

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, April 22, 2019

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

I. CALL TO ORDER

II. EXECUTIVE SESSION - Pursuant to M.G.L. c. 30A, § 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Assistant Town Administrator position, and Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body - Cornelius Pond - **Approve Executive Session Minutes 2/25/19**

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

A. Minutes:

1. April 1, 2019 Regular Session
2. April 8, 2019 Regular Session
3. February 25, 2019 Executive Session

B. Vote to authorize the Town Administrator as Hearing Officer for the Cable Renewal Ascertainment Hearing on May 2, 2019

C. Approve Request for use of the Caleb Chase Fund in the amount of \$700.00

D. Approve Request for use of the Caleb Chase Fund in the amount of \$694.98

VII. PUBLIC HEARINGS/PRESENTATIONS (Not earlier than 6:30 P.M.)

VIII. NEW BUSINESS

A. Public Meeting - Application for a Weekday Entertainment License by Harwich Inn & Tavern, 77 Route 28, West Harwich, MA – James Tsoukalas, Owner/Manager.

B. Request for Speed Zone Change on Queen Anne Road

C. Traffic Plan approval for “Light the Night” Art Week Event from 4/26/19 – 5/5/19

D. Confirmation of Joseph Powers as Assistant Town Administrator effective on May 20, 2019

E. Selectmen’s Article Assignments

IX. CONTRACTS

A. \$50,000 Dennis/Harwich/Yarmouth Grant award

X. OLD BUSINESS

A. Extend the charge/appointments of the Harwich Port Parking Committee to June 30, 2019

B. Safe Routes To School grant application

XI. TOWN ADMINISTRATOR’S REPORTS

A. Department Reports

XII. SELECTMEN’S REPORT

XIII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
April 18, 2019

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, APRIL 1, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Ginny Hewitt, Lincoln Hooper, Gerry Beltis, Dana DeCosta, Jack Brown, Liz Dubuque, Robert Fratus, Robbin Kelley, and others.

Chairman Kavanagh stated that the Board met in Executive Session where they discussed the SEIU Manager's Union Contract and took no action.

WEEKLY BRIEFING

Ms. Hewitt updated the Board on recent and upcoming events at the Library as well as the generator installation.

Mr. Hooper reported that the gas moratorium has been lifted today and 90% of the construction work has been done in Harwich.

PUBLIC COMMENTS AND ANNOUNCEMENTS

Three middle school students proposed and discussed a plastic straw ban in the Town of Harwich as part of Project Citizen at school.

CONSENT AGENDA

- A. Minutes:
 - 1. March 11, 2019 Regular Session
 - 2. March 18, 2019 Regular Session
- B. Approve the appointment of Dorothy Hemmings-Bassett as an Assistant Registrar to help with voter registrations and elections
- C. Accept the Resignation of Chris Harlow as a member of the Capital Outlay Committee – effective May 10, 2019
- D. Approve the appointment of William Stolz as a full member of the Planning Board with a term to expire on June 30, 2021
- E. Approve application for a One Day Entertainment License with “Special Permit” for relief from the Town Noise By-Law (Section G) for an event to be held on June 30, 2018 by the Cakounes Family
- F. Approve Annual Common Victualler License Renewal for Ten Yen
- G. Approve the application by Ragnar Events, LLC to hold a running relay on May 11, 2019
- H. Approve the recommendation of the Town Administrator regarding a Petition by Verizon New England and Eversource Energy to renumber one jointly owned pole

and place one new jointly owned pole on Main Street Ext. to provide service for new development on Denwich Road

- I. Approve the recommendation of the Town Administrator regarding a Petition by Verizon New England and Eversource Energy to relocate 14 poles on Lower County Road to accommodate sidewalk widening

Chairman Kavanagh noted they would be holding Item A. Mr. McManus moved approval of the Consent Agenda Items B through I and the recommended actions thereon. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

- A. Presentation – Experimental Kelp Farm Expansion – Mark Kelleher

Mr. Kelleher discussed Kelpheher Farms proposal to expand the existing <1 acre kelp farm site to an approximate size of 2.5 acres in the Herring River. He said the build out will be completed incrementally and for the 2019-2020 season he plans to install up to four (4) 500 ft long lines with sugar kelp. At build out, there would be 8-10 lines. He provided a Power Point presentation seeking the Board's permission to do so. He said he is also looking for support to publish Aquaculture Regulations which would help reduce the permitting time. Mr. Kelleher answered questions from the Board about the timeline, delaying to verify that there are no navigational issues, and aquaculture regulations. Mr. Rendon spoke in support of this request and said they are excited about it. He said he does have some concerns about navigational issues and all the lines need to come out of the water by May 15th. Mr. MacAskill and Mr. Howell indicated they were in favor of this. Mr. Fratus suggested using Chatham's regulations. Mr. MacAskill moved that we approve the experimental kelp farm expansion as presented. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. MacAskill said Mr. Proft is already working on the regulations and Mr. Clark said we will put together a staff team and come back with a recommendation.

NEW BUSINESS

- A. Safe Routes to School Support Letter

Mr. Clark said they wanted a letter of support from the Administrator so he will be sending that out. Mr. Howell cautioned that he is not sure we can do everything they are asking and we need to have a discussion on it.

- B. Lower County Road Impact on the Roadway Program – Lincoln Hooper

Mr. Hooper described why this is a standalone project and said he expects the project to be \$4.5 million. He said he had suggested offering up a million dollars of our road maintenance funds and so since January we have shut down all road projects with the major impact being Great Western Road and the piece of Main Street that people think is part of Great Western Road. He said we could slide that back a year as Lower County Road is in dire need of repair and that is the priority. He said the bid opening on April 16. Mr. Howell discussed the debt load to the taxpayer and commented that the taxpayers will ultimately decide.

OLD BUSINESS

A. Robert Fratus – Hawksnest Road, Round Cove Road, Raptor Road

Mr. Hooper said he attends to dirt and gravel roads 3 to 6 times per year and we usually have t-base stockpiled to address these as well. He said these roads are nowhere on the priority list. Mr. Howell said the last license agreement hasn't expired yet and the agreement indicates that the Town has no obligation to pay for any costs or contribute toward improvements and the licensee accepts roadway as is. He said his biggest concern is it is not on a priority list and are we going to take every cart path in Town and convert it into a paved road. He added that it's a County Road. He said he wouldn't support this. Mr. Fratus and Ms. Dubuque disputed Mr. Howell's remarks. The Board took comments from Gerry Beltis who was not in support of "helping developers." Mr. MacAskill said this is being done because it goes into a state forest and the Fire Chief agrees. He said the road is used by the entire community. He said it is our responsibility to fix the road. Mr. Ballantine said there should be a charge for the t-base. Chairman Kavanagh said we haven't had any feedback from the neighbors. Kathy Keras who lives on Round Cove Road attested that people go as fast as 40 mph there as the ruts have all been filled. She said she has concerns about paving it as it is already fast enough. Terry Hoffman of Round Cove Road was concerned as the agenda isn't really clear what the proposal is. He said he was in agreement with Ms. Keras and he would like to see more public input. Chairman Kavanagh said they would bring this back as a public hearing. Mr. Joyce echoed the comments of the other neighbors. Chief Clarke discussed the need for access by the Fire Department.

WARRANT ARTICLES – REVIEW / RECOMMENDATIONS

- **Article #4 - Town Operating Budget**

Mr. Howell questioned a \$4,775 decrease in the Town Clerk's salary. Mr. Clark said we haven't adjusted the non-union schedule yet and she is aware of it. Mr. MacAskill said he was disappointed that votes were taken when he missed a meeting. Mr. Ballantine moved to reconsider the vote. Mr. Howell seconded the motion and the motion carried by a 4-0-1 vote with Mr. MacAskill abstaining from the vote. Mr. DeCosta and Mr. Brown of the Finance Committee joined the Board. It was agreed that the Town Administrator would bring back two alternative pay schedules for the non-union employees. Mr. Ballantine moved to accept this operating budget because it's closer to where we think we will be at the end than what's originally proposed to us acknowledging that we'll probably have some amendments as we go forward. Mr. McManus seconded the motion and the motion carried by a 3-2-0 vote with Mr. MacAskill and Mr. Howell in opposition.

- **Article #5 - Monomoy School Budget**

Mr. Howell moved to reconsider the past action. Mr. Ballantine seconded the motion and the motion carried by a 4-0-1 vote with Mr. MacAskill abstaining from the vote. Mr. MacAskill moved to approve Article 5 Monomoy School Budget. Mr. Ballantine seconded the motion. Mr. Howell said he never received the administrative overhead information he asked for. The motion carried by a 4-1-0 vote with Mr. Howell in opposition.

- Article #20 - Lower County Road

Mr. Ballantine moved we support Article 20 Lower County Road. Mr. McManus seconded the motion and the motion carried by a 3-2-0 vote with Mr. Howell and Mr. MacAskill in opposition.

- Article #31 - Cemetery Rules and Regulations

Mr. DeCosta discussed a few changes that the Finance Committee voted and also asked the Cemetery Commission to come back with a rules package that makes sense for next year. Mr. MacAskill moved to approve Article 31 – Cemetery Rules and Regulations as amended. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Article #23 - Single Family Dwelling with Accessory Apartment
- Article #24 - Freestanding Portable Signs
- Article #25 - Retaining walls for Septic Systems

Mr. MacAskill noted that the above three articles were already voted.

- Article #26 - Special Provisions for Lifting Existing Structure to New and Appropriate Elevations

Mr. MacAskill moved that we approve Article #26 - Special Provisions for Lifting Existing Structure to New and Appropriate Elevations. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Joint budget /article meeting with Selectmen and Finance Committee reconciliation

Mr. Clark said there is a lot of uniformity and not a lot of differences. Mr. DeCosta said they are struggling with the pet burial ground and they haven't agreed on anything yet and there was lengthy discussion on this item.

TOWN ADMINISTRATOR'S REPORTS

A. Ethics testing requirement

Mr. Clark reminded the Board that April is the deadline for doing the online ethics test.

B. Health Insurance for Retirees – Update

Mr. Clark reported that if you retire from the Town and you seek benefits, you have one year from retirement to decide to do so. Mr. MacAskill indicated he wants to revisit this discussion.

C. Department Reports

There was no action on this item.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 9:26 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, APRIL 8, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Interim Assistant Town Administrator Robert Lawton, Amy Usowski, Chief Clarke, and others.

Chairman Kavanagh reported that the Board just came out of Executive Session to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel - Assistant Town Administrator position, and they have requested more information. She noted as a result they will be holding Items B, C and D under New Business.

WEEKLY BRIEFING

Ms. Usowski reported that once again we have nesting piping plovers on a couple of our beaches and monitoring will be necessary. She reported that on April 26 they will be having the annual Arbor Day seedling giveaway and April 27 is the annual Tour de Trash.

