mr. Giorgio what the average billing hours were to do this, and what the challenges were. He said it would be good to know what they are talking about.

Mr. MacAskill said he would further that, by asking to get all the questions that came up at last year's Town Meeting, that had referred them back to the Charter Review Committee. He said that those questions should be brought up to the public, if they can be found. Mr. MacAskill added that his understanding is that they can call themselves anything that they want, but legally to the State, they are still going to be called the Board of Selectmen. All documentation would have to be signed stating Board of Selectmen, not Select Board. If they could get an overview of this.

Mr. Jack Brown, Chairman, Finance Committee, asked if he heard that they were going to be delayed another week or more.

Mr. Powers said that this is a first draft presentation to the Board of the warrant articles. He added that Chairman Ballantine specifically wanted to speak to the article they were just talking about. It is built into the Boards timeframe to have this completed by March 23rd, for final signatures.

Mr. Brown said that he is just concerned, last year they were behind, and the committee he is with felt rushed.

Mr. McManus said that it seems that the concern is when the warrant will be moving on to the Finance Committee, and asked if there is any reason the draft can't be moved on. He added that potentially 95% of it will be going to stay the same.

Mr. Powers said that there would not be an objection. The timeline calls for that to have been expressly voted by the Board next week, to meet the Charter requirements. However, he does not see any reason why the Board could not by consent and direct staff to send it to the Finance Committee.

Mr. Howell said this is off-point to what Mr. Brown was saying, but asked if the changes to the Monomoy and Chatham agreement could get marked up, so that they can see the changes, when it moves over to the Finance Committee or to them. Mr. Powers said that he believes he has that. Mr. Howell said that would be good to see.

Mr. MacAskill moved that they send the initial draft of the warrant to the Finance Committee for review, with the understanding that it is an initial draft, and subject to change.

Mr. Brown said that they will be meeting Thursday night, if they wanted to put in their two cents that early. Mr. McManus said also along with them getting the draft, because it is a draft, any recommendations that they have, the sooner they hear about would be obviously the better.

All in favor, motion carried by unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

A. Budget/Warrant Timeline FY 2021

Mr. Powers said that, as he just mentioned, they will see in the budget timeline two key items coming up. The first they just dispatched, and next week the Board will be required to submit a final budget to the Finance Committee. That will be on the agenda for the Monday, February 24th meeting.

The only other item he has is to advise the Board, and the general public, that he was made aware of today of a Winter Peer Group Meeting. The meeting is for Orleans, Brewster, Chatham and Harwich and is on peer group meetings regarding housing production on the Lower Cape. The meeting will be Thursday, March 5th from 3:00 pm to 5:00 pm, at the Brewster Townhall, in Room B. Mr. Powers added that at least himself and the Town Planner will be attending.

Mr. Howell said that he was putting on his Affordable Housing Trust hat for a moment. He explained that the creation of the Trust happened through a bylaw adoption, so it is actually in their bylaws section, not in the charter. However, he thinks that the language needs to change a bit. It does not say “who”. It does designate the Town Administrator or designee, but it does not say who does the designation; the Town Administrator or the Board of Selectmen. Mr. Howell said that it would be helpful if he could get an agreement from the Board of Selectmen, that since it is an ex-officio position that the person occupying the position, at least temporarily, is agreed upon to be the person that can sit on the Trust, at least for the duration of their designation as Town Administrator.

Mr. MacAskill asked if anyone was interested, or if they are just going to pick someone.

Mr. Howell said that is the point, he is not sure if they can. Looking at the language, it seemed that there could be an argument made that the Town Administrator could re-designate who that person might be. There is no place in the bylaw that suggests that the Board of Selectmen votes the Town Administrator in.

Mr. MacAskill asked if he is asking the Board to acknowledge that Mr. Powers is ok to be there.

Mr. Howell said that he is just he is just trying to get an understanding and rather than saying he needs the vote to appoint him, his argument would be that whoever serves as Town Administrator, temporarily or not. Otherwise, they are down a person and one person is participating by remote participation.

Mr. McManus said that the charter states that the Acting Town Administrator sits in as the Town Administrator.

Mr. Howell said he did not want to make that call himself and therefore wanted to bring it up. He does think it is reasonable to consider that.

Mr. MacAskill thanked Mr. Howell for the transparency and said that if he is looking for a consensus, he is fine with it.

