

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:10 P.M.

Regular Meeting 6:30 P.M.

Monday, April 29, 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 – (1) Pursuant to MGL, c.30A, Sec. 21(2) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the town – Use of Sick Bank; and (2) 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 (**Approval of Executive Session Minutes April 8, 2019**)

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

A. Minutes:

1. February 25, 2019 – Regular Session
2. April 16, 2019 – Regular Session
3. April 8, 2019 – Executive Session

B. Vote to approve a new Registrar with a 3-year term to begin on July 1, 2019

C. Approve application from the American Lung Association for a license/permit to hold the 35th Annual Autumn Escape Bike Trek on Saturday, September 28, 2019 from 10:00 – 2:00 p.m.

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

A. Public Hearing – New Application for Seasonal, Common Victualler, Wine & Malt Beverages License by Dockside Seafood Shack, 715A Route 28, Joseph Griffiths, Manager

B. Public Hearing – Application for Alteration of Premises to Liquor License for Perks, 545 Route 28, Taylor Powell, Manager

VIII. NEW BUSINESS

A. Request for use of Sick Bank by Police Chief

B. Approval of the Memorandum of Understanding between the Cape Light Compact and the Town of Harwich for regional energy planning assistance – *vote to sign*

C. Authorize Town Administrator to act as signatory for the Green Communities Designation Grant Program – *Approval and authorize the Chair to sign*

D. Confirmation of job descriptions and re-classification:

1. Assistant to the Fire Chief
2. Assistant to the Police Chief
3. Assistant Water Superintendent – new HEA grade

E. Draft Municipal Vulnerability Preparedness Program application and support letter

IX. CONTRACTS

X. OLD BUSINESS

A. Submission of requested information relative to Harwich Inn and Tavern entertainment

B. Selectmen's Article Assignments

XI. TOWN ADMINISTRATOR'S REPORTS

A. SRTS Infrastructure Project Funding Program Application information

B. Cape Cod Municipal Health Board appointment

C. 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:

Sandra Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
April 25, 2019

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 25, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Superintendent Carpenter, Katie Isernio, John Rendon, Jack Brown, and others.

WEEKLY BRIEFING

No one appeared before the Board.

PUBLIC COMMENTS/ANNOUNCEMENTS

No one appeared before the Board.

CONSENT AGENDA

- A. Minutes:
 - 1. February 25, 2019 Regular Session
 - 2. March 4, 2019 Regular Session
- B. Approve the recommendation of the Town Administrator relative to a Public Hearing for a Dangerous Dog held on Wednesday, March 13, 2019
- C. Approve the request of money from the Cable Fund in the amount of \$7,170 for the for the purchase of hearing room furniture to be placed in a newly designated hearing room space at the Harwich Community Center formerly the Channel 18 Studio

Mr. McManus moved approval of Items A and C. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. McManus moved approval of Item B. Mr. Ballantine seconded the motion. Mr. Clark took questions from Mr. Howell on this item. The motion carried by a 3-0-1 vote with Mr. Howell abstaining from the vote.

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

- A. Monomoy Regional School District
 - 1. Budget / reductions
 - 2. Breakdown of Administrative Staff

Superintendent Carpenter and Ms. Isernio provided a Power Point presentation and reported on these items and took questions and comments from the Board. They discussed the areas where the budget was trimmed by \$150,000. With regard to Item 2, they provided a comparative look compared to other school districts. Superintendent Carpenter reported that there is a 2.6% increase in budget and 4.04% increase in assessment. Mr. Howell mentioned that he had still not received the information relative to their overhead expenses for the last 5 years.

NEW BUSINESS

A. Request to increase the Recreation Department spending cap for the current fiscal year

Ms. Coppola noted that the Board can increase the cap. At Mr. Beebe's request, Mr. Ballantine moved to increase the cap from \$125,000 to \$175,000 for the remainder of this fiscal year for the Recreation Department. Mr. McManus seconded the motion. The motion carried by a unanimous vote.

CONTRACTS

A. Saquatucket Marina Snack Shack Contract

Mr. Clark outlined the bid process and took questions from the Board. Mr. Howell suggested that they should have had a pre-bid conference. They discussed control of the liquor serving area and Mr. Rendon said there needs to be clear signage. Mr. Griffiths said he will be at the location at least 45-50 hours per week as his brother-in-law manages his other location. Mr. Ballantine moved to approve the lease with Dockside Seafood Shack LLC and authorize the Town Administrator to sign. Mr. McManus seconded the motion and the motion carried by a 3-1-0 vote with Mr. Howell in opposition noting that he had too many concerns.

OLD BUSINESS

A. Sewer Pump Follow-up

Mr. Pelletier said he gathered information from other towns on this subject and most of the operators worked in systems that had multiple types of pumps but he focused on the submersible stations and suction lift. He said the overall opinion he got from all of the operators was that submersible stations were good. He noted that each department had varying methods of maintaining their systems. He said the preference was to build the system with suction lift with pros being a cleaner environment and quicker repair but they are louder than a submersible pump. He noted that they were less likely to have a repair call for suction lift pumps. He stressed that a lot of them were perfectly fine with their submersible stations. Mr. Clark said consideration must be given to what the operator recommends and in this case he has indicated that suction lift might be better but we have to look at what footprint this is going to be in the neighborhood. The Board discussed Mr. Pelletier's findings. Mr. Howell said he looks to the people who are going to operate this. Mr. Clark indicated that he needs to take into account CDM Smith's expertise in this area. Mr. Pelletier said we should put in one of each in Phase 2 and this is a good opportunity to explore both options and then do what's best for Phase 3. Mr. Clark said they have to be careful what it looks like in the neighborhood and Mr. Ballantine agreed and said he was comfortable with this. There was discussion about the suction lift being substantially larger than the submersible. Mr. Clark noted that we are still waiting for approval on the design plan from the regulators. He said he would recommend making one of the four locations a suction lift. There was no vote on this item but there was consensus that this was the plan moving forward.