CONSENT AGENDA

- A. Minutes:
 - 1. February 19, 2019 Regular Session
 - 2. March 25, 2019 Regular Session
- B. Vote to authorize the Town Administrator to "opt-in" and sign the Statewide Public Safety Mutual Aid Agreement per the request of the Police Chief
- C. Vote to authorize the Town Administrator to sign the Mutual Aid Agreement for the Cape and Islands Region per the request of the Police Chief
- D. Accept the gift of a memorial tree and plaque in honor of Charles W. Koehl

Mr. McManus moved approval of the Consent Agenda Items A1, B, C and D. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

- A. Classification Plan Adjustments – Robert Lawton
 - 1. Recreation Program Specialist II

Mr. Lawton reviewed his memo to the Board of February 13, 2019 as follows:

A review has been completed for Program Specialist II — Recreation and the description is attached for your approval. The review was started as the position and the incumbent have been classified as Program Specialist in grade 8 for several years. However, the job description for the position needed to be revised to meet current requirements. Eric Beebe,

Recreation Director, developed the description and completed a desk audit to ensure that the essential functions and duties were accurate. HEA has reviewed the description and confirmed the wording and classification. I would ask for your approval of the job description as all other pieces for this position are already in place and had been approved by the appropriate authority.

Mr. Howell moved to accept the job description as written. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

2. Video and Community Information Specialist

Mr. Lawton reviewed his memo of March 25, 2019 as follows:

This is a full time position and is currently a Grade 2 Step 6 on the HEA Compensation Schedule at \$23.95 per hour. We looked at other Cape Cod Town's compensation which ranged from \$23.83 to \$30.62 per hour. We also scored the position using the revised job description. Based on the review of the position and the job description approved by HEA a change in classification is warranted. Proposal — The position should be rated in FY19 at Grade 6 Step 3 \$25.50 per hour. The difference of \$1.58 per hour will be paid for within the Channel 18 budget. We recommend that the Board of Selectmen adopt this classification and job description for the position to be effective July 1, 2019.

Mr. Howell questioned if there is anything in the job description that would imply that this person would be responsible for the content of the website and Mr. Lawton said there is not. Mr. Howell moved to approve the reclassification and the description write up of the Video and Community Information Specialist as provided in the packet. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

3. Assistant Collector/Treasurer

Mr. Lawton reviewed his memo to the Board of March 26, 2019 as follows:

This is a full time position and is currently a Grade 9 Step 6 on the HEA Compensation Schedule at \$33.70 per hour. The position was not reviewed during the prior review of positions in the Treasurer/Collector, Accounting and Clerk offices. This was an oversight and the Department Head asked for the position review to complete her office staff review. We reviewed the existing job description with the Department Head and the position incumbent. We scored the position using that information. Based on the review of the position and the job description reclassification is warranted. Proposal — The position should be rated in FY19 at Grade 10 Step 6 \$35.37 per hour. The difference of \$1.67 per hour will be paid for within the Collector/Treasurer budget in FY19 and FY20. The adjustment is recommended to be effective January 1, 2019 and retroactive payment to be made. We recommend that the Board of Selectmen adopt this classification.

Mr. Howell moved to accept the recommendation for the reclassification and position description write up for the Assistant Collector/Treasurer as provided in the packet. Mr. McManus seconded the motion. There was discussion about why this was being done

retroactively. Ms. Coppola could not identify why and the Board agreed to table this item. Mr. Howell withdrew his motion and Mr. McManus withdrew his second.

4. Community Center Customer Service Representative/Weight Room

Mr. Howell moved to approve the Community Center Customer Service Representative/Weight Room reclassification and job description as contained in our packet. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- B. Confirmation of the appointment of David Flaherty as Assistant Town Administrator
- C. Confirmation of the appointment of Griffin Ryder as Town Engineer
- D. Confirmation of the appointment of Patricia Macura as Executive Assistant to the Town Administrator

The Board agreed to hold the above three items.

- E. Non-Union Pay Schedule Adjustments:
 - 1. Version 1 – Consistent with the current budget schedule
 - 2. Version 2 – Equity Schedule with Manager's Union Schedule

After discussion and comments from the Fire Chief, Mr. Howell moved to accept Version 2 as the pay plan. Mr. MacAskill seconded the motion. Mr. Clark and Ms. Coppola took questions from Mr. MacAskill about where the money is coming from to fund this. Mr. Ballantine asked for an organizational chart and how the position descriptions relate to it. Mr. MacAskill asked for the market studies that were done. The motion carried by a unanimous vote.

CONTRACTS

- A. Recommendation for Wastewater Project Manager

Mr. Lawton reviewed his memo of April 3, 2019 to the Board as follows:

On March 15, 2019 proposals were received for professional services wastewater project management. On March 22, 2019 the review committee consisting of Chris Clark, Robert Lawton, Dan Pelletier, Lincoln Hooper, and Sean Libby met to review the proposals. As part of the initial review we confirmed that each proposal submitted contained the required paperwork and submissions as outlined in the RFP. Each committee member rated the proposals as unacceptable, advantageous, or highly advantageous. The initial review resulted in the committee rating Weston and Sampson as highly advantageous and Bad Aqua as advantageous. This rating was partially based on the differences in the responses to the requirement that the proposer have "three projects or activities over the past three years related to the scope of work in the RFP". After the ratings were completed the cost proposals were opened with Weston and Sampson \$94,400 for FY 19 and FY 20 and Bad Aqua \$64,000 for FY 19 and FY 20. On March 22, after the initial review was completed, we met with Mr. Charles Sumner, a principal in the Weston and Sampson proposal, as he had informed us he would be out of the country starting March 23 and we needed to move the process forward rather than wait 2 to 3 weeks for him to return. Mr. Sumner was not able to have one of the other principals in the proposal attend so the committee only reviewed the

basic sections of his proposal. It should be noted, during our meeting Mr. Sumner informed us that his plans had changed and he was not going to be out of the country and he and his partners would be available to meet during the week of March 25. We shortened the interview as we wished to have both proposers in on the same day for a formal review. The committee agreed to schedule a formal interview with both proposers on March 26, 2019. On March 26, 2019 the committee interviewed the principals from both proposals and completed formal rating sheets. The ratings were based upon the six criteria in the RFP as well as rating any other abilities which were realized during the meeting. Both proposers provided details supporting their submissions. Bad Aqua emphasized the local connection of the principals to the Town of Harwich and the project management experience they had in their list of projects. Weston and Sampson emphasized their experience in managing a number of wastewater projects and their connection with Cape Cod and in particular the Towns of Brewster, Harwich and Chatham. At the end of the formal interviews, approximately one hour per proposer, it was determined that Weston and Sampson was the most advantageous and we agreed to enter into negotiations on price, as is authorized under the procurement statute Chapter 30B. Subsequent to the March 26 meeting Mr. Clark discussed the price proposal with Weston & Sampson and the price was lowered to \$75,000 for FY19 and FY20. The Wastewater Project Management Review Committee recommends that the contract for Wastewater Project Management be awarded to Weston and Sampson.

The Board had extensive discussion on the memo. Mr. Clark further discussed the rationale behind the selection of Weston and Sampson and took questions from Mr. MacAskill on the process and scope of work. Mr. Howell moved to accept the recommendation of the evaluation committee and award the contract for the project management of the wastewater phase 1 to Weston and Sampson in the total amount of \$75,000 as contained in our packet. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

A. MRSD Five-year Admin Salary and FTE data

Mr. Clark said the above information was provided by the school district.

B. Department Reports

This item was not addressed.

ADJOURNMENT

Mr. McManus moved to adjourn at 7:09 p.m. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Sandy Robinson

From: Christopher Clark
Sent: Tuesday, April 16, 2019 8:25 AM
To: Bill August; Jamie Goodwin
Cc: Sandy Robinson; Jamie Goodwin
Subject: RE: question

Bill,

I will request BOS designate the Town Administrator as the Hearing Officer.

Chris

From: Bill August [mailto:billaugust@epsteinandaugust.com]
Sent: Sunday, April 14, 2019 7:44 PM
To: Jamie Goodwin <jgoodwin@town.harwich.ma.us>
Cc: Christopher Clark <cclark@town.harwich.ma.us>
Subject: RE: question

Who is conducting cable hearing on May 2nd. Note, when the hearing is not conducted by Bd of S. there is supposed to be a delegation letter. So let me know and I will send you sample delegation letter (state has an advisory that Issuing Authorities should issue a delegation letter when delegating the hearing-the delegation letter includes some stuff about the hearing officer not deciding anything but just assisting with the conduct of the hearing to assemble the record for transmittal to the Issuing Authority.

Bill August, Esq.
Epstein & August, LLP
875 Massachusetts Avenue, Suite 31
Cambridge, MA 02139

Tel: (617) 951-9909
Cell: (617) 548-3735
billaugust@epsteinandaugust.com

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From: Jamie Goodwin [mailto:jgoodwin@town.harwich.ma.us]
Sent: Thursday, April 11, 2019 1:22 PM
To: Bill August <billaugust@epsteinandaugust.com>
Cc: Christopher Clark <cclark@town.harwich.ma.us>
Subject: RE: local info

Hello Bill!

Public is 99 (Cape Cod Community Media Center, Terry Duenas)
Education is 22 (Monomoy regional, Steve Cass)
Government is 18 (Harwich, Jamie Goodwin)

The Education (Monomoy, 22) sends their signal to the Community Center where I am (Ch18) and they are bundled to be sent to Comcast in South Yarmouth for distribution. Channel 18 has equipment in Town Hall that sends a signal to the Community Center Head End for broadcast via fiber and then to South Yarmouth Comcast.

I am open to meeting whenever and wherever. I would like to remind everyone I will be on vacation April 20-27th But I will have my computer and email access for most of my trip.

I also have a short meeting scheduled with Terry from Cape Cod Community Media (99) on Wednesday the 17th. I hope to also have all my support letters and capital budget projections finished next week as well. I will forward them along.

****Newspaper notice was sent to the Chronicle on Wednesday for publication.**

Best
Jamie Goodwin
Harwich Channel 18

From: Bill August [<mailto:billaugust@epsteinandaugust.com>]
Sent: Thursday, April 11, 2019 1:01 PM
To: Jamie Goodwin <jgoodwin@town.harwich.ma.us>
Cc: Christopher Clark <cclark@town.harwich.ma.us>
Subject: local info

Jamie, Can you give me a brief brief list of what the PEG channels are (the channel #s; which ones are P or E or G; and include indication if it is Cape Cod Community Media 5-Town channel; a bigger Cape Cod regional channel (like "CapeSpan") or the local Harwich only channel or other configuration;
Also include where you originate video from? Town Hall? (and where does it travel to from Town Hall? Senior Center? whatever you know about the signal path upstream from your remote locations. I went an inquiry to Mike Galla asking which remote sites are activated and I have not heard reply. Tx guys.
(Chris, Terry Duenas offered to come up to Cambridge to debrief me on the regional studio operation, but I don't hold you and or Jamie may want to attend so perhaps we could schedule something down there or half way..give it some thought, no rush on that.
Be sure to do outreach regarding getting informed people to testify at the hearing
Did the newspaper notice get scheduled?
Who is conducting the hearing and there needs to be a delegation to the hearing people if not conducted by Board of Selectmen.