SELECTMEN'S REPORT

Mr. Ford said that he just had a question regarding the get-togethers they discussed having with the Department Heads, relative to budget. He would like to know how they were planning to do that and if it will be joint meetings or individually with each department. Mr. Ford added that he has read through the budget and is very keen on hearing the point of view of the Department Heads.

Mr. Powers said that the standard procedure is, that on Saturday, March 7th, the Board of Selectmen will meet jointly with the Finance Committee. The meeting is from 8:30 am to 2:30 pm and is essentially a round robin. This year however, he worked with the Finance Director to ensure that the departments who were greatly impacted by the proposed budget either be granted more time or be granted time they may not have had in the past. Also, they have their meeting next week where the Board has final review of the budget, before it gets officially passed to the Finance Committee. If they wanted to use that time as well, he could work with staff.

Mr. MacAskill just wanted to bring this up again, that he would really like to see some open meeting law training for the committees. He said, especially for the committee chairs and the people doing the agendas. There have been several mistakes, and some that could be called out. It would be important to get the State or our legal counsel to do an open meeting law training. Mr. Powers said that he will reach out to KP Law. He added that it is included in their annual billing to them. It was agreed to get as broad of an audience as they can get.

Mr. McManus said that they all should have received the information from the Town Clerk about the Selectmen and Councilors' Association Meeting that will be on February 28th. He said that this is not a usual date for them, but it was done to facilitate having a full legislative delegation available and it would be good if they can make it.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 7:54 pm. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Administrative Assistant

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF HARWICH
AND
INTERIM TOWN PLANNER**

THIS AGREEMENT, pursuant to Chapter 18 of the Acts of 2006, an Act Establishing a Board of Selectmen-Town Administrator Form of Government in the Town of Harwich (Special Act), made and entered into this 1st day of November, 2020, by and between the Town of Harwich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through its Interim Town Administrator, hereinafter called "Town Administrator" and Charleen Greenhalgh., hereinafter called "Interim Town Planner".

Section I – Function and Duties of the Position

The Town hereby offers to employ said Charleen Greenhalgh as Interim Town Planner of said Town, and the Interim Town Planner accepts said offer. The Interim Town Planner shall perform the duties specified in the job description entitled Town Planner, attached, and other such duties as agreed to between the Town Administrator and the Interim Town Planner.

Section II – Term

This Agreement shall become effective December 7, 2020. The Agreement may be terminated at any time by either party upon fifteen (15) days written notice. Notwithstanding the foregoing, the Agreement shall be for a term ending ninety days after the effective date above (March 7, 2021, subject to the provisions noted herein.

Section III – Salary

The Town agrees to pay the Interim Town Planner for services rendered under this Agreement at the rate of \$57.00 per hour. The Interim Town Planner will work on a mutually agreed upon work schedule as determined by the Town Administrator and the Interim Town Planner normally 15 hours per week (days and work schedule can be changed by agreement of the Interim Town Planner and Town Administrator). The Interim Town Planner will attend Planning Board meetings as required. Salary shall be payable in regular installments as other employees of the Town of Harwich are paid.

Section IV – Benefits

During the term of this employment, Charleen Greenhalgh shall not be entitled to vacation, sick leave, health insurance, or any other benefits from the Town of Harwich, and shall not make any claim for unemployment compensation upon expiration or termination of this Agreement.

Section V – Professional Development

The Town shall pay the Interim Town Planner's registration, travel and subsistence expenses for educational courses, institutes and seminars that are necessary for the good of the Town, and approved by the Town Administrator in advance, subject to budget limitations.

Section VI - Indemnification

- A. To the extent allowed under G.L. c. 258, the Town shall defend, save harmless and indemnify the Interim Town Planner against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Interim Town Planner, provided that the Interim Town Planner has acted in good faith, without gross negligence or misconduct and within the authority of his position, even if said claim has been made following the expiration or termination of this Agreement. The Interim Town Planner shall be indemnified in accordance with the provisions of Section 13 of Chapter 258 of the General Laws. The Interim Town Planner agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.

- B. This section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Town of Harwich, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Interim Town Planner has signed and executed this Agreement, both in duplicate, the day and first above written.