B. D/H/Y Agreement revised language – *vote to approve*

Mr. Howell urged the Board to support this. Mr. Ballantine said it is critical to move the process forward. Mr. McManus moved that we approve the additional text to the DHY agreement as presented in our agenda packet tonight. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

C. Budget Reductions / Tax Impact on Revised Comprehensive Wastewater Management Plan – Carol Coppola

Ms. Coppola provided a Power Point presentation on the above item and took questions and comments from the Board. Mr. Ballantine moved to accept the proposed budget amendments in tonight's packet. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

WARRANT ARTICLES – REVIEW RECOMMENDATIONS

A. Finance Committee Recommendations

Mr. Clark noted that this item is informational only.

B. Budget Articles (1-37)

Mr. McManus moved to support the currently amended Town Operating Budget. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support the proposed Monomoy Regional School District budget as amended. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support the Cape Cod Regional Technical School budget as proposed. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support Article 7, the Water Department budget, as proposed. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support the Wastewater/Sewer budget as proposed. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support adoption of the Capital Plan as proposed. Mr. Ballantine seconded the motion. Mr. Howell indicated that he would be voting against this as the pet burial ground is in the Capital Plan. The motion carried by a 3-1-0 vote with Mr. Howell in opposition.

Mr. McManus moved to support Article 10 Approval of the Lease/Purchase Agreements. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support approval of Articles 11 through 14 – Capital Items Funded from Free Cash, Facility Maintenance Repair Fund, Fund the Snow & Ice Deficit, and Fund Shortfalls in Budget Transfers for FY19. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support approval of Article 15 – Purchase/Replace Mini Excavator for Water Department, Article 16 – Pleasant Lake Avenue Replacement of Section of Water Main Entering Tank, Article 17 – Replace the T1 Main Facility Generator and Article 18 – Purchase a 2019 Ford F550 Truck for the Water Department. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support approval of Article 19 – Purchase and Equip Vehicles for DPW, Article 20 – Reconstruction of Lower County Road, Article 21 – Purchase of Mobile Lift System and Article 22 – Road Maintenance Program. Mr. Howell asked to remove Article 20 from the motion and Mr. McManus amended his motion as such. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support adoption of Article 20 – Reconstruction of Lower County Road. Mr. Ballantine said he would prefer to wait until Mr. Hooper comes in to discuss priorities. The Board agreed to bring this item back.

Mr. McManus moved to approve support of Article 23 – Single Family Dwelling with Accessory Apartment, Article 24 - Freestanding Portable signs, Article 25 - Retaining walls for septic systems, Article 26 - Special Provisions for Lifting Existing Structure to New and Appropriate Elevations, and Article 27 - Provide funding for an Update of the Town's Local Comprehensive Plan. Mr. Ballantine seconded the motion. Mr. Clark noted that the Planning Board had favorable votes on all. The Board said they would like to see the Planning Board recommendation on Article 26 and Mr. Clark said he would get a copy of the report. Mr. McManus withdrew his motion. He then moved to approve Article 23 – Single Family Dwelling with Accessory Apartment, Article 24 - Freestanding Portable signs, Article 25 - Retaining walls for septic systems, and Article 27 - Provide funding for an Update of the Town's Local Comprehensive Plan and recommend that they be adopted. Mr. Ballantine seconded the motion and the motion carried by a 3-0-1 vote with Mr. Howell abstaining from the vote. Mr. Howell said he is waiting for the report. Mr. McManus moved to refer Articles 23 through 27 to the Charter and By-Law Review Committee. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to recommend adoption of Article 28 Fund Library Technology. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to recommend adoption of Article 29 Landscape Reclamation at Cranberry Valley Golf Course and Article 30 Bunker Renovation at Cranberry Valley Golf Course. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to take a position supporting Article 32 Cemetery Arboretum Project Mapping and Software. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

C. Article 31 - Cemetery Rules and Regulations

Mr. McManus moved to adopt Article 31 Amendments to Cemetery Rules and Regulations. Mr. DeCosta said the Finance Committee will be recommending more changes. Mr. McManus

withdrew his motion and moved to take no action as we are waiting further information. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

D. Article 61 – Affordable Housing Trust

The Board heard a presentation from Ms. Aldana and Ms. Deegan of Community Development Partnership on this article and Mr. Clark provided an overview of the parcels. Mr. Howell moved to support the article. Mr. Ballantine seconded the motion and the motion carried by a 3-0-1 vote with Mr. McManus abstaining from the vote.

E. Article 66 - Stabilization

Mr. Ballantine moved to support Article 66 Stabilization. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

F. Article 67 - OPEB (Other Post Employment Benefits)

Mr. Ballantine moved to support Article 67 OPEB Trust Fund. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

G. Article 68 - Fund Prior Year's Unpaid Bills

Mr. Ballantine moved to support Article 68 Fund Prior Year's Unpaid Bills. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

H. Article 69 - Herring Fisheries

Mr. Ballantine moved to support Article 69 Herring Fisheries. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

A. Safe Routes to School Infrastructure Project Finding Program

Mr. Clark said he would be bringing forward a formal letter of support.

B. \$50,000 D/H/Y Grant

Mr. Clark said the state is seeking the application which he believed to be already sent in. He said he is looking into it.

C. \$521,925 OPEB reimbursement for Insurance Expenses

Mr. Clark said as part of Cape Cod Municipal Group we are receiving this reimbursement which will be going to the OPEB Trust but it does need Town Meeting vote.

D. Preliminary Impact on Plastic Bottle Ban

Mr. Clark said he has asked the department heads to look at this and the Fire Department has indicated that it is critical to serve bottled water for Emergency Management purposes. He added that Link Hooper was concerned that this may include other beverages and they do prepare meals during snow removal using plastic bottles.

E. Departmental Reports

There was no discussion on this item.

ADJOURNMENT

Mr. Ballantine moved to adjourn at 8:48 p.m. Mr. McManus 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 16, 2019
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Carolyn Carey, Erica Strezpek, Alexander Donoghue, Cyndi Williams, Michael Ulrich, Patrick Otton, and others.

Chairman Kavanagh reported that the Board just came out of Executive Session to approve Executive Session minutes where they approved Items 1 and 2 below and are holding the minutes of April 8, 2019.