Bill August, Esq.
Epstein & August, LLP
875 Massachusetts Avenue, Suite 31
Cambridge, MA 02139

Tel: (617) 951-9909
Cell: (617) 548-3735
billaugust@epsteinandaugust.com

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**HARWICH BOARD OF SELECTMEN
NOTICE OF PUBLIC MEETING
WEEKDAY ENTERTAINMENT LICENSE
APRIL 22, 2019**

The Harwich Board of Selectmen will hold a Public Meeting on Monday, April 22, 2019 no earlier than 6:30 p.m. in the Donn B. Griffin Room located at Harwich Town Hall, 732 Main St., Harwich, for the purpose of consideration and possible vote on an application for Weekday Entertainment License by Harwich Inn & Tavern, 77 Route 28, West Harwich, MA.

All members of the public having an interest in this topic are cordially invited to attend the public meeting and provide information and comment relevant to this application.

Harwich Board of Selectmen
Local Licensing Authority

Date of Notice: April 1, 2019



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Automatic Amusement:
- Juke Box (\$100 each)
- Video Games (\$100 each)

- New application
- Renewal
- Annual
- Seasonal
- Opening Date _____

Other _____

Business Name Harwich Inn + Tavern LLC Phone 617 947 7600

Business Address 27 Route 28 W Harwich ma 02671

Mailing Address Same

Owners Name & Address James Tsoukalas 77 Route 28 W Harwich

Managers Name & Address James Tsoukalas 77 Route 28 W Harwich, ma

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):

Monday to Saturday 12:00 noon to 12:00 midnight INSIDE and OUTSIDE

ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

DATE: April 17, 2019

SUBJECT: Request for Speed Zone Change – Queen Anne Road

Mr. Clark and members of the Board. Attached you will find a copy of a letter drafted by Steve Tupper who is the Transportation Program Manager at the Cape Cod Commission. In late June of 2018 Steve and I met with a number of residents from the eastern portion of Queen Anne Road that runs from Route 124 to Route 39. There have been a number of complaints from this area regarding the excessive speed of vehicles, increased traffic volume and the inconsistent speed limits. This portion of Queen Anne is approximately 2 miles long with three different speed limits.

As Steve's letter indicates, one of the speed mitigation efforts we agreed upon was a request to reduce the speed limit on Queen Anne road from 40 MPH to 35 MPH on the segment that runs from Cranberry Hollow Lane to Oyster Pond Road. The residences in this area have increased over the years since the 40 MPH speed zone was established. The attached map indicates that a portion of the segment in question, between Beach Plum and Obed Brooks is actually a thickly settled zone now. The speed limit in this zone would be 30 MPH if there was not a posted limit.

I fully support this request as a common sense measure that can be combined with increased enforcement and radar enhanced signage to hopefully mitigate speed on that stretch of road.

January 3, 2019

Mary-Joe Perry
Massachusetts Department of Transportation
District 5 Highway Director
1000 County Street
Taunton, MA 02780

Re: Queen Anne Road, Harwich, MA
Speed Regulations

Dear Ms. Perry,

The Town of Harwich would like to request the existing 40 mile per hour (mph) speed regulation on Queen Anne Road be reduced based on its residential character and increased development over recent decades. Residents often complain of the high speeds and difficulty entering and exiting the roadway from their driveways. The Harwich Police Department has performed enforcement activities in the past on Queen Anne Road including mobile radar feedback trailers on the roadway and most recently has coordinated a speed study which is summarized below.

Study Area

The study area segment of Queen Anne Road is a two-mile segment from Route 124 in the west to Route 39 in the east with three different speed zones ranging from 30 mph to 40 mph. The three (3) posted speed limits segments are noted below and graphically shown in the attached figure:

- Segment 1: 35 mph from Route 124 to Cranberry Hollow Lane
- Segment 2: 40 mph from Cranberry Hollow Lane to Oyster Pond Road
- Segment 3: 30 mph from Oyster Pond Road to Route 39

The roadway environment generally remains consistent through the three segments with its residential character, narrow shoulders, slight occurrence of horizontal and vertical curves and no sidewalks. Queen Anne Road is signed as a bike route, however, no bicycle accommodations exist. With the nearby walking trails in the Teixeira Conservation Area, pedestrians and bicycles must share the roadway with vehicles. In addition, the Cape Cod Regional Transit Authority (CCRTA) operates along this portion of Queen Anne Road as part of its Flex Route, which allows transit riders to "flag" down the bus. The Flex routes provides transit service connections six days a week from Harwich Center to Provincetown.

For reference purposes, Queen Anne Road carries an annual average daily traffic of approximately 5,600 vehicles per day while during the summer peak season the roadway carries approximately 7,400 vehicles per day based on 2016 Cape Cod Commission (CCC) count data.

Data Collection

The Cape Cod Commission (CCC) Staff assisted with speed data collection at two locations on Queen Anne Road on Wednesday June 6, 2018. The Speed Distribution Worksheets are included with this letter. The speed data was collected in accordance with MassDOT standards with a laser measurement tool during the off-peak hours and included 100 observations at the following locations:

- Within Segment 1: East of Oak Street
- Within Segment 2: At Matthews Landing

The following table summarizes the results of the speed study.

Speed Study Results

Segment	Posted Speed (mph)	50 th Percentile Speed (mph)	85 th Percentile Speed (mph)	95 th Percentile Speed (mph)
1	35	39 (WB)	42 (WB)	43 (WB)
		38 (EB)	43 (EB)	46 (EB)
2	40	38 (WB)	41 (WB)	44 (WB)
		39 (EB)	42 (EB)	47 (EB)

WB – westbound
EB - eastbound

Based on the speed study, the 85th percentile speeds in Segment 1 and 2 are very similar ranging from 41 mph to 43 mph. The 85th percentile speeds in both segments are within 7 mph +/- of their respective posted speed limits, however, the posted speed limits differ from each other even though the characteristics of the roadway are generally the same.

The CCC Staff also reviewed the density along Queen Anne Road and determined that the eastern half of the two-mile segment could be classified as a thickly settled area, as shown in the attached graphic.

The CCC Staff is planning to collect additional off-season speed data at a later date due to the on-going gas main construction project that would hinder data collection efforts. They are also available to assist with any other data collection efforts related to this request, if required by MassDOT.

Crash History

Based on a review of the MassDOT Crash Portal, the two-mile segment of Queen Anne Road experienced a total of 30 crashes in the last five years (2012-2016). The majority of crashes resulted in property damage only (63%) and were classified as single vehicle collisions (40%) with a fixed object (i.e, tree, utility pole), which could indicate that speeding may be a factor. The drivers of several of the single vehicle crashes were noted to be driving too fast or operating the vehicle in an erratic or aggressive manner.

Recommendations

The Town of Harwich would like to reduce the existing 40 mph posted speed limit within Segment 2 to 35 mph which would match the posted speed limit within Segment 1 as the 85th percentile speeds are similar. As stated earlier, the roadway environment is generally consistent throughout the two-mile segment with its residential character, narrow shoulders, no sidewalks and slight occurrence of horizontal and vertical curves. Queen Anne Road is also designated as a bike route and shown to have a history of single vehicle crashes.

Based on the speed study results, the 85th percentile speeds on Segment 2 are within 7 mph of a potential 35 mph posted speed limit, similar to the conditions that exist within Segment 1 today. By revising the posted speed limit on Segment 2 to 35 mph, a more consistent character would exist on this two-mile segment and promote a safer environment for all users of the roadway.

The Town of Harwich appreciates your assistance on this matter. Please do not hesitate to contact us if you should require any further information.

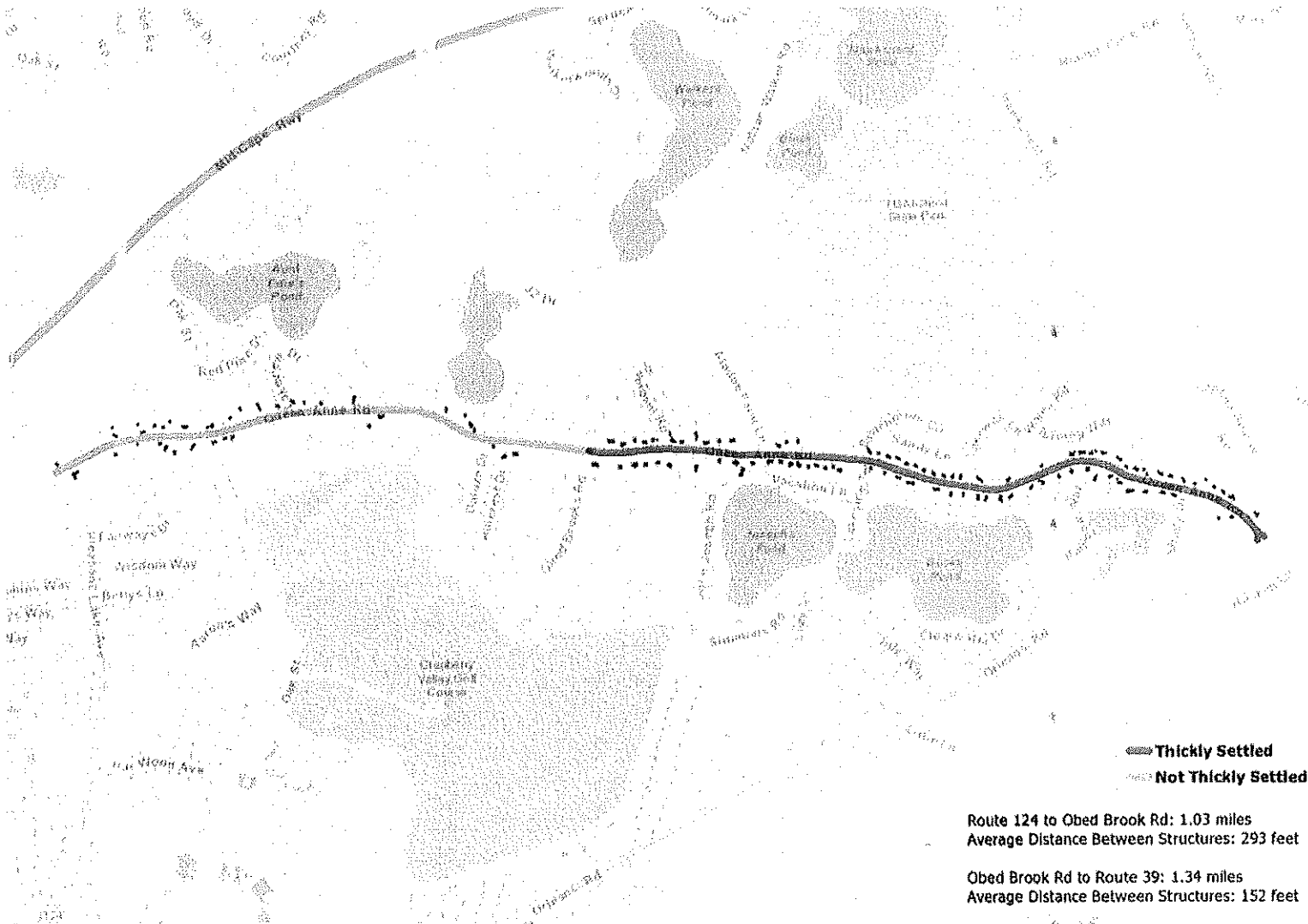
Sincerely,



Christopher Clark
Town Administrator

David Guillemette
Harwich Police Chief

Lincoln Hooper
Harwich DPW Director

Attachment



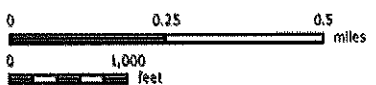
 **Thickly Settled**
 **Not Thickly Settled**