Approved this 5th day of November, 2020 by:

JOSEPH F. POWERS
INTERIM TOWN ADMINISTRATOR



CHARLEEN GREENHALGH
INTERIM TOWN PLANNER



OLD BUSINESS

CONTRACTS

**ESTOPPEL CERTIFICATE BETWEEN
THE CAPE & VINEYARD ELECTRIC COOPERATIVE, INC.
AND
THE TOWN OF
HARWICH**

This estoppel certificate (“Certificate”) is made effective as of this ___ day of October, 2020, by and between the Cape & Vineyard Electric Cooperative, Inc., a Massachusetts cooperative corporation (“Cooperative”) and the Town of Harwich (“Host Town”). Cooperative and Host Town may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Cooperative and Host Town entered into that certain Inter-Governmental Project Development Agreement, dated June 29, 2011, as amended by that certain First Amendment to the Inter-Governmental Project Development Agreement, dated October 30, 2013, (collectively, the “Agreement”), and Cooperative’s interest in the Premises under the Agreement was assigned to Ace of Cape Cod Solar II, LLC, now known as CF Harwich LLC (“Project Company”) by Cooperative pursuant to that certain Assignment Under Inter-Governmental Project Development Agreement by and between Cooperative, as Assignor, and Project Company, as Assignee, dated December 5, 2013, and recorded on December 5, 2013 in the official records of Barnstable County as Document Number 68075, for the solar energy generation facility (the “Solar Facility”) located at 205 Queen Anne Road, Harwich, MA (the “Property”); and

WHEREAS, Cooperative and Host Town wish to enter into the Certificate in connection with an anticipated financing between CF SBC Sponsor One LLC, a Delaware limited liability company, the borrower and indirect owner of Project Company, and, KeyBank National Association (“Lender”), among other lenders. Pursuant to the financing, Project Company will grant to Lender a mortgage in Project Company’s interest in the Agreement assigned to it by the Cooperative, the Solar Facility and the Property. As a condition to the financing, Lender requires Project Company to obtain the Host Town’s confirmation and agreement as to certain matters.

NOW THEREFORE, in accordance with Section 13.3 of the Agreement, Cooperative and Host Town, intending to be legally bound hereby agree as follows:

ARTICLE I: DEFINITIONS

Terms not specifically defined in this Certificate shall have the meanings assigned to them in the Agreement.

ARTICLE II: HOST TOWN ESTOPPELS

Host Town acknowledges that the following statements are made in furtherance of Project Company’s ability to enter into financing agreements (including, but not limited to, an operating agreement, loan agreement, credit agreement, reimbursement agreement, note purchase agreement, capital contribution agreement or other document by any name having a similar import)

and that Cooperative may assign its rights and privileges in such estoppels to Project Company pursuant to Section 2.1(c) of the Agreement:

(a) Host Town has lawful title to the Premises as described in Exhibit A and Exhibit A-1 of the Agreement;

(b) The Agreement is in full force and effect in accordance with its terms, with rent paid through the date of this certification;

(c) The Agreement has not been further assigned, supplemented, modified or otherwise amended;

(d) Each of Host Town's obligations to be performed to date under the Agreement has been performed;

(e) All representations made by Host Town in the Agreement were and remain true and correct in all material respects;

(f) To the actual knowledge of Host Town, without the duty of inquiry, each of the obligations on Cooperative's part to be performed to date under the Agreement has been performed and Cooperative is not in any material respect in default under the Agreement, and no fact or condition exists that, with the giving of notice or the passage of time, or both, could result in a default;

(g) To the actual knowledge of Host Town, without the duty of inquiry, Cooperative has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Agreement;

(h) Except as otherwise set forth herein, Host Town has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Agreement or the Premises and there are currently no mortgages, deeds of trust or other security interests encumbering Host Town's fee interest in the Premises, and to the actual knowledge of the Town, without the duty of inquiry, no third party has an option or preferential right to purchase all or any part of the Premises;

(i) Host Town has not received written notice of any pending eminent domain proceedings or judicial actions of any kind against the Host Town's interest in the Premises;

(j) To the actual knowledge of Host Town, without the duty of inquiry, it has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon, including, without limitation, any environmental laws, and has no actual knowledge, without duty of inquiry, that there are grounds for any claim that would cause it to not be able to perform its obligations under the Agreement; and

(k) To the actual knowledge of Host Town, without the duty of inquiry, the operation of the Solar Facility is permitted under applicable law, including, without limitation, zoning laws

applicable to the Premises, and all necessary permits required in connection therewith to be issued by the Host Town have been or will be issued in a timely manner.

(I) Any reference herein to Host Town's knowledge, awareness, actual knowledge, notice or similar term shall refer solely to the actual knowledge, without duty of inquiry, of _____, in his/her capacity as Host Town's _____ [and also of _____, in his/her capacity as Host Town's _____] (the "Knowledge Party") and not to any other agent, employee, representative, board, commission or other person or party associated with Host Town. Nothing herein or in said Agreements or otherwise shall create any personal liability for any Knowledge Party. Host Town, by signing this Certificate, is not waiving any of its rights or defenses, and nothing herein shall serve to vary, modify or otherwise impair Host Town's rights under the Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Certificate effective as of the date first above written.