Approval of Executive Session Minutes:

1. 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 Conservation Restriction **(3/04/19)**
2. Pursuant to M.G.L. c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – Manager’s Union Contract **(4/01/19)**
3. 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 **(4/08/19)**

WEEKLY BRIEFING

Carolyn Carey and Erica Strezpek discussed upcoming Art Week events at the Cultural Center with the Board. Ms. Carey requested that the Board allow the entrance from South Street to be one way for their Light Up The Night event to help with traffic. Mr. Howell moved that at the recommendation of staff that we approve the one way street for the festivities as recommended. Mr. MacAskill objected as it was not on the agenda. The Board agreed to put this on the agenda.

PUBLIC COMMENTS/ANNOUNCEMENTS

Cyndi Williams noted that tickets are still available for the Toast of Harwich. Pat Bertchy of the Alzheimers Family Support Center explained that they offer free support for families dealing with dementia and left flyers describing the agency. She noted that there will be an Alzheimer’s Walk on May 11th and described the event.

CONSENT AGENDA

A. Minutes:

1. March 11, 2019 Regular Session
2. March 18, 2019 Regular Session
3. Executive Session Minutes – March 4, 2019
4. Executive Session Minutes – April 1, 2019

5. Executive Session Minutes – April 8, 2019

- B. Approve one-day Wine and Malt License for April 27, 2019 for Cranberry Festival event
- C. Approve series of one-day Wine and Malt Licenses for Cranberry Festival events
- D. Approve 2019 Junk Dealer License Renewals – contingent on receipt of renewal application
- E. Accept the resignation of Meghan Mahieu as an alternate member of the Board of Appeals

Mr. McManus moved approval of Items A1 through A4 and Items D and E. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote. Mr. McManus, as President of the Cranberry Festival, recused himself on Items B and C. With regard to Item B, Mr. Howell moved to accept the application of the Harwich Cranberry Festival for a one-day liquor license serving beer and wine at their musical performance at the Harwich Cultural Center on April 27, 2019. Mr. MacAskill seconded the motion and the motion carried by a 4-0-0 vote. With regard to Item C, Mr. Howell moved to approve the application for a one-day special liquor license for serving wine and malt beverages at the musical performances of the Harwich Cranberry Festival at the Harwich Cultural Center in the CranFest Courtyard on July 11, July 18, July 25, August 1, August 8, August 15 and August 22. Mr. Ballantine seconded the motion and the motion carried by a 4-0-0 vote.

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

- A. Report and Recommendation of the Ad Hoc Harwich Port Parking Committee

Alexander Donoghue, the resident member of the Ad Hoc Harwich Port Parking Committee, and Cyndi Williams, member from the Chamber of Commerce, discussed in detail their report and recommendations with the Board which included On-Site Parking and Shuttle for Harwich Port Employees, Continued "No Parking" Signs on Side Street for Large Events, Restriction of Hours for Parking in Schoolhouse Road Lot and Associated Signage, and an RFP to Explore Additional Parking Opportunities. Mr. Donoghue requested that the committee remain intact through the fall as this is going to be an ongoing discussion. Mr. Donoghue and Ms. Williams took questions and comments from the Board regarding parking hour limit, shuttle service, potential bike rack at the old fire station, enforcement, the need for turnover, installation of kiosks, and education of the public. Mr. Ballantine suggested the Town Administrator come back with next steps. Mr. Clark asked for direction from the Board. Dave Burke of Bank Street was opposed to putting a parking lot at the old fire station property as we will not be putting it back on the tax roll. Bob Piantedosi of Harwich Port discussed the growth of the downtown area and said traffic gets overlooked. He said we need a balanced conversation about how we are going to do this. He said he inquired about being on this committee but was never contacted. He asked to see how the data was compiled and he objected to putting a parking lot in a residential area. Mr. Howell stressed that these were all public meetings and there was resident representation on the committee. Dr. Stan Moody of Bank Street also objected to a parking lot on Bank Street and said the residents should be brought into the conversation. Stephanie O'Neill commented on the use of Bank Street by trucks and objected to a shuttle on Bank Street as there is enough traffic there already. Nancy Townsend-Best said she would be looking right at the parking lot from where she lives and she commented on safety issues. She suggested looking at how other towns handle this problem.

Mary Moody of Bank Street discussed shuttling people from the Cultural Center and Holy Trinity Church. Trish Kennedy of Bank Street discussed speeding on Bank Street. Carla Burke of Bank Street suggested that if the committee continues that they meet during evening hours when people aren't working and she discussed traffic and sidewalk issues on Bank Street. She also discussed that there is no crosswalk at the potential parking lot site on Bank Street. She further noted that she is concerned about the noise issues from this area and suggested that there should be policing. She recommended that there be a resident from Bank Street on the committee if it continues. Ralph Porter of Pleasant Street commented on the parking at Schoolhouse Road and said there needs to be better signage as well as limited parking hours. Mary Debloise of Bank Street said shifting the parking to the Bank Street area is short-sighted. Mr. Howell suggested putting on the agenda extending the time of the committee by another year to come up with some more durable solutions. The Board took no action on this item.

NEW BUSINESS

- A. Approval of the hire of Nicholas Donnelly as Tractor Trailer Driver per the request of the DPW Director effective April 22, 2019

Mr. MacAskill moved to approve the hire of Nicholas Donnelly as Tractor Trailer Driver per the request of the DPW Director effective April 22, 2019. Mr. McManus seconded the motion. Mr. Howell stated that as a non department head appointment, the Board is not confirming the appointment, they are just not objecting to moving forward with the appointment.

OLD BUSINESS

- A. Assistant Collector/Treasurer Regrade

The following is Mr. Lawton's memo to the Board of March 26, 2019:

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. Clark said this would be effective July 1, 2019, not January 1, 2019, and is budgeted in the amount \$2,661. Mr. MacAskill moved to approve the Assistant Collector/Treasurer regrade. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- B. Confirmation of the appointment of Griffin Ryder as Town Engineer

Mr. McManus moved approval of the confirmation of the appointment of Griffin Ryder as Town Engineer. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. Howell noted that this is a department head position and does require 3 out of 5 votes to confirm.

C. Confirmation of the appointment of Patricia Macura as Executive Assistant to the Town Administrator

Mr. McManus moved to confirm the appointment of Patricia Macura as Executive Assistant to the Town Administrator. Mr. MacAskill seconded the motion. Mr. Howell stated that this is not a department head and is one where the Board is accepting the position absent a 4/5ths rejection. The motion carried by a unanimous vote.