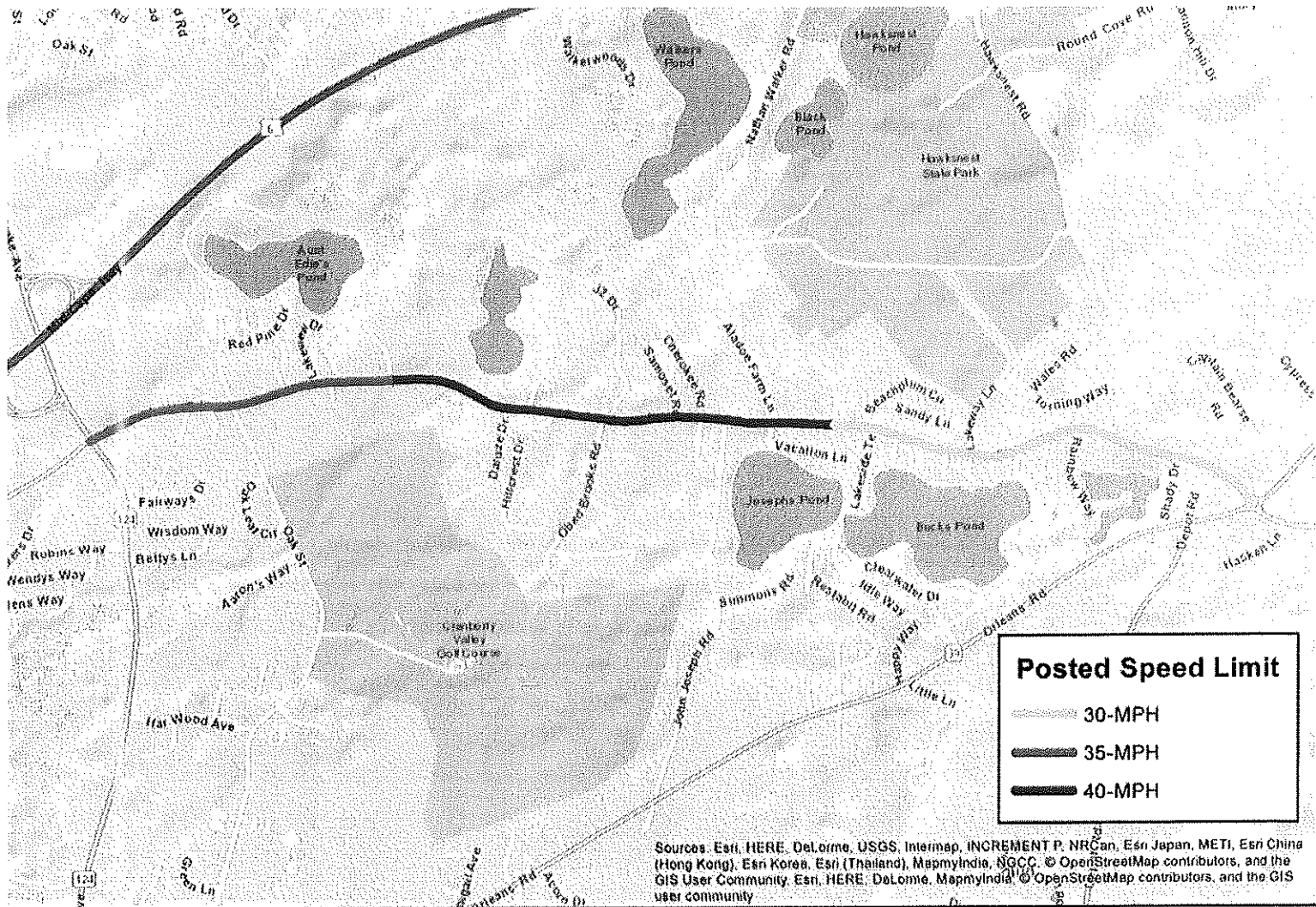
Route 124 to Obed Brook Rd: 1.03 miles
 Average Distance Between Structures: 293 feet

Obed Brook Rd to Route 39: 1.34 miles
 Average Distance Between Structures: 152 feet




Thickly Settled Analysis:
Queen Anne Road (Harwich)
Map prepared by the Harwich Planning Board, 2014. All rights reserved. This map is for informational purposes only and does not constitute a warranty or guarantee of any kind. The Harwich Planning Board is not responsible for any errors or omissions on this map.

Date: 10/20/14
 Prepared by: Harwich Planning Board
 Project: Thickly Settled Analysis



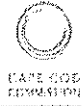
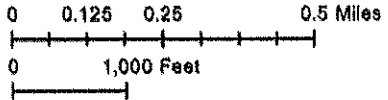


Posted Speed Limit

-  30-MPH
-  35-MPH
-  40-MPH

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community. Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community.

**Speed Limits:
Queen Anne Road (Harwich)**





HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

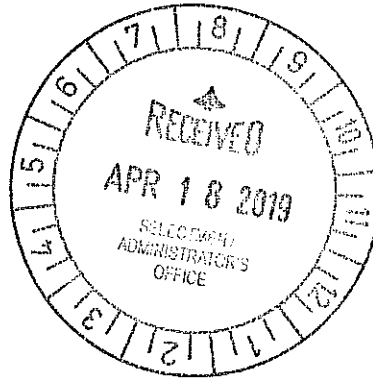
Memorandum

TO: Board of Selectmen
Christopher Clark
Town Administrator

FROM: Kevin M. Considine 
Deputy Chief of Police

DATE: April 17, 2019

SUBJECT: Traffic Plan – Light the Night April 26 – May 5



Mr. Clark and members of the Board. As you know, the Harwich Cultural Center will be participating in the Art Week event, *Light the Night* from April 26th – May 5th from the hours of 7 p.m. – 10 p.m. I have met with Carolyn Carey and Erica Strzepek regarding a request to create a traffic plan during the above dates and times. The purpose of this traffic plan would be to maximize safety and viewing opportunities of those residents and visitors to this Cultural Center event. The Harwich Police Department fully supports this traffic plan.

1. Traffic flow into the Cultural Center will enter one way from South Street (Harwich Elementary School entrance) and will exit via Sisson Road. Vehicles may view the event from the parking lot of the Cultural Center.
2. The police departments digital sign board will be placed on Sisson Road at the Cultural Center driveway announcing the entrance to the event on South Street.
3. The Highway Department has been contacted and will place the appropriate signage and barricades to accomplish this temporary traffic plan.
4. Public announcements will be made to advise the public of this temporary traffic plan for this event.

This traffic pattern will be suspended during the Cranberry Festival Concert on Saturday April 27th.

Sandy Robinson

From: Christopher Clark
Sent: Wednesday, April 17, 2019 2:47 PM
To: Sandy Robinson
Subject: Fwd: Offer Letter
Attachments: Harwich offer letter signed Apr 17 19.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: Joe Powers <josephpowers68@gmail.com>
Date: April 17, 2019 at 1:44:05 PM EDT
To: cclark@town.harwich.ma.us
Cc: Sandy Robinson <srobinson@town.harwich.ma.us>
Subject: Offer Letter

Good afternoon Chris:

As a follow-up to my email last night, attached is a scanned copy of your offer letter with my signature. I will get the original to you as soon as possible for your records.

I look forward to working with you in this role and am excited about working for the Town of Harwich.

I regret that I am unable to be present when the Board of Selectmen discusses this appointment on Monday evening as I will be at Wellfleet Annual Town Meeting.

Again, thank you for your offer of employment. I appreciate the opportunity.

Please do not hesitate to contact me if you need additional information.

Sincerely,

Joe

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

April 16, 2019

Mr. Joseph F. Powers
15 Katies Pond Lane
Harwich, MA 02645

Dear Mr. Powers:

We would like to offer you the position of Assistant Town Administrator for the Town of Harwich. I look forward to your positive contributions to our community.

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on April 22, 2019. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed.
- Your employment is contingent upon a successful background and C.O.R.I. check.
- Your probation period is six months from the date of employment

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

Your position title will be Assistant Town Administrator and your starting date is May 20, 2019. Your starting salary will be \$102,041 (Grade M-7, Step 6). On July 1, 2019 this salary will be adjusted to \$109,351 (Grade M-7 step 6). You will be eligible for a step increase on or before July 1, 2020 after a positive evaluation.