COOPERATIVE

Cape & Vineyard Electric Cooperative, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

HOST TOWN

Town of Harwich

By: _____
Name: _____
Title: _____

TOWN
ADMINISTRATOR'S
REPORT

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: November 2, 2020

One Week Look Ahead (11/2/20-11/6/20)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
- Crew #2
 - Various Activities in Preparation for Paving
 - Installation of Pavement on Various Roads(please see sequence below)

Two Week Look Ahead (11/9/20-11/13/20)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site
 - Prepare Foundation area for Spence’s Trace & RT 137 Pump Station Sites
- Crew #2
 - Various Activities in Preparation for Paving
 - Installation of Pavement on Various Roads. (please see sequence below)

Three Week Look Ahead (11/16/20-11/20/20)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site
 - Prepare Foundation area for Spence’s Trace & RT 137 Pump Station Sites
- Crew #2
 - Various Activities in Preparation for Paving
 - Installation of Pavement on Various Roads. (please see sequence below)

The Pavement Sequence will be as follows:

Asphalt Installation started 11/2/20 with overlay areas

Each Road Installation is anticipated to take .5 – 1 day

- White Pine / Ellis
- Herndon
- Compass
- Cemetery
- Johannas
- Alexander Chase
- Old Heritage / Liberty
- Old Salty
- Somerset
- Halls Path
- Chris Jo Beth
- Landron
- Spruce Grove
- Sherwood
- Partridge
- Round Cove
- Reliance

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #2

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (11/02-11/06)

- Mainline Sewer Crew #1
 - Continue sewer on Cemetery Road from Church Street (C-6)
 - **Road Closed between Church Street and Rt 137**

Two Week Look Ahead (11/09-11/13)

- Mainline Sewer Crew #1
 - Continue sewer on Cemetery Road from Church Street (C-6)
 - **Road Closed between Church Street and Rt 137**

Three Week Look Ahead (11/16-11/20)

- Mainline Sewer Crew #1
 - Continue / finish sewer on Cemetery Road from Church Street (C-6)
 - **Road Closed between Church Street and Rt 137**

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.



Maintenance Report

10/26/2019 - 10/26/2020

WO #	Department	Year	Make	Model	Maintenance Type	Description	PO Cost	Labor Hours	Labor Cost	Total Cost
14987	Emergency Management	2016	FORD	Explorer Utility	TOWING VEHICLE	Depot & Great Western MIIA Paid	\$0.00	0.00	\$0.00	\$0.00
15128	Emergency Management	2015	MAGNUM PRO	MLT3060	MISC. REPAIR	Check Out Light Trailer ,Get Running ,Change To 2" Ball ,Try To Bang Out Light Shield And Make Sure All Lights Work.	\$0.00	0.00	\$0.00	\$0.00
15222	Emergency Management	2016	FORD	Explorer Utility	INSPECTION STICKER		\$0.00	0.00	\$0.00	\$0.00
15260	Emergency Management	2009	FORD	Expedition Old G17	INSPECTION STICKER		\$0.00	0.00	\$0.00	\$0.00
15263	Emergency Management	2013	FORD	Explorer Utility Old G9	WINDOW REPAIR	Safelite Work Order #01835-400750	\$0.00	0.00	\$0.00	\$0.00
15264	Emergency Management	2013	FORD	Explorer Utility Old G9	INSPECTION STICKER		\$0.00	0.00	\$0.00	\$0.00
15276	Emergency Management	1999	FORD	F350 Old Unit 42	INSPECTION STICKER		\$0.00	0.00	\$0.00	\$0.00
14859	Emergency Management	2016	FORD	Explorer Utility	SERVICE 10,000 MILE MINOR		\$0.00	0.00	\$0.00	\$4.60
15361	Emergency Management	1999	FORD	F350 Old Unit 42	FILTERS	hyd	\$5.86	0.00	\$0.00	\$5.86
15491	Emergency Management	1999	FORD	F350 Old Unit 42	SERVICE 10,000 MILE MINOR		\$12.23	0.00	\$0.00	\$12.23
15441	Emergency Management	2006	INTERSTATE		HANDLE	JACK	\$31.28	0.00	\$0.00	\$31.28
14683	Emergency Management	2004	TEREX	AL4060D-4MH	STOCK	Belt	\$40.68	0.00	\$0.00	\$40.68
14725	Emergency Management	2013	FORD	Explorer Utility Old G9	ALIGNMENT		\$95.99	0.00	\$0.00	\$95.99
14662	Emergency Management	2009	FORD	Expedition Old G17	BATTERY R&R		\$109.81	0.00	\$0.00	\$109.81
14879	Emergency Management	2013	FORD	Explorer Utility Old G9	BATTERY R&R		\$109.81	0.00	\$0.00	\$109.81
14867	Emergency Management	2016	FORD	Explorer Utility	BEARING R&R	RIGHT FRONT	\$168.02	0.00	\$0.00	\$168.02
15224	Emergency Management	2016	FORD	Explorer Utility	BEARING R&R	right front	\$197.50	0.00	\$0.00	\$197.50
14858	Emergency Management	2016	FORD	Explorer Utility	BRAKE REPAIR	Check brakes. Feel soft. REPLACED REARS	\$220.04	0.00	\$0.00	\$220.04
14549	Emergency Management	2013	FORD	Explorer Utility Old G9	BRAKE JOB FRONT		\$238.29	0.00	\$0.00	\$238.29
14902	Emergency Management	2016	FORD	Explorer Utility	CHECK ENGINE LIGHT	P1289 DIAGNOSED AND REPLACED CHT SENSOR	\$366.22	0.00	\$0.00	\$366.22
14758	Emergency Management	2001	AMERICAN		BATTERY R&R		\$2,598.96	0.00	\$0.00	\$2,598.96
							\$4,194.69	0.00	\$0.00	\$4,194.69