D. Hawksnest Road Improvements – Information for Public Hearing

Mr. Clark said he met with the DPW Director and included a hearing notice which he would like to put out with the profile and map and he would like to see if the Board is comfortable with it. He said the two requests that are being covered are Seth Whitefield and Round Cove Road. Mr. Beltis stated that it has not been determined that Hawksnest Road has been accepted by the Town or taken at Town Meeting. In response to remarks from Mr. Beltis, Mr. MacAskill clarified that the request is to put t-base and level the roads and to make Round Cove as wide as a Town road is supposed to be and add t-base, we are not paving it. Mr. Clark said he would put a description in of what it is. The Board agreed to hold the hearing on May 13th.

E. Petition Article #54 / Plastic Bottle Ban - additional information

Mr. Clark said the proponents of the petition article wanted to make some changes to the motion and wanted to share that with the Board. Patrick Otton said he had discussions with the Town Administrator, the Fire Department and DPW, and there have been suggested changes. He said he is here tonight to get the Board's input prior to presenting this at Town Meeting. Mr. Otton read the suggested changes including to change the word "dispensing" to "sale" and to change the words "plastic containers" to "single use plastic bottles" as well as to add a clause to address emergency and public safety operations and to add a timeframe for implementation. Mr. Clark noted that the Board cannot change a citizens petition so this would be a reduction in the scope and would need to be determined by the Town Moderator and we will share this with him.

TOWN ADMINISTRATOR'S REPORTS

A. Retiree Health Insurance Regulation 2018 – Amended 2019

Mr. Clark said that when you retire you have to declare within a year whether you want to take health insurance. He said that generally Fire and Police tend to retire a little bit early, and when you retire at 55 there is a need to bridge the gap to age 65 and we would hate to have employees sign up for it so they don't lose the benefit and we have to pay 75% of that cost but not have them take advantage of that benefit until they hit 65. He said Mr. Lawton put together language that if an employee is going to be on a spouse's plan for up to 5 years they then could put that on hiatus for up to 5 years and when they're ready to come back on they could. He said if the Board is comfortable with that he could put that on a future agenda. Mr. McManus said we should adopt

this. The consensus of the Board was to go ahead with putting it on a future agenda.

B. Safe Routes to School Application

Mr. Clark said he submitted some of the materials for this application but we didn't submit this ourselves. He said it looks like we are going to get this grant and he will get a more complete copy for the Board. Mr. Howell said it may be the school's application but it's our sidewalks and it has yet to be proven to us by anything factual that the five foot sidewalks are even possible throughout this entire route so before we commit ourselves to taking the money and entering into a signed contract we really need to know what's possible and what's not possible. He said he would not vote for the contract until he knows what the contract entails and what is doable in the real world. Mr. Clark said he presumes the DPW and the Commission did some of that legwork but he will get that confirmed.

C. Department Reports

The Board did not address this item.

SELECTMEN'S REPORT

Mr. McManus reported that the Tour de Trash is the weekend after this and encouraged everyone to participate.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 9:07 p.m. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary



Harwich Republican Town Committee
P O Box 1374
Harwich, MA 02645

April 19, 2019

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645



Please be advised that at its April 18, 2019 meeting, the Harwich Republican Town Committee voted to submit the following names as candidates for the Board of Registrars. Three year term to commence July 1, 2019 .

Dorothy Hemmings-Bassett

Pat Switchenko

Gayle Carroll

Sincerely,

Peter S. Hughes
Chairman
Harwich Republican Town Committee



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

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

[Signature] 3/29/19
Police Department Date

Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date
[Signature] 2/27/19
Fire Department Date

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

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
Sandwich							
0	0		left	onto Stowe Road	Exit Camp Burgess		
0.5	0.5		left	onto Farmersville Road (becomes Race Lane)	town line	8:31	8:33
Barnstable							
3.9	4.4		straight	on Race Lane	At Rotary cross Rt 149	8:43	8:56
0.5	4.9	b-light	straight	on Race Lane	W Barnstable Rd		
0.8	5.9		straight	onto Old Stage Road			
1.7	7.5	lights	straight	on Old Stage Road (Follow Craigville Beach signs)	Cross Route 28		
0.5	8	ss	straight	on Old Stage Road (Follow Craigville Beach signs)	Cross Main St		
0.5	8.5	lights	straight	onto Craigville Beach Rd			
2.3	10.8		bear right	on Craigville Beach Rd	uphill at Smith St		
0.2	11	ss	right	onto Scudder Ave			
0.4	11.4	ss	left	onto Irving Ave	Kennedy Compound		
0.2	11.6		left	onto Ivanough Ave	Yacht Club		
0.1	11.8	ss	straight	on Ivanough Ave	Wachusett Ave		
0.1	11.9		right	onto Washington Street (becomes Hyannis)			
0.2	12		right	onto Ocean Ave	Keys Beach on right		
0.6	12.6	SIGN	right	onto Gosnold Street			
0.5	13.1		straight	into Rest Stop #1, Veteran's Park Beach			
				452 Ocean St., Hyannis, MA 02601			
			right	onto Ocean Street			
0.8	13.9	lights	right	onto South Street	Down town Hyannis to left		
0.3	14.2		right	onto Lewis Bay Road			
0.1	14.3		left	onto Willow Street			
0.2	14.5	ss	right	onto Bayview	town line	9:13	9:54

Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
Yarmouth							
0.1	14.6		left	onto Somerset Street		9:13	9:54
0.3	14.9		right	onto Highland Street			
0.1	15		left	onto Park Street			
0.2	15.2	ss	left	onto Glenwood Street			
0.2	15.4		straight	on Glenwood Street (becomes Harbor Road)			
0.3	15.7	ss	left	onto Baxter Ave			
0.5	16.2	ss	right	onto Route 28	CAUTION Heavy Traffic		
0.2	16.4		straight	on Route 28 (new for 2012)	Town Brook Road		
1	17.4	lights	left	onto Higgins Crowell Rd			
0.7	18.1	lights	right	onto Buck Island Road	join old route		
0.8	18.9	lights	straight	on Buck Island Road	West Yarmouth Rd		
0.6	19.5	ss	left	onto Winslow-Gray Road			
0.4	19.9	lights	straight	on Winslow-Gray Road	Forest St		
0.3	20.2	ss	left	onto Long Pond Drive (unmarked)			
0.9	21.1	ss/S	right	onto Station Ave			
0.1	21.2		left	onto Regional Ave			
0.4	21.6	4-ss	left	onto North Main Street			
1.1	22.7	ss	left	on North Main Street	Great Western Ave to right		
0.2	22.9		straight	on North Main Street	over Rt 6		
0.3	23.2		bear right	onto North Dennis Road			
1.6	24.8	ss	right	onto Setucket Road			
0.4	25.2		bear left	on Setucket Road	town line	9:42	11:00
Dennis							
1	26.2	ss	right	onto Old Bass River Road		9:45	11:06
1.5	27.7		straight	on Old Bass River Road	Old Rest Stop on left		
0.5	28.2		straight	on Old Bass River Road	over Rt 6		
0.2	28.4		straight	onto Main Street	Old Bass River becomes Main		
0.3	28.7		right	into Rest Stop #2, Old Town Hall parking lot			
0	28.7			485 Main St., South Dennis, MA 02660			
0.3	29		right	onto Cape Cod Rail Trail	over new bridge (Rt 134)	9:54	11:24
0.3	29.3		straight	on Cape Cod Rail Trail	town line	9:54	11:24

Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
Harwich							
0.6	29.9	ss	straight	on Cape Cod Rail Trail	small dirt road	9:54	11:24
0.1	30	ss	straight	on Cape Cod Rail Trail	Western Rd (busy)		
0.5	30.5	ss	straight	on Cape Cod Rail Trail	Depot St./Bike Depot Shop		
0.6	31.1	ss	straight	on Cape Cod Rail Trail	dirt road		
0.4	31.5	ss	straight	on Cape Cod Rail Trail	Bells Neck Rd		
0.4	31.9	ss	straight	on Cape Cod Rail Trail	Lorthrop Ave		
0.5	32.4		straight	on Cape Cod Rail Trail	under tunnel/Main St.		
0.1	32.5	SIGN	bear right	onto Chatham Bike Path 1st right off rotary	Bike Path Rotary		
0.6	33.1	4ss	straight	on Chatham Bike Path	small road		
0.1	33.2	ss	straight	on Chatham Bike Path	Cross Route 124 (busy)		
0.1	33.3	4ss	straight	on Chatham Bike Path (along Old Colony Rd.)	Meadow Lane/Town Hall		
0.1	33.4	ss	straight	on Chatham Bike Path	Oak St (Brooks Park)		
0.5	33.9		straight	on Chatham Bike Path (path divides)	Cross Route 39 (busy)		
1.4	35.3	ss	straight	on Chatham Bike Path	Depot Road		
0.5	35.8		straight	on Chatham Bike Path	town line	10:12	12:00
Chatham							
0.3	36.1	ss	straight	on Chatham Bike Path	Morton Road	10:15	12:06
0.3	36.4	ss	straight	on Chatham Bike Path (xing Meetinghouse Rd/Rt 137)	trail head parking on right (15)		
0.4	36.8		straight	on Chatham Bike Path (path on left of Access Road)	CWF		
0.3	37.1	ss	straight	on Chatham Bike Path	Sam Ryder Road		
0.4	37.5	ss	right	onto George Ryder Road	at Airport on left		
0.1	37.6		left	onto Bike Path			
0.2	37.8	ss	straight	onto Wilfred Road	share the road sign		
0.2	38		straight	on Wilfred Road	Public Beach on right		
1.4	39.4	ss	straight	onto Stepping Stones Road (crossing Queen Ann Rd.)	or on new bike path		
0.2	39.6		right	onto Bike Path	trail head parking on left (10)		
0.4	40		right	onto Crowell Road	trail ends		
0.6	40.6	lights	straight	onto Queen Ann Road	Cross Route 28		
0.2	40.8		bear right	onto Pond Road			
0.1	40.9		right	into Rest Stop #3, Oyster Pond Beach		10:30	12:30
70 Stage Harbor Rd., Chatham, MA 02633							

Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
			right	onto Stage Harbor Road			
0.8	41.7		left	onto Bridge Street		10:33	12:36
0.8	42.5		bear left	onto Shore Road (becomes Main Street)	Chatham Light House on L		
1.7	44.2	lights	straight	onto Route 28	town line		
0.4	44.6	SIGN	left	onto Stoney Hill Rd (Citgo Station)	gas station on corner		
0.4	45	ss	straight	on Stoney Hill Rd	cross Crowell Rd		
0.4	45.4	ss	straight	onto Wilfred Road	riders coming head-on		
0.6	46		straight	onto Bike Path (follow path back to Dennis Rotarty)	at Sky Way on left		
0.7	46.7		right	onto George Ryder Road	at Airport on right		
0.2	46.9		left	onto Bike Path			
0.4	47.3	ss	straight	on Chatham Bike Path	Sam Ryder Road		
0.3	47.6		straight	on Chatham Bike Path (path on left of Access Road)	CWF		
0.4	48	ss	straight	on Chatham Bike Path (xing Meetinghouse Rd/Rt 137)	trail head parking on left (15)		
0.3	48.3	ss	straight	on Chatham Bike Path	Morton Road		
0.3	48.6		straight	on Chatham Bike Path	town line		
Harwich							
0.5	49.1	ss	straight	on Chatham Bike Path	Depot Road	10:48	1:06
1.4	50.5		straight	on Chatham Bike Path (path divides)	Cross Route 39 (busy)		
0.5	51	ss	straight	on Chatham Bike Path	Oak St (Brooks Park)		
0.1	51.1	4ss	straight	on Chatham Bike Path (along Old Colony Rd.)	Meadow Lane/Town Hall		
0.1	51.2	ss	straight	on Chatham Bike Path	Cross Route 124 (busy)		
0.1	51.3	4ss	straight	on Chatham Bike Path	small road		
0.6	51.9	SIGN	bear right	onto Cape Cod Rail Trail (new) 1st right off rotary	Bike Path Rotary		
0.9	52.8	ss	straight	on Cape Cod Rail Trail	Queen Anne Rd.		
0.2	53		straight	on Cape Cod Rail Trail	over Route 6		
0.8	53.8	ss	straight	on Cape Cod Rail Trail	Route 124/Pleasant Lake Ave		
1	54.8		straight	on Cape Cod Rail Trail	town line		
Brewster							
0.1	54.9	ss	straight	on Cape Cod Rail Trail	Route 124/Harwich Rd.	11:36	1:48
1.9	56.8	ss	straight	on Cape Cod Rail Trail	Route 137/Long Pond Rd.		
0.5	57.3	ss	straight	on Cape Cod Rail Trail	Underpass Rd.		
1.5	58.8	SIGN	left	onto Millstone Road	turn off bike path		
0.1	58.9	ss	left	onto Route 6A			
0.1	59		right	into Cape Cod Sea Camp	Finish Day 2	11:48	2:12
3057 Main St., Route 6A, Brewster, MA 02631							

NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
APPLICATION FOR LIQUOR LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for a Seasonal, Common Victualler, Wine & Malt Beverages License by Dockside Seafood Shack LLC d/b/a Dockside Seafood Shack on the following described premises located at 715A Route 28, Harwich Port, MA 02646, Joseph W. Griffiths, Manager:

Single story 540 square foot building. No interior access to the public. Window service for ordering and pickup. Approximately 80 seats located on the multi-level deck and the adjacent lawn. Four exits for employees. Public restroom located in the adjacent Harbormaster building.

The Board of Selectmen will hold a hearing upon the application on Monday, April 29, 2019 no earlier than 6:30 p.m. in the Donn B. Griffin Room at Town Hall, 732 Main Street, Harwich, at which time all interested parties will be heard.

Board of Selectmen
Local Licensing Authority

Cape Cod Times
April 18, 2019

Cape Cod Chronicle
April 18, 2019



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

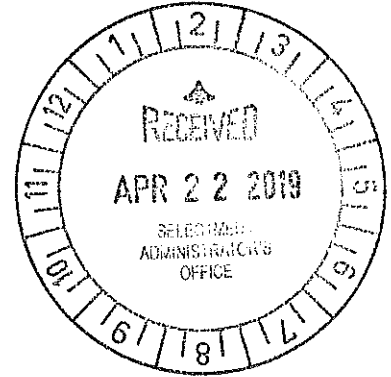
Memorandum

TO: Board of Selectmen
Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

DATE: April 22, 2019

SUBJECT: Application for a Seasonal, Common Victualler, Wine and Malt
Beverages License for Dockside Seafood Shack at 715A Route 28,
Harwich Port, Joseph W. Griffiths - Manager



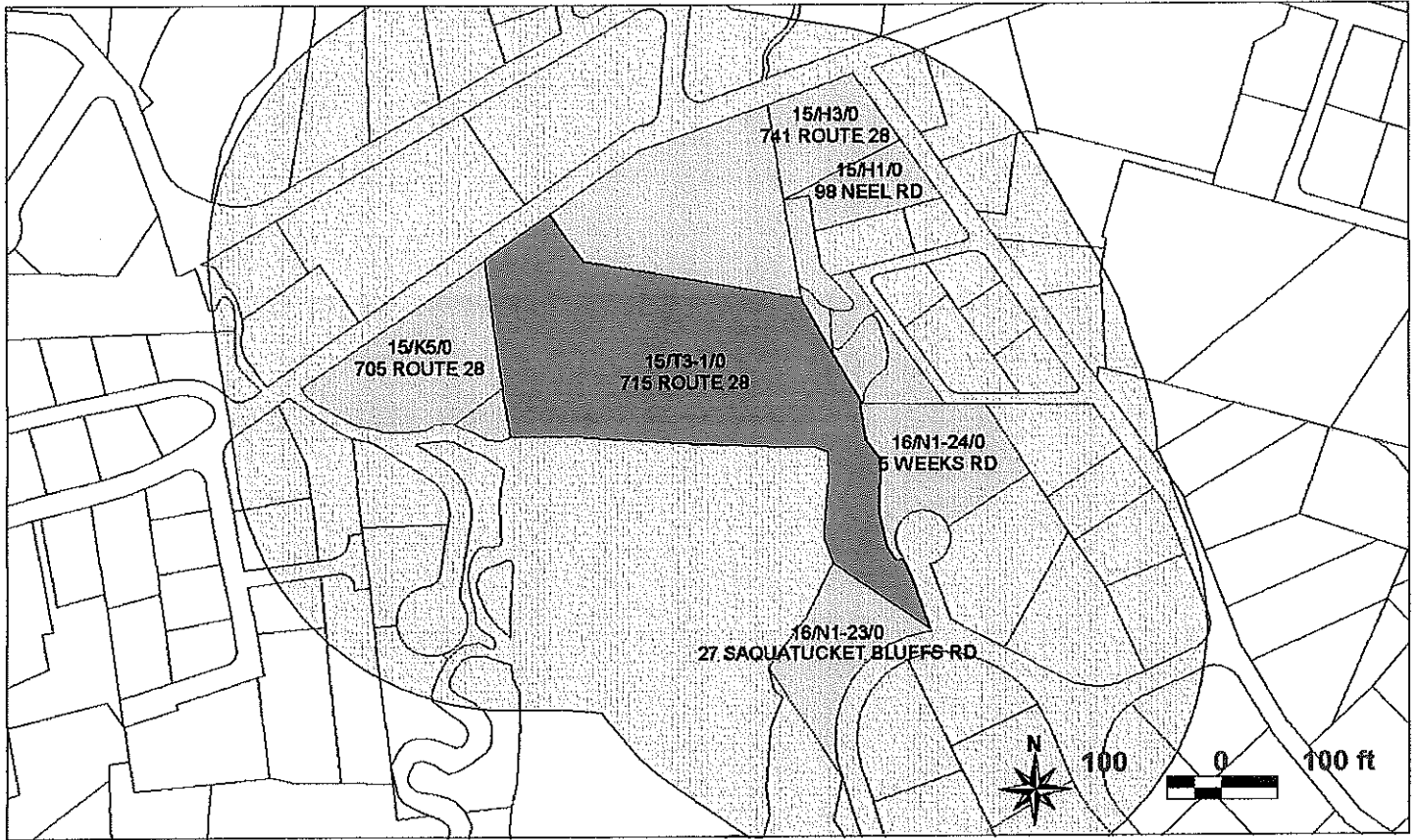
The Police Department has no objections regarding the Application for the above listed license application. A background investigation of the proposed individual(s) indicates no disqualifying history.