Again, we are delighted that you are joining the Town's professional staff. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Christopher Clark
Town Administrator

Joseph F. Powers

April 17, 2019
Date

CC: Board of Selectmen
Town Treasurer/Collector
Town Accountant/Finance Director

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 6, 2019	Petitioner	TA Recom.	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other
							\$ 53,360,608	\$ 3,587,074	\$ -		\$ -	\$ 13,180,760	\$ -
	A&A 7-0-0	1		Town Officers & Comms	Customary								
	A&A 7-0-0	2		Reports of Town Officers & Committees	Customary								
	A&A 5-2-0	3		Elected Officials Salaries	Customary								
	A&A 9-0-0	4		Town Operating Budget	BOS	\$ 39,593,836	\$ 23,479,714	\$ 140,240	\$ 553,700	\$ 720,295		\$13,180,760	\$ 1,519,127
	A&A 8-0-0	5		MRSD Budget	MRSD/Supt	\$ 26,643,415	\$ 26,244,621	\$ 398,794			\$ -		
	A&A 7-0-0	6		CCRTS Budget	Supt	\$ 2,332,198	\$ 2,332,198						
	A&A 9-0-0	7		Water Dept Budget	Water Com	\$ 4,327,978				\$ 4,327,978			
	A&A 8-0-0	8		Wastewater/Sewer Budget	TA/BOS	\$ 225,000	\$ 125,000	\$ 100,000					
	A&A 6-1-0	9		Adopt the Capital Plan	BOS								
	A&A 7-0-0	10		Lease Purchase	BOS	0							
	A&A 7-0-0	11		Capital Items from Free Cash	BOS	\$ 136,874	\$ -	\$ 136,874					\$ -
	A&A 5-2-0	12		Facility Maintenance & Repair Fund	BOS	\$ 774,750		\$ 774,750					
	NRPFI 7-0-0	13		Fund the Snow & Ice Deficit for FY18	BOS	\$ 325,000		\$ 325,000					
	NRPFI 7-0-0	14		Fund Shortfalls in Budget Transfers for FY19	TA & FD	\$ -		\$ -					\$ -
	A&A 7-0-0	15		Purchase/Replace Mini Excavator Water Dept	Water Com	\$ 50,000				\$ 50,000			\$ -
	A&A 7-0-0	16		Replace Section of Water Main Water Dept	Water Com	\$ 300,000				\$ 300,000	\$ -		
	A&A 7-0-0	17		Replace T1 Main Generator Water Dept	Water Com	\$ 65,000				\$ 65,000			
	A&A 8-0-0	18		Ford F-550 Truck Water Dept	Water Com	\$ 70,000	\$ -			\$ 70,000			
	A&A 7-0-0	19		Purchase Vehicles for DPW	BOS	\$ 395,000		\$ 395,000					
	A&A 4-1-1	20		Lower County Road	BOS	\$ 4,560,475				\$ -	\$ 4,560,475		
	A&A 7-0-0	21		Mobile Lift System	BOS	\$ 90,475		\$ 90,475		\$ 90,475			
	A&A 7-0-0	22		Road Maintenance Program	BOS	\$ 700,000					\$ 700,000		\$ -
	A&A 8-0-0	23		Single Family Dwelling	Planning Board	\$ -		\$ -					
	A&A 8-0-0	24		Free Standing Portable Signs	Planning Board	\$ -					\$ -		
	A&A 8-0-0	25		Retaining Walls for Septic	Planning	\$ -		\$ -					
	A&A 8-0-0	26		Lifting Existing Structures	Planning Board	\$ -					\$ -		
	A&A 7-0-0	27		Update Town's Local Comprehensive Plan	Planning Board	\$ 200,000		\$ 200,000					\$ -
	A&A 7-0-0	28		Fund Library Technology	Library Trustees	\$ 21,323							\$ 21,323
	A&A 7-0-0	29		Landscape Reclamation, Major Tree Removal	Golf Committee	\$ 35,000					\$ -		\$ 35,000

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 6, 2019	Petitioner	TA Recom.	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other
							\$ 53,360,608	\$ 3,587,074	\$ -		\$ -	\$ 13,180,760	\$ -
	NRPFI 8-0-0	51		Federal Immigration Laws	Petitioner								
	IPP 6-2-0	52		Support legislation to change State seal/motto	Petitioner								
	NRPFI 8-0-0	53		Ban single use plastic straws	Petitioner								
	IPP 8-0-0	54		Restrict flavored tobacco	Petitioner								
	NRPFI 8-0-0	55		Require BOS & FC to Record Individual Votes	Petitioner								
	Amend 8-0-0	56		Amend Charter change Selectmen to Select Board	Petitioner								
	IPP 6-2-0	57		Rescind Pet Burial Land	Petitioner								
	A&A 5-1-0	58		Revolving Fund for Pet Burial Ground	Cemetery Comm								
	NRPFI 5-1-0	59		Complete construction of pet burial ground	Cemetery Comm								
	A&A 8-0-0	60		Approve Utility Easements for Fire Station II	Admin								
	A&A 6-1-0	61		Harwich Affordable Housing Trust Fund	BOS								
	A&A 8-0-0	62		Amend By-law Revolving Funds	FD, Golf & Cemetery								
	A&A 8-0-0	63		Rescind Capital Infrastructure Revolving	FD								
	A&A 8-0-0	64		Rescind Golf Restaurant Revolving	FD								
	A&A 8-0-0	65		Authorize Departmental Revolving Funds Spending Limits	FD								
	NRPFI 8-0-0	66		Stabilization Fund	BOS	\$ 384,000		\$ 384,000					
	NRPFI 8-0-0	67		OPEB Trust Fund	BOS	\$ 500,000		\$ 500,000					
	NRPFI 8-0-0	68		Prior Year Unpaid Bills	FD	\$ 1,000		\$ 1,000	\$ -				
	A&A 8-0-0	69		Herring Fisheries	BOS								
		70											
		71											
		72											
		73											

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: <u>Town of Harwich</u> (and db/a):		COMMONWEALTH DEPARTMENT NAME: <u>Executive Office for Administration and Finance</u>	
Legal Address: (W-9, W-4,T&C): <u>732 Main Street, Harwich, MA 02645</u>		Business Mailing Address:	
Contract Manager: <u>Chris Clark, Town Administrator</u>		Billing Address (if different):	
E-Mail: <u>cclark@town.harwich.ma.us</u>		Contract Manager: <u>Sean Powers</u>	
Phone: <u>508-764-5405</u>	Fax:	E-Mail: <u>powersse@dor.state.ma.us</u>	
Contractor Vendor Code: <u>VC6000191987</u>		Phone: <u>617-626-2345</u>	Fax:
Vendor Code Address ID (e.g. "AD001"): <u>AD001</u> (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s):	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>50,000</u> .			
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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ 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: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 154 of the Acts of 2018, Section 2, Item 1599-0026, to the Town of Harwich for the costs associated with exploring regional opportunities in waste water planning among jointly shared watersheds of the towns of Harwich, Dennis, Yarmouth and Barnstable.			
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 <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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>two (2) years from the signing date of the contract</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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>Sean Cronin</u>	
Print Title: _____		Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

CONTRACT END DATE

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject to Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

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"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement,”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Harwich [“Grantee,] acting through its Town Administrator.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed **\$50,000** authorized under Chapter 154 of the Acts of 2018, Section 2, Item 1599-0026 [“Act,] to the Town of Harwich for the costs associated with exploring regional opportunities in waste water planning among jointly shared watersheds of the towns of Harwich, Dennis, Yarmouth and Barnstable. [“Project,].

EOAF agrees to make the funds [“EOAF Grant,] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF to the Town of Harwich for the costs associated with exploring regional opportunities in waste water planning among jointly shared watersheds of the towns of Harwich, Dennis, Yarmouth and Barnstable including:

1.1

Task 1 – DHY Clean Waters Community Partnership (Budget: \$40,000; ~200 hours)

Objective: Provide technical support for the DHY community partnership discussions.

CDM Smith currently serves as the Comprehensive Wastewater Management Plan (CWMP) consultant for each of the three communities, Dennis, Harwich, and Yarmouth, and as the facilitator for the DHY Clean Waters Community Partnership. CDM Smith will continue in this role for the further advancement of the DHY discussions by providing technical support and recommendations for refining the independent wastewater management plans previously either approved or being reviewed by applicable regulatory bodies. Details of this task are defined below:

Task 1.1 – Coordinate and Facilitate DHY Partnership

- CDM Smith will continue to refine regional wastewater alternatives and related costs for the individual town’s wastewater management plans per the DHY Community Partnership scenario. Costs will be planning level estimates to be utilized for alternatives analysis, for evaluation of various flow alternatives, and for regional planning. This will also include finalization of the

phasing plans within each town and for aligning those phases with the community partnership scenario.

- CDM Smith will assist with filing the Special Legislation required to form a Regional Wastewater District for the towns of Dennis, Harwich, and Yarmouth. CDM Smith will work with area State Representatives and Senators, to discuss the process and schedule.
- CDM Smith will continue to help in the drafting of the District Agreement between the three towns.

Task 1.2 – DHY Community Partnership Meetings and Public Outreach

- CDM Smith in will prepare draft agendas and summary minutes of meetings conducted in regard to development and implementation of the wastewater district.
- CDM Smith estimates the following meetings will take place to further the development and implementation of the regional wastewater district:
 - 4 to 5 Subcommittee/Negotiation meetings with the three towns;
 - Two to Three Community meetings to provide an update of status and the intended approach;
 - Three individual town meetings (one each in Dennis, Harwich, and Yarmouth);
 - Two agency/ regulatory meetings including, MassDEP, State Representatives, and the Cape Cod Commission to discuss District implementation issues and development of potential watershed permits for the District.
- Assist with other outreach opportunities as identified by the Towns throughout the project. This may include newspaper articles or press releases, social media, website enhancement, emails to stakeholders or interested parties, brochures, posters or other informational materials, etc. Efforts for preparation for community meetings will also be included in this task.

Task 1.3 – Project Management

- Project Management: Produce monthly progress reports documenting the status of the project and work completed and submit with monthly invoices and any related grant reporting documents.

Task 2 – Barnstable-Yarmouth Community Partnership Discussions (Budget: \$10,000; ~50 hours)

Objective: To support and coordinate meetings between the Towns of Yarmouth and Barnstable in order to determine if a Community Partnership scenario to address wastewater and effluent recharge issues is the best approach for these towns and if so to develop an Inter-Municipal Agreement (IMA) suitable for implementation.

If Yarmouth joins the potential DHY Community Partnership option then it may have additional effluent recharge capacity at a site known as the Buck Island Road site. This was to be utilized as their treatment plant and effluent recharge site for their own in-town solution but would not be needed in the DHY scenario. This site is also located in West Yarmouth and so provides a closer proximity to Barnstable who is in need of effluent recharge capacity.

Task 2.1 – Alternatives Refinement and Governance Models

- CDM Smith will meet with representatives for Yarmouth and Barnstable to refine regional wastewater alternatives and related costs for Barnstable to treat a certain amount of wastewater conveyed from West Yarmouth and to consider a certain amount of effluent to be recharged at the Buck Island Road site. Planning level cost estimates to be utilized to develop phasing and timing of implementation for these options.
- The recent Chatham and Harwich IMA has been proposed by CDM Smith as a template to start from as it has several similarities. However, research into other alternative governance models and/or IMAs that have been established will be conducted for potentially applicable components and success factors that could apply to Yarmouth and Barnstable, should the communities decide to move forward with a partnership.