Total Records: 21

10/26/2020

Page: 1 of 1

Federal Fiscal Year 2020
Department of Homeland Security / Federal Emergency Management Agency
Emergency Management Performance Grant

Massachusetts Emergency Management Agency
Notice of Funding Opportunity - Revised

Overview and Purpose

The Emergency Management Performance Grant (EMPG) provides funds to assist local and tribal governments with emergency management departments in preparing for all hazards and to obtain the resources required to support FEMA's [National Preparedness Goal's](#) Mission Areas and Core Capabilities. Funds may be used to support local and/or regional emergency management activities in the following cost categories: **Planning, Organizational** (*all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management*), **Equipment, Training, and Exercises.**

Full details regarding EMPG can be found by going to FEMA's website: <https://www.fema.gov/emergency-management-performance-grant-program>

FEMA's Authorized Equipment List: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

Funding Availability

Funding for this NOFO comes from the anticipated FFY 2020 EMPG award to MEMA (Federal Award # EMB-2020-EP-00004); estimated total Federal Award Amount \$7,087,032; Federal Period of Performance; October 1, 2019 through September 30, 2022; CFDA # 97.042

MEMA has allocated \$2 million for pass-through grants and will be accepting applications from Towns, Cities and Federally recognized Tribes with emergency management departments. Funding for each Town, City and Tribe has been allocated based on the distribution formula listed on pages 2-3 of this NOFO.

Cost Share or Match - Revised

The EMPG program has a dollar for dollar cost-share requirement. The contribution can be cash (hard match) or in-kind (soft match). Communities and tribes shall agree to make available eligible match equal to or greater than the allocated award amount listed on pages 2-3.

Grant Application Briefings

MEMA will conduct grant application briefings that will walk through our revised application submission process (details listed on page 4) and the new application. They will also answer questions regarding allowable expenses, match and other items as requested. You are strongly encouraged to join one of the following briefings. If you are unable to join a briefing and have additional questions, please contact the Emergency Management Grants Unit directly for one-on-one assistance:

DATE	TIME	Webinar Link
9/22/2020	10:00 am	https://ma-cda.webex.com/meet/lorri.d.gifford
9/24/2020	3:00 pm	https://ma-cda.webex.com/meet/lorri.d.gifford
9/29/2020	10:00 am	https://ma-cda.webex.com/meet/lorri.d.gifford
10/8/2020	12:00 pm	https://ma-cda.webex.com/meet/lorri.d.gifford
10/19/2020	9:00 am	https://ma-cda.webex.com/meet/lorri.d.gifford

Funding Tiers / Award Breakout

TIER 1				Population 0 - 999	\$2,500
Alford	Hancock	Monterey	Rowe	Washington	
Aquinnah	Hawley	Montgomery	Sandisfield	Wendell	
Chilmark	Heath	Mt Washington	Savoy	Windsor	
Cummington	Leyden	New Ashford	Tolland		
Florida	Middlefield	Peru	Tyingham		
Gosnold	Monroe	Plainfield	Warwick		