Task 2.2 – B-Y Partnership Meetings and Public Outreach

- CDM Smith will prepare draft agendas and summary minutes of meetings conducted in regard to development and implementation of the wastewater community partnership and potential IMA.
- CDM Smith estimates the following meetings will take place to further the development and implementation of the regional wastewater district:
 - 1 to 2 Subcommittee/Negotiation meetings with the two towns;
 - 1 to 2 Community meetings to provide an update of status and the intended approach;
 - One agency/ regulatory meetings including, MassDEP, State Representatives, and the Cape Cod Commission to discuss IMA implementation issues and development of potential watershed permits for this scenario.
- Assist the two communities with outreach opportunities as identified by the Towns throughout the project. This may include newspaper articles or press releases, social media, website enhancement, emails to stakeholders or interested parties, brochures, posters or other informational materials, etc. Efforts for preparation for community meetings will also be included in this task.

*****All project SCOPes must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 154 of the Acts of 2018, Section 2, Item 1599-0026, Section 2, Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$50,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than June 30th, 2020. Grantee will forfeit any remaining award unused after no later than June 30th, 2020. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy,, of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State,") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information," form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Town of Harwich Ad Hoc Harwich Port Parking Committee

Background In recent years the Village of Harwich Port has experienced municipal parking problems which have impacted local public ways. These problems are not uniformly felt throughout the area during all times or seasons. Nonetheless, the problem is cause for concern for the local residents and businesses worrying about parking availability and safety as parked cars overflow onto local roads and private parking facilities.

Ad Hoc Committee membership and terms. The committee shall consist of 7 members as follows: The Town Planner, The Chamber of Commerce Executive Director, Two (2) members of the local business community, and Three (3) local residents. As this is not a standing committee, appointments thereto shall not exceed August 31, 2019, prior to which recommendations shall be developed, presented and discussed with the Board of Selectmen.

Charge. The committee shall explore the most impacted areas of Harwich Port. When studying the scope of the problem, the committee shall give due consideration to stress factors, including seasonal variations in parking patterns, changes to parking patterns in the daytime versus the night and event-driven parking. In the course of considering recommendations, the committee shall explore alternate municipal parking availability throughout all the Villages of Harwich, efficient short term movement of people via vans, trolleys or bus accommodations, bicycling and/or walking from remote parking sites and seasonal parking time limits and/or fees. As part of the problem is caused by the increasing popularity of Harwich Port as a resort and its vibrant dining and shopping options, due consideration must be given to solutions which will not impede such activities but rather make them integrate better into daily life.

Meetings and Recommendations. The committee shall meet at sufficient intervals to submit a report no later than May 15th of 2019, but shall meet no less than once a month to that end. Periodic status reports shall be made to the Board of Selectmen at no less than 60 days intervals.

INTERVIEWS – Wednesday, October 17, 2018 – 9:00 am

<u>TIME</u>	<u>APPLICANT:</u>	<u>VACANCY</u>	<u>Recommendations</u>
9:00 am	Tom Johnson	Harwich Port Parking Committee 2 – local businesses 3 – local residents	Hold
9:15 am	Mike Ulrich	Harwich Port Parking Committee 2 – local businesses 3 – local residents	Full Ad Hoc Business Member Term to Expire May 15, 2019
9:30 am	Al Donoghue	Harwich Port Parking Committee 2 – local businesses 3 – local residents	Full Ad Hoc Resident Member Term to Expire May 15, 2019
9:45 am	John Mahan	Harwich Port Parking Committee 2 – local businesses 3 – local residents	Full Ad Hoc Resident Member Term to Expire May 15, 2019
10:00 am	Joy Jordan	<u>Harwich Youth Services</u> 2 full member vacancies 3-year terms	Full Member Term to Expire June 30, 2019
10:15 am	Ginny Hewitt	<u>Harwich Center Initiative</u> 7 full vacancies – 3-year over lapping terms	Full Ad Hoc Member Term to Expire Dec 31, 2019
10:30 am	Angelo Kyriakides	<u>Historic District/Historical Commission</u> 3 Associate vacancies	Associate Member Term to Expire June 30, 2020
10:45 am	Joe McParland, Jr.	<u>Affordable Housing Trust</u> 3 members from the community (2 filled)	Hold

From October 3, 2018 Interview – Recommend Brendan Lowney Affordable Housing Trust Full Member Term to Expire June 30, 2019

Sandy Robinson

From: Christopher Clark
Sent: Friday, April 19, 2019 8:18 AM
To: Sandy Robinson
Subject: FW: Project Intake Tool Notification – SRTS Submitted
Attachments: SRTS Grant Estimate.pdf; Harwich Board of Selectmen SRTS Letter of Support.pdf; Monomoy Regional School Committee, SRTS Letter of Support.pdf

From: Oldach, Mary [mailto:moldach@monomoy.edu]
Sent: Tuesday, January 08, 2019 8:03 PM
To: Budzynkiewicz, Emily (DOT) <emily.budzynkiewicz@state.ma.us>; Chris Nickerson <cnickhighway@comcast.net>; Christopher Clark <cclark@town.harwich.ma.us>; Kathleen Isernio <kisernio@monomoy.edu>; Link Hooper <lhooper@harwichdpw.com>; Mark Holmes <mholmes@harwichpolice.com>; Sandy Robinson <srobinson@town.harwich.ma.us>; Scott Carpenter <scarpenter@monomoy.edu>; Steven Tupper <stupper@capecodcommission.org>; Tambollo, Leah <ltambollo@monomoy.edu>
Subject: Fwd: Project Intake Tool Notification – SRTS Submitted

Hello everyone,

Our Safe Routes to School Grant application was submitted today. Many thanks to everyone for the collaborative, community effort in pulling together the different aspects of this application in a short time frame! I have been told that we should hear something by the end of the month, I will keep everyone in the loop.

Fins up,
Mary

Mary Oldach, M.Ed.
Principal, Harwich Elementary School
508-430-7216

----- Forwarded message -----

From: Oldach, Mary <moldach@monomoy.edu>
Date: Tue, Jan 8, 2019 at 7:57 PM
Subject: Fwd: Project Intake Tool Notification – SRTS Submitted
To: <cassandra.gascon@state.ma.us>

Hello Cassandra,

I have submitted the SRTS infrastructure grant application for Harwich Elementary School and the Town of Harwich. In addition to the application, I am attaching the following documents as additional information for the application:

- Letter of Support - Monomoy Regional School District
- Letter of Support - Board of Selectmen, Town of Harwich
- SRTS Grant Estimate

Please also note that when the application is saved on MaPIT, all punctuation marks are lost (lest you think that I am an elementary principal without basic writing skills!).

Many thanks for this opportunity to improve the walking infrastructure in our community for the benefit of our students and families.

Please let me know if you have any questions.

Most sincerely,
Mary

Mary Oldach, M.Ed.
Principal, Harwich Elementary School
508-430-7216

----- Forwarded message -----

From: <Dot.gisservices@dot.state.ma.us>

Date: Tue, Jan 8, 2019 at 7:42 PM

Subject: Project Intake Tool Notification – SRTS Submitted

To: <moldach@monomoy.edu>

Your application for Massachusetts Safe Routes to School (SRTS) infrastructure project funding has been successfully submitted. Your application is now under review.

If there are questions regarding your application, a member of the SRTS Program Team will be in touch via email or phone. Successful applicants will be invited to continue on to the next step of the application process. You will receive an email when a decision has been made regarding your application.

If you have questions, please contact SRTS@dot.state.ma.us.

Thank you,
Massachusetts SRTS Team

SAFE ROUTES TO SCHOOL GRANT ESTIMATE

<u>PARALLEL STREET (NEW CONSTRUCTION)</u>		1,050 L.F.
VERTICAL FACED GRANITE (L.F.)		
1,050 L.F.	\$40.00	\$42,000.00
BITUMINOUS ASPHALT SIDEWALK (SQ.YD.)		
583 SQ.YDS.	\$45.00	\$26,235.00
ADA COMPLIANT PEDESTRIAN RAMPS (EA)		
4 RAMPS	\$1,000.00	\$4,000.00
RELOCATED/NEW DRAINAGE SYSTEMS (EA)		
4 SYSTEMS	\$5,800.00	\$23,200.00
UNCLASSIFIED EXCAVATION (CU.YD.)		
700 CU.YDS.	\$20.00	\$14,000.00
LANDSCAPE (SQ.YDS.)		
233 SQ.YDS.	\$7.00	<u>\$1,631.00</u>
TOTAL		\$111,066.00
 <u>SISSON ROAD, SOUTH STREET AND MAIN STREET (RECONSTRUCTION)</u>		 8,705 L.F.
VERTICAL FACED GRANITE (L.F.)		
1,350 L.F.	\$40.00	\$54,000.00
BITUMINOUS ASPHALT SIDEWALK (SQ.YD.)		
4,836 SQ.YDS.	\$45.00	\$217,620.00
ADA COMPLIANT PEDESTRIAN RAMPS (EA)		
24 EA.	\$1,000.00	\$24,000.00
RELOCATED/NEW DRAINAGE SYSTEMS (EA)		
6 SYSTEMS	\$5,800.00	\$34,800.00
UNCLASSIFIED EXCAVATION (CU.YD.)		
1,290 CU.YDS	\$20.00	\$25,800.00
RETAINING WALL (SQ.FT.)		
1,200 SQ.FT.	\$35.00	\$54,000.00
PUSH BUTTON SOLAR PEDESTRIAN CROSSING LIGHTS (EA.)		
4 LIGHTS	\$6,000.00	\$24,000.00
LANDSCAPE (SQ.YDS.)		
5,800 SQ.YDS	\$7.00	<u>\$40,600.00</u>
TRIANGLE TOTAL		\$474,820.00
PARALLEL STREET TOTAL		<u>\$111,066.00</u>
PROJECT TOTAL		<u><u>\$585,886.00</u></u>

Monomoy Regional School District

Dr. Scott Carpenter
Superintendent

Marc Smith
Director of Curriculum

Melissa Maguire
Director of Student Services



Kathleen Isernio
Business Manager

Donald C. Mercure
Treasurer


December 13, 2018

The School Committee for Monomoy Regional School District wholeheartedly endorses the Safe Routes to Schools Grant application on behalf of Harwich Elementary School and the Town of Harwich. The grant application focuses on improvements to an existing, but inadequate, sidewalk network around the Harwich Elementary School. The existing routes are on Main Street which connects our Harwich Center area, South Street in which the school itself is located and Sisson Road which is also known as state Route 39. This area connects the elementary school to the Harwich Center area which includes Town Hall, the town's public library, several recreational assets, connection to the rail trail, public safety facilities and various restaurants and other businesses.

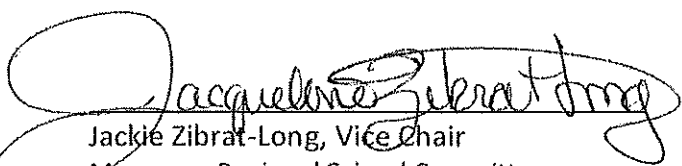
The School Committee's concern is primarily for the safety of schoolchildren who currently utilize an aged and incomplete sidewalk network. The current network in many areas have sidewalks that are only 3 feet wide made of various materials with virtually no updated Americans with disability act features. This condition leads to concerns when mixed with the intersection of two state numbered routes route 124 and route 39. The mixing of numerous vehicles with school-age children walking along sidewalk networks that are inadequate are of great concern. The grant will also facilitate children who may require wheelchair or other device assistance who may not currently feel comfortable trying to traverse this route, to now consider it more so.

Our elementary school is part of the Harwich Center area and allowing for parents, students, teachers and visitors to be able to walk through this corridor with a greater peace of mind and to strongly encourage making the Harwich Center area a more walkable place. This initiative will also facilitate intermodal elements by allowing the greater use of the rail trail which receives heavy bicycle traffic to also have greater connection to the school.

Harwich elementary is one of the most heavily populated schools on Cape Cod which makes it a far greater generator of both vehicular and pedestrian traffic. We welcome and encourage state support for this important grant opportunity.



Donna Richardson, Chair
Monomoy Regional School Committee



Jackie Zibrat-Long, Vice Chair
Monomoy Regional School Committee



732 MAIN STREET, HARWICH, MA 02645

December 18, 2018

To Whom it May Concern:

The Board of Selectmen for the Town of Harwich wholeheartedly endorse the Monomoy Regional School District's Safe Routes to Schools Grant application on behalf of Harwich Elementary School located on South Street. The grant application focuses on improvements to an existing but inadequate sidewalk network around the Harwich Elementary School. The existing routes are on Main Street which connects our Harwich Center area, South Street in which the school itself is located and Sisson Road which is also known as state Route 39. This area connects the elementary school to the Harwich Center area which includes Town Hall, the town's public library, several recreational assets, connection to the rail trail, public safety facilities and various restaurants and other businesses.


The Board of Selectmen's concern primarily for the safety of schoolchildren and other pedestrians who currently utilize an aged and incomplete sidewalk network. The current network in many areas have sidewalks that are only 3 feet wide made of various materials with virtually no updated Americans with Disability Act features. This condition leads to concerns when mixed with the intersection of two state numbered routes Route 124 and Route 39. The mixing of numerous vehicles with school-age children and pedestrians walking along sidewalk networks that are inadequate are of great concern.

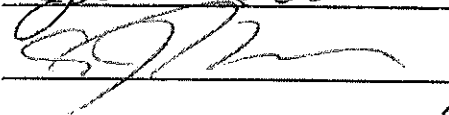
The state support for the town to undergo a significant upgrade to the sidewalk network by allowing for Americans with Disability Act transitions at crosswalks and sidewalks, as well as the widening of the sidewalk network to 5 feet in lieu of the current 3 foot areas will allow for snow clearing operations to be significantly more effective. The grant will also facilitate children who may require wheelchair or other device assistance who may not currently feel comfortable trying to traverse this route to now consider it more so.


Our elementary school is part of the Harwich Center area and allowing for parents, students, teachers and visitors to be able to walk through this corridor with a greater peace of mind and to strongly encourage making the Harwich Center area a more walkable place. This initiative will also facilitate intermodal elements by allowing the greater use of the rail trail which receives heavy bicycle traffic to also have greater connection to the school.

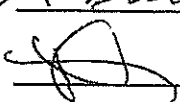
Harwich Elementary is one of the most heavily populated schools on Cape Cod which makes it a far greater generator of both vehicular and pedestrian traffic. We welcome and encourage state support for this important grant opportunity.

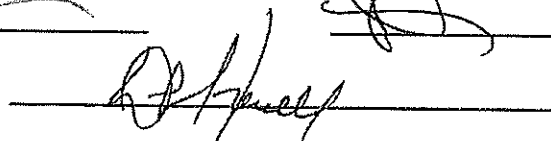
Sincerely,











HARWICH BOARD OF SELECTMEN



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., Chief of Department

David J. LeBlanc, Deputy Fire Chief

Fire Prevention – Inspections

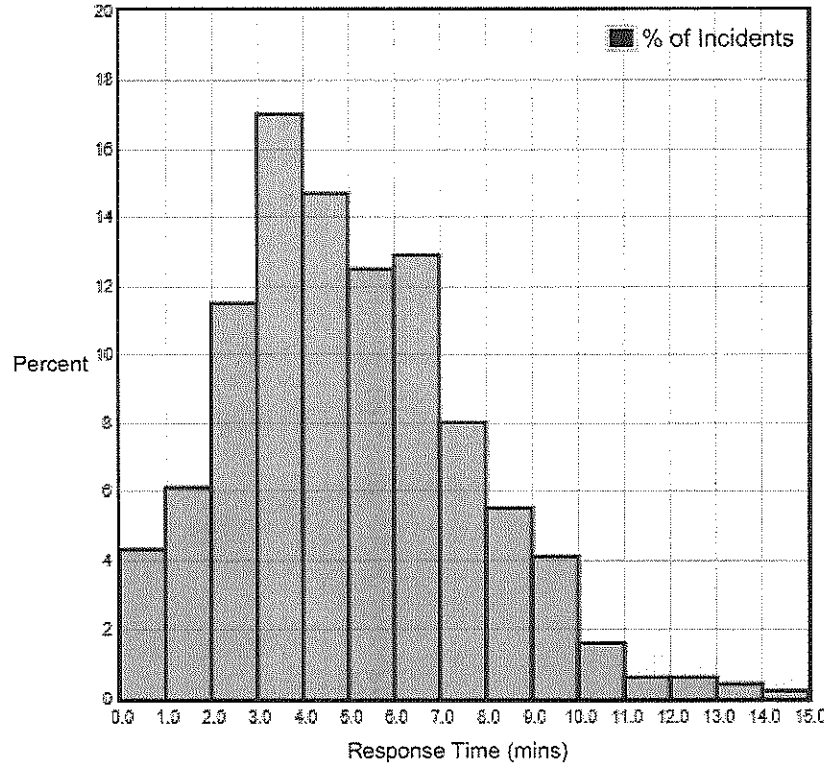
March 2019

Inspection Type	
Resale	32
Annual	6
Final	10
Lockbox	1
Liquid Propane	3
Oil Burner	3
Oil Tank	3
Pre-Inspection	4
Re-Inspection	3
Safety Inspection	2
Town Hall – Plans (hours)	8
Town Hall – Meeting (hours)	4
Tank Truck	
Fire Drills	
Meetings – Misc	3
Joint Inspection	1

Incident Response Time Analysis

Date Range 03/01/2019 to 03/31/2019
 Total # of Runs Fitting Criteria 511 runs
 Average Response Time 4.5 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	22	4.3%
1 mins	31	6.1%
2 mins	59	11.5%
3 mins	87	17%
4 mins	75	14.7%
5 mins	64	12.5%
6 mins	66	12.9%
7 mins	41	8%
8 mins	28	5.5%
9 mins	21	4.1%
10 mins	8	1.6%
11 mins	3	0.6%
12 mins	3	0.6%
13 mins	2	0.4%
14 mins	1	0.2%
15 mins	0	-



 Report Description

[Back To Filters](#)



Incident Type Report (Summary)
 From 03/01/19 To 03/31/19
 Report Printed On: 04/16/2019

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Building fire (111)	5	1.52%	\$40,000.00	\$10,000.00	\$50,000.00	100.00%
Cooking fire, confined to container (113)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Chimney or flue fire, confined to chimney or flue (114)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Passenger vehicle fire (131)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Water vehicle fire (134)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Brush or brush-and-grass mixture fire (142)	3	0.91%	\$0.00	\$0.00	\$0.00	0.00%
Grass fire (143)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish fire, other (150)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
	14	4.23%	\$40,000.00	\$10,000.00	\$50,000.00	100.00%
3 Rescue & Emergency Medical Service Incident						
EMS call, excluding vehicle accident with injury (321)	254	76.97%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	9	2.73%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	3	0.91%	\$0.00	\$0.00	\$0.00	0.00%
High-angle rescue (356)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
	267	80.91%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gas leak (natural gas or LPG) (412)	3	0.91%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	4	1.21%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
	10	3.02%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	10	3.03%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Unauthorized burning (561)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
	17	5.13%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Dispatched and cancelled en route (611)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	3	0.91%	\$0.00	\$0.00	\$0.00	0.00%
	5	1.52%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
System malfunction, other (730)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%

CO detector activation due to malfunction (736)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	9	2.73%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
	16	4.84%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	330			Total Est. Loss:	\$50,000.00	

Search Criteria	
Dates	From 03/01/2019 To 03/31/2019 (mm/dd/yyyy)
Service	Harwich Fire Department
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All