TIER 2					Population 1,000 – 7,999	\$2,700
Ashburnham	Conway	Hatfield	Northfield	Southampton		
Ashby	Dalton	Hinsdale	Oak Bluffs	Stockbridge		
Ashfield	Deerfield	Holland	Oakham	Stow		
Avon	Devens	Hopedale	Orange	Sunderland		
Barre	Dighton	Hubbardston	Orleans	Tisbury		
Becket	Dover	Huntington	Otis	Topsfield		
Berkley	Dunstable	Lanesborough	Paxton	Truro		
Berlin	East Brookfield	Lee	Pelham	Upton		
Bernardston	Eastham	Lenox	Petersham	Wales		
Blandford	Edgartown	Leverett	Phillipston	Wampanoag Tribe of Aquinnah		
Bolton	Egremont	Lincoln	Plympton	Warren		
Boxborough	Erving	Manchester	Princeton	Wellfleet		
Boylston	Essex	Marion	Provincetown	Wenham		
Brimfield	Gill	Mashpee Wampanoag Tribe	Richmond	Worthington		
Brookfield	Goshen	Mattapoissett	Rochester	West Bridgewater		
Buckland	Granby	Mendon	Rockport	West Brookfield		
Carlisle	Granville	Merrimac	Rowley	West Newbury		
Charlemont	Great Barrington	Millville	Royalston	West Stockbridge		
Chatham	Groveland	Nahant	Russell	West Tisbury		
Cheshire	Hadley	New Braintree	Sheffield	Westhampton		
Chester	Halifax	New Marlborough	Shelburne	Westminster		
Chesterfield	Harvard	New Salem	Sherborn	Whately		
Clarksburg	Hampden	Newbury	Shirley	Williamsburg		
Colrain	Hardwick	North Brookfield	Shutesbury	Williamstown		

TIER 3					Population 8,000 – 9,999	\$2,900
Adams	Cohasset	Montague	Salisbury	Townsend		
Ayer	Douglas	Middleton	Southwick	Ware		
Blackstone	Freetown	Millis	Sterling			
Boxford	Georgetown	Monson	Sturbridge			
Brewster	Lancaster	Plainville	Sutton			
West Boylston	Hamilton	Rutland	Templeton			

TIER 4					Population 10,000 – 14,999	\$3,500
Acushnet	Hanson	Lunenburg	Norwell	Weston		
Athol	Harwich	Lynnfield	Oxford	Wilbraham		
Bedford	Holbrook	Mashpee	Palmer	Winchendon		
Carver	Holliston	Maynard	Pepperell	Wrentham		
Charlton	Hull	Medfield	Raynham			
Clinton	Ipswich	Medway	Rehoboth			
Dennis	Kingston	Millbury	Spencer			
Dudley	Littleton	North Adams	Wayland			
East Bridgewater	Lakeville	Nantucket	Tyngsborough			

Groton	Leicester	Norfolk	Uxbridge
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TIER 5				Population 15,000 – 19,999	\$4,600
Abington	Duxbury	Holden	Pembroke	Swansea	
Amesbury	East Longmeadow	Hopkinton	Rockland	Weber	
Ashland	Easthampton	Hudson	Scituate	Westborough	
Auburn	Fairhaven	Longmeadow	Seekonk	Westport	
Bellingham	Foxborough	Newburyport	Sharon	Westwood	
Bourne	Grafton	North Reading	Somerset	Winthrop	
Concord	Greenfield	Northborough	South Hadley		
Whitman	Swampscott	Northbridge	Southbridge		
Belchertown	Hanover	Norton	Sudbury		

TIER 6				Population 20,000 – 24,999	\$5,100
Acton	Hingham	Marblehead	Wareham	Yarmouth	
Canton	Ludlow	Middleborough	Westford		
Eason	Ludlow	Sandwich	Wilmington		
Gardner	Mansfield	Stoneham	Winchester		

TIER 7				Population 25,000 – 29,999	\$6,500
Agawam	Danvers	Milford	Norwood	Wakefield	
Belmont	Dedham	Milton	Reading	Walpole	
Bridgewater	Marshfield	North Attleboro	Saugus	Wellesley	
Burlington	Melrose	Northampton	Stoughton	West Springfield	