 **Report Description**



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 4/7/19 THROUGH 4/13/19

PATROL

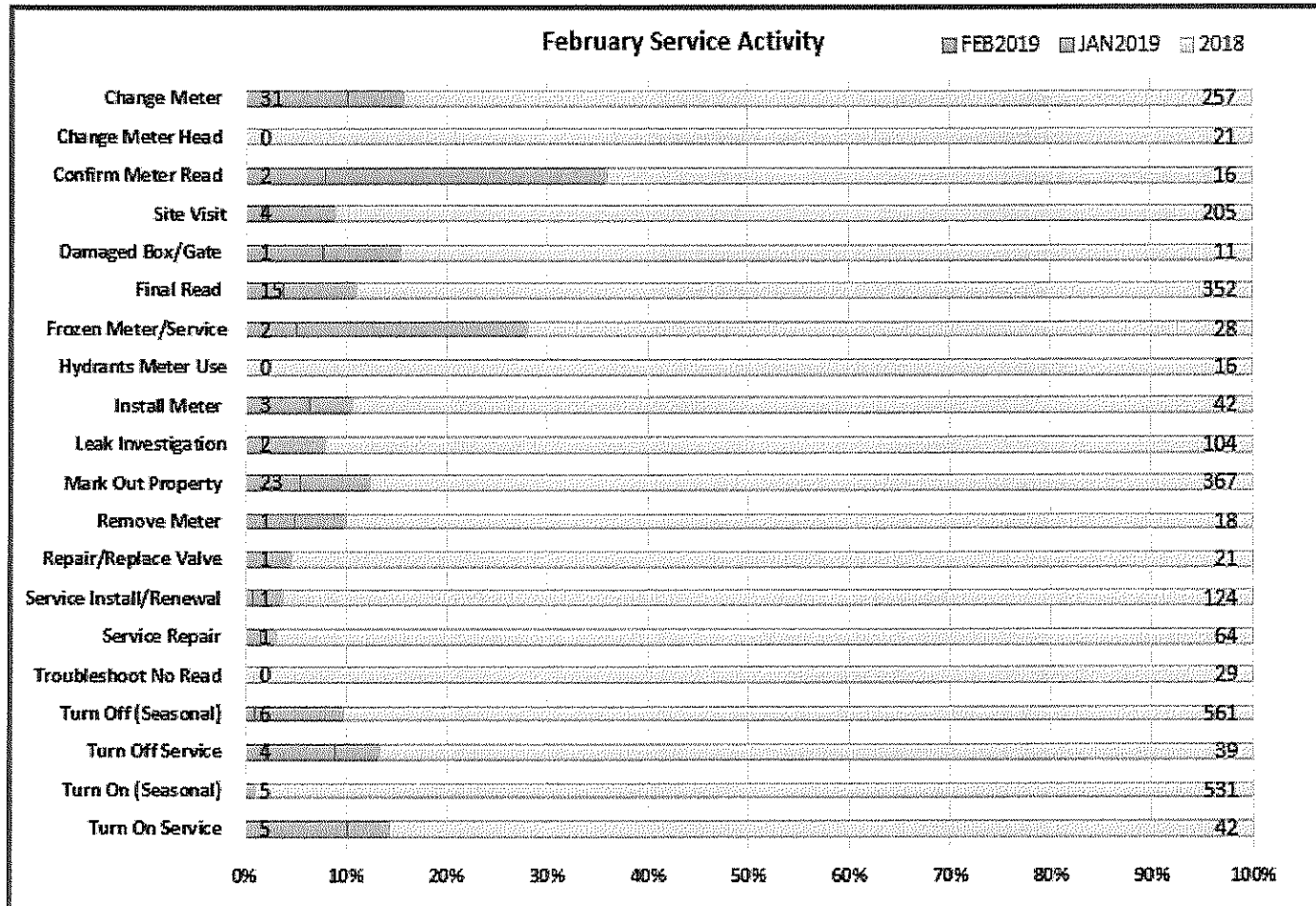
- 346 Calls and patrol-initiated activity logged
 - 8 Arrests
 - 1 Protective Custody (alcohol)
- 39 Traffic Enforcement Assignments completed
- 38 motor vehicle stops resulting in:
 - 19 Verbal warnings
 - 10 Written warnings
 - 2 Criminal complaint
 - 1 Services Rendered
 - 5 Investigations
 - 1 Vehicle Towed
- 8 Motor vehicle accidents investigated

COMMUNITY POLICING / SRO

- Officers participated in Touch a Truck event
- Officers Participated in High Five Event at Elementary School

ADMINISTRATION

- Chief attended a SWAT team leader meeting
- Certification meeting held



**Water Samples
Taken**

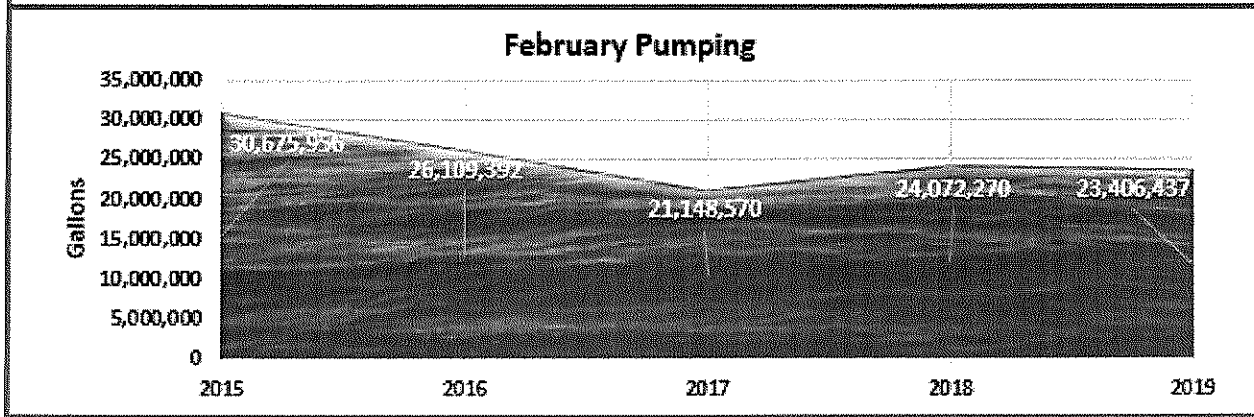
38

**Monthly Change in
Pumping**

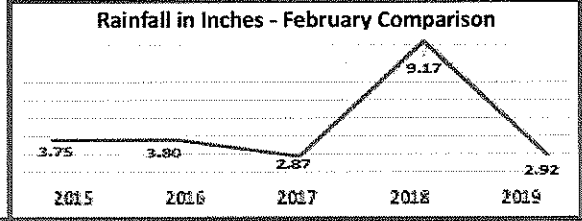
-12.00%

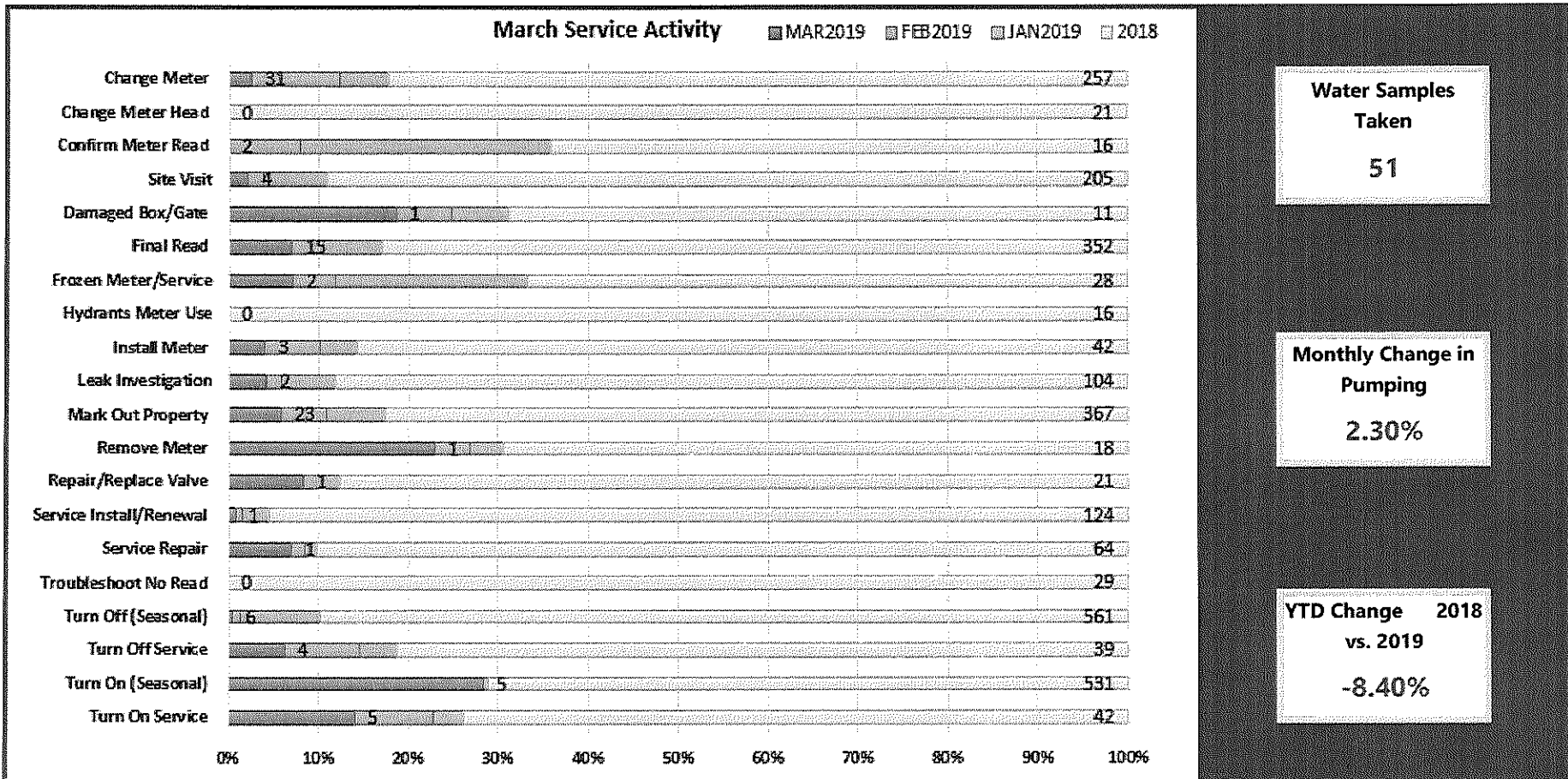
**YTD Change 2018
vs. 2019**

-5.90%



- #### February Calendar Highlights
- 2/5/19 SCADA iFix Training (DP 3-days)
 - 2/12 & 2/25 BOWC Meetings
 - 2/13-15/19 Test Meter Reading-MUNIS v11.3
 - 2/28/19 Tier II Report Submittal

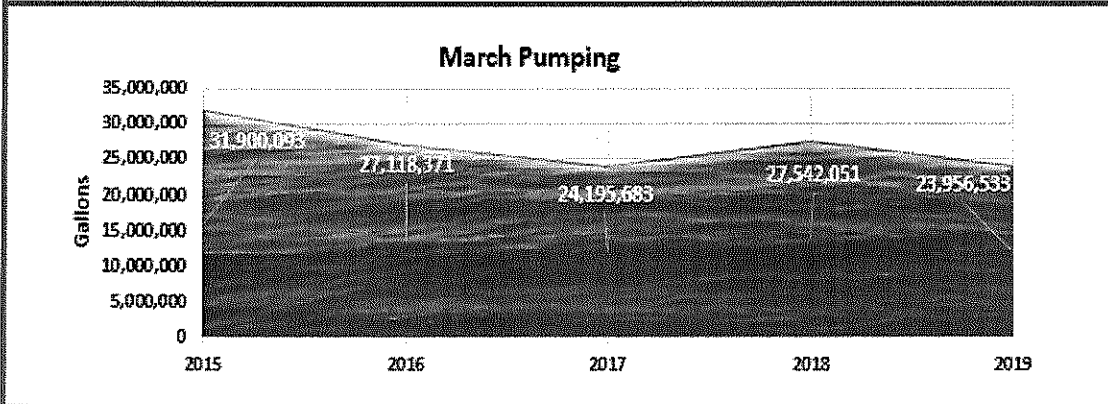




Water Samples Taken
51

Monthly Change in Pumping
2.30%

YTD Change 2018 vs. 2019
-8.40%



March Calendar Highlights

Budget Meeting w/BOS/FinCom	Mtg w/Legal Counsel RE lawsuit
Wastewater Mtgs (3) & Bid Review	BOWC Meetings (2)
UCMR Sampling	FinCom Member Tour