TIER 8				Population 30,000 – 34,999	\$8,500
Dartmouth	Falmouth	Gloucester	Needham	Randolph	
Dracut	Franklin	Lexington	North Andover	Tewksbury	

TIER 9				Population 35,000 – 39,999	\$9,500
Andover	Chelmsford	Natick	Watertown		
Braintree	Marlborough	Shrewsbury	Woburn		

TIER 10				Population 40,000 – 49,999	\$15,500
Amherst	Barnstable	Chelsea	Holyoke	Salem	
Arlington	Beverly	Everett	Leominster	Westfield	
Attleboro	Billerica	Fitchburg	Pittsfield		

TIER 11				Population 50,000 – 59,999	\$21,500
Brookline	Medford	Peabody	Revere	Weymouth	
Chicopee	Methuen	Plymouth	Taunton		

TIER 12				Population 60,000 – 99,999	\$25,600
Brockton	Haverhill	Malden	Quincy		
Fall River	Lawrence	New Bedford	Somerville		
Framingham	Lynn	Newton	Waltham		

TIER 13		Population 100,000 – 149,999	\$39,600
Cambridge	Lowell		

TIER 14			Population 150,000 and up	\$71,335
Boston	Springfield	Worcester		

NEW Application Submission Process

To speed up the contracting process we have revised our application submission process. Blank applications and contract documentation will be emailed to each Town/City/Tribe. Please follow the below instructions:

1. Complete your application and email it back to the EM Grants Unit at EM.Grants@mass.gov
 - a. If your project requires EHP, ICIP and/or Drone approval, we ask that you complete these additional documents and submit with your application
 - b. Do not mail hard copies of application documents to our office as this will only delay the review process
 - c. MEMA EM Grants Unit staff will contact you if we have questions or need further information regarding your application.
 - d. We would like all applications emailed in by 10/30/2020
2. Print, review, and sign/have signed the CASL and MA Standard Contract
 - a. CASL
 - i. Town/City/Tribal Officials will need to complete the CASL (*Selectman, Council Member, Mayor, Manager, Administrator, etc.*)
 - ii. In most cases, you cannot appoint yourself as an authorized official; you may be listed on the CASL as an authorized signer.
 - b. MA Standard Contract
 - i. MEMA has incorporated the Federal Articles of Agreement (terms and conditions), Procurement Certification and MEMA Special Conditions into the MA Standard Contract
 - ii. By signing the MA Standard Contract, your Town/City/Tribe is agreeing to comply with all items incorporated into that contract.
 - iii. Only an authorized signer, as listed on the CASL, can sign the contract
 - iv. All contracts will have an end date of June 30, 2021. You may request an extension anytime during your contract period.
3. Mail original signed CASL and Contract to the EM Grants Unit at the address below:
Massachusetts Emergency Management Agency
EM Grants Unit
400 Worcester Road
Framingham, MA 01702
4. Once the EM Grants Unit has approved your application and received your original signed CASL and MA Standard Contract your contract will be finalized/signed by MEMA's Chief Administrative Officer.
 - a. If your project requires EHP, ICIP and/or Drone approval, MEMA will not finalize/sign your contract until these additional approvals have been received.
 - b. The EM Grants Unit will attach a scanned copy to your "Notice to Proceed" email.
 - c. Activities that start before you receive a Notice to Proceed will not be reimbursable.

TIMELINE:

ACTIVITIES	DATES
Release MEMA NOFO	September 14, 2020
Email Applications	October 30, 2020
Mail signed original contract and CASL	November 30, 2020
Anticipated contract period (<i>start dates will vary depending on the date MEMA signs your contract</i>)	November 2020 thru June 30, 2021

Please contact the EM Grants Unit if you have any questions or would like to discuss your project one-on-one by sending an email to: EM.Grants@mass.gov

FFY 2020 EMPG Application

APPLICANT INFORMATION:

TOWN/CITY/TRIBE:	Town of Harwich		
DUNS #: (required)	949152110	Expiration Date: (required)	01/29/2021

PROJECT Point of Contact (Emergency Manager/Director):

Name:	Thomas Gagnon		
Title:	Deputy Director of Emergency Management		
Email:	tgagnon@harwichpolice.com	Phone:	5089627234

PROJECT STATEMENT OF WORK:

Provide a description of your project that includes "who, what, when, where, why and how"

The scope of our project will be preparedness for times of emergency. Our focus will be on containment. With this in mind the funds for this grant will be used for the purchase of portable barricades and associated equipment so that our police, fire and emergency management departments can quickly transport these units to the scene of an incident and quickly secure the area.

We intend to purchase these interlocking portable barriers as soon as it is allowed. The items will be stored indoors at the Harwich Public Safety Complex so that police, fire and emergency management will have quick and easy access to them in times of need.

These units can be loaded, transported and erected by one person in a quick and safe manner as opposed to the man made heavy bulky ones that are in current use and are often in need of repair.

Will anything be installed?	No	<input type="checkbox"/>
Are you purchasing any communication equipment?	No	<input type="checkbox"/>
Are you purchasing a drone or drone accessories?	No	<input type="checkbox"/>
Are you purchasing sonar equipment?	No	<input type="checkbox"/>

Please email your completed Application to EM.GRANTS@mass.gov (do not mail copy)

FFY 2020 EMPG Application

APPLICANT INFORMATION:

TOWN/CITY/TRIBE:	Town of Harwich		
DUNS #: (required)	949152110	Expiration Date: (required)	01/29/2021

PROJECT Point of Contact (Emergency Manager/Director):

Name:	Thomas Gagnon		
Title:	Deputy Director of Emergency Management		
Email:	tgagnon@harwichpolice.com	Phone:	5089627234

PROJECT STATEMENT OF WORK:

Free UPS ground shipping on orders over \$299!

*Excludes truck ship items

Free Ground Shipping with \$49 Order or More. Discount Applied in Shopping Cart. Some Exclusions May Apply. Truck Shipping Excluded.

**FACE MASKS & HAND SANITIZER
NOW IN STOCK**

Shop Now ▶▶
Ships TODAY 

Shopping Cart

Cart was updated

Total Qty: 19

Order Total **\$3,645.55**



Plastic Barriers

SKU:L8622ORG

Color : Black;Orange

Price: \$171.47 Each

19

Subtotal: \$3,257.93

Order summary

Subtotal

\$3,257.93

Order Total

\$3,645.55

Estimate Tax

\$217.67

Freight Class Truckload

\$169.95

Order Total

\$3,645.55

CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME	Town of Harwich
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000191822

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Joe Powers	<i>Interim</i> Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature		Date	10/26/2020
Printed Name	Joe Powers		
Title	Town Administrator, <i>Interim</i>	Phone	5084307513
Email	jpowers@town.harwichma.us	Fax	5084325039

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): HARWICH, Town of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 732 MAIN STREET HARWICH, MA 02645-2717		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Thomas Gagnon	Phone: 508 962 7234	Billing Address (if different): same	
E-Mail: gagnon.thomas@yahoo.com	Fax: 508 482 2530	Contract Manager: Lorri Gifford / Emily Horan	Phone: 508.820.2004
Contractor Vendor Code: VC6000191822		E-Mail: EM.Grants@mass.gov	Phone: 508.820.1407
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY21EMPG200000HARWI	
		RFR/Procurement or Other ID Number: FFY2020EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior to</u> Amendment: _____.	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: _____.	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
<input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)		<input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$3,500			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) award, CFDA #97.042 and has a required dollar-for-dollar match. Funds will only be used for activities outlined in the subrecipient's approved FFY2020 application and in accordance with attached Federal Articles of Agreement, and MEMA Special Conditions and Reporting Requirements and the SIEC Special Conditions for Interoperability Grants.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.			
<input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.			
<input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>10/26/2020</u>		X: _____ Date: _____	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Joseph F. Powers</u>		Print Name: <u>David Mahr</u>	
Print Title: <u>Interim Town Administrator</u>		Print Title: <u>Chief Administrative Officer</u>	

**FFY2020 Department of Homeland Security, Federal Emergency Management Agency
Federal Articles of Agreement**

Article I - Summary of Award

Massachusetts Emergency Management Agency is awarded a total federal allocation in the amount of \$1,996,347.00 under the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136).

Article II - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lcp.gov>.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The "Contractor" or "Sub-recipient" is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

Agreement

The Sub-recipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Sub-recipient for all allowable costs incurred and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a sub-recipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. Work or expenditures made outside an approved scope of work or budget may not be reimbursed.
2. **Press.** Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Sub-Recipient:** If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Sub-recipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Sub-recipients must have Internet access.
8. **Email addresses.** Sub-recipient project point of contact of grant programs must have individual email addresses.
9. **Sub-recipient Non-compliance.** Contractor, as sub-recipient, is subject to the federal and state regulations and related requirements set forth herein. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor as sub-recipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Sub-recipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices
2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.