If you have any questions or need further clarification, please feel free to contact me at your earliest convenience.



TOWN OF HARWICH, MA
 BOARD OF ASSESSORS
 732 Main Street, Harwich, MA 02645

Abutters List Within 500 feet of Parcel 15/T3-1/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2160	15-H1-0-R	39 NEEL ROAD LLC	98 NEEL RD	53 SARGENT CROSSWAY	BROOKLINE	MA	02445
2163	15-H3-0-R	39 NEEL ROAD LLC	741 ROUTE 28	53 SARGENT CROSSWAY	BROOKLINE	MA	02445
10582	15-H5-0-E	HARWICH TOWN OF - SELECTMEN SAQUATUCKET HARBOR	0 ROUTE 28	732 MAIN ST	HARWICH	MA	02645
2170	15-K5-0-R	LOOMIS T SIMMONS LLC	705 ROUTE 28	705 ROUTE 28	HARWICH PORT	MA	02646
12403	15-K6-6-0-E	HARWICH TOWN OF - SELECTMEN SAQUATUCKET HARBOR	0 SAQUATUCKET DR	732 MAIN ST	HARWICH	MA	02645
27777	15-T3-1-0-E	HARWICH TOWN OF - SELECTMEN SAQUATUCKET HARBOR	715 ROUTE 28	732 MAIN ST	HARWICH	MA	02645
8616	16-N1-23-0-R	SYKES BERNARD G TRUSTEE SYKES FAMILY TRUST	27 SAQUATUCKET BLUFFS RD	27 SAQUATUCKET BLUFFS RD	HARWICH PORT	MA	02646
2591	16-N1-24-0-R	KILLIAN JAMES M ET AL KEARNEY MICHAEL D	5 WEEKS RD	15 WALTHAM ST UNIT B-603	BOSTON	MA	02118



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME DOCKSIDE SEAFOOD SHACK LLC

ADDRESS 715A ROUTE 28

CITY/TOWN HARWICH PORT

STATE MA

ZIP CODE 02646

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 239 CAUSEWAY STREET
 BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

HARWICH

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	Wines and Malt Beverages	Seasonal

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

LICENSED SERVICE WITH FOOD AND WINE/BEER AT SAQUATUCKET HARBOR, HARWICH PORT, MA. THE OPERATION OF A FAST CASUAL WALKUP FOR WINDOW ORDERING AND PICKUP. CUSTOMERS WILL PLACE ORDER AT THE WINDOW AND BRING TO SEATING ON DECK/LAWN AREA.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	DOCKSIDE SEAFOOD SHACK LLC	FEIN	83-4185476
DBA	DOCKSIDE SEAFOOD SHACK	Manager of Record	JOSEPH W. GRIFFITHS (proposed)
Street Address	715A Route 28, Harwich Port, MA, 02646		
Phone	508-243-6193	Email	XXXXXXXXXX@GMAIL.COM
Alternative Phone		Website	under construction

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Single Story 540 square foot building. No interior access to the public. Window service for ordering and pickup. Approximately 80 seats located on the multi-level deck and the adjacent lawn. Four exits for employees. Public restroom located in the adjacent Harbor master building.

Total Square Footage:	540	Number of Entrances:	outdoor seating	Seating Capacity:	80+
Number of Floors	1	Number of Exits:	4	Occupancy Number:	

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	Joseph W. Griffiths	Phone:	508-243-6193
Title:	Owner	Email:	XXXXXXXXXX@GMAIL.COM

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	MARCH 28, 2019
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
JOSEPH W GRIFFITHS	11 SEAPORT LANE, HARWICH PORT, MA 02646	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
OWNER / MANAGER	95%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
JOSEPH W GRIFFITHS, Jr.	591 E. 4TH STREET, SOUTH BOSTON, MA 02127	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
DIRECTOR	5%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT
 Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
JOSEPH GRIFFITHS	ALL ALCOHOLIC	THE PORT SEAFOOD GRILL & BAR	NEWPORT, RI

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
JOSEPH W GRIFFITHS	ALL ALCOHOLIC	SABINA DOYLES IRISH PUB	MEDWAY, MA
JOSEPH W GRIFFITHS, Jr.	ALL ALCOHOLIC	SABINA DOYLES IRISH PUB	MEDWAY, MA

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$65,000.00
C. Other (Please specify)	\$15,000.00
D. Total Cost	\$80,000.00

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
JOSEPH W GRIFFITHS, OWNER	\$80,000.00 (100%)
Total:	\$80,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

PERSONAL SAVINGS

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1983		owner	Astoria Realty Trust	Self

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the applicant to provide additional information or clarify previous answers.

Joseph W Griffiths Supplemental Address Info

The following addresses held previous municipal liquor licenses:

3B Beaconhill Rd. Newport RI License
2 Cedar Farm Rd. Medway Ma. License

APPLICANT'S STATEMENT

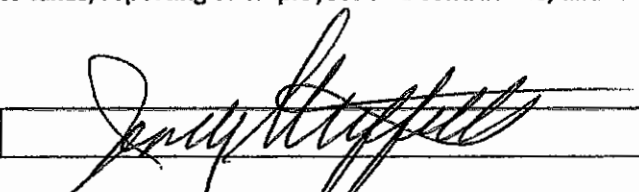
I, Joseph W Griffiths the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

Of Dockside Seafood Shack
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 
Title: Owner/Manager

Date: 3/24/19

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/Directors/LLC Managers
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

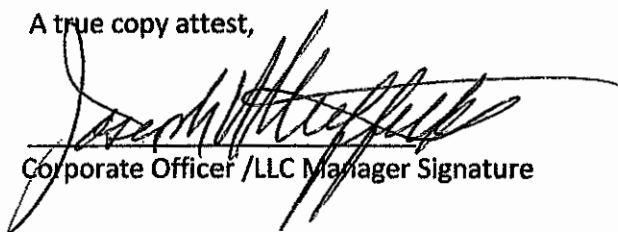
"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer / LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) LICENSEE NAME: CITY/TOWN:

APPLICANT INFORMATION

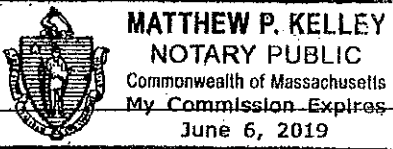
LAST NAME: FIRST NAME: MIDDLE NAME:
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:
 GENDER: HEIGHT: WEIGHT: EYE COLOR:
 CURRENT ADDRESS:
 CITY/TOWN: STATE: ZIP:
 FORMER ADDRESS:
 CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared
 (name of document signer), proved to me through satisfactory evidence of identification, which were
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


 NOTARY

DIVISION USE ONLY

REQUESTED BY:
 SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:
 The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Doms'ke Seafood LLC	CITY/TOWN:	Hannick
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APPLICANT INFORMATION

LAST NAME:	Griffiths Jr.	FIRST NAME:	Joseph	MIDDLE NAME:	William			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Norwood Ma					
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Collins	DRIVER'S LICENSE #:	none	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	[REDACTED]	EYE COLOR:	blue
CURRENT ADDRESS:	591 East 4th St							
CITY/TOWN:	So. Boston	STATE:	Ma	ZIP:	02127			
FORMER ADDRESS:	Sanford Mill							
CITY/TOWN:	Medway	STATE:	Ma	ZIP:	02023			

PRINT AND SIGN

PRINTED NAME:	Joseph W. Griffiths Jr.	APPLICANT/EMPLOYEE SIGNATURE:	<i>Joseph W. Griffiths Jr.</i>
---------------	-------------------------	-------------------------------	--------------------------------

NOTARY INFORMATION

On this April 8, 2011 before me, the undersigned notary public, personally appeared Joseph Griffiths Jr.
(name of document signer), proved to me through satisfactory evidence of identification, which were Passport
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJL Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJL. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via mail or by fax to (617) 650-4614.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001376062

1. The exact name of the limited liability company is: DOCKSIDE SEAFOOD SHACK LLC

2a. Location of its principal office:

No. and Street: 715A ROUTE 28
 City or Town: HARWICH PORT State: MA Zip: 02646 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 715A ROUTE 28
 City or Town: HARWICH PORT State: MA Zip: 02646 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
FOOD AND BEVERAGE SERVICES

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSEPH W. GRIFFITHS
 No. and Street: 11 SEAPORT LANE
 City or Town: HARWICH PORT State: MA Zip: 02646 Country: USA

I, JOSEPH W. GRIFFITHS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JOSEPH W GRIFFITHS	715A ROUTE 28 HARWICH PORT, MA 02646 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOSEPH W. GRIFFITHS	715A ROUTE 28 HARWICH PORT, MA 02646 USA

9. Additional matters:

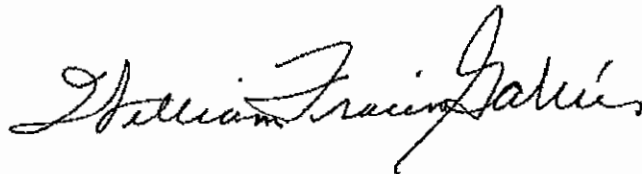
**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of March, 2019,
JOSEPH W. GRIFFITHS**

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 28, 2019 03:58 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TOWN OF HARWICH – LEASE OF SNACK SHACK

1. SUMMARY

DATE OF LEASE: March 21, 2019

LESSOR: Town of Harwich (herein "Lessor" or "Town")

LANDLORD'S ADDRESS: Town of Harwich
732 Main Street
Harwich, MA 02645

LESSEE: Joseph Griffiths, Dockside Seafood Shack LLC (herein "Lessee")

LESSEE'S ADDRESS: 11 Seaport Lane Harwichport, MA 02646

PREMISES: Saquatucket Municipal Marina
715 Main Street
Harwich Port, MA 02646

540 sq/ft Building and site as detailed in the Request for Proposal (enclosure 1). Additional premises requirements per proposal outlined below and included in revised site plan (enclosure 2):

- The non-exclusive use of four picnic tables provided by Lessee placed on the flagpole lower deck.
- Deck and adjacent lawn area on the west side of the snack shack. Limits of deck area where alcohol consumption will be allowed are identified in enclosure (2) site plan.
- Unrestricted use of common restrooms subject to paying 25% of costs for cleaning and consumable supplies.
- Lessee shall have the option to place an 8' x 10' outdoor walk-in cooler on at the rear of the snack shack provided the existing fence enclosure is extended to screen it at the cost of the Lessee as outlined in enclosure (2).
- Lessee will install at its expense a pull-down stairway to attic area for back-up storage of paper products.
- Lessee may place a permitted street sign on Route 28 below the Marina sign and on the exhaust enclosure on roof or shack as detailed in approved architect plans.

LEASE COMMENCEMENT DATE: March 26, 2019

2. TERM AND SCOPE OF SERVICES

The Lessee contract will be for an *initial* term commencing upon execution on or before March 26, 2019 and terminating on November 15, 2024 with one (1) option to renew up to five (5) years granted at the Town's discretion. The town shall not unreasonably withhold the 5 year extension to Lessee that complies with all the material terms and conditions of the first 5 years. Notice of the Lessee's desire to renew shall be submitted to the Town in writing no later than May 15, 2024. Pursuant to said contract, the Lessee, acting as an independent contractor, shall be responsible for the day to day operation of the food and beverage service. Lessee must comply with all conditions as detailed in the Request for Proposal and bid submission and clarification materials as outlines in enclosures (4) and (5).

3. PURPOSE

It is agreed and understood by and between the parties hereto that the lessee is leasing the demised premises for, and that said premises shall be used exclusively for the operation of a food and beverage concession facility upon the terms and conditions set forth herein. This lease proposal is subject to obtaining a seasonal beer and wine license for subject premises.

4. EXCLUSIVITY

The Lessor, in consideration of the Lessee's within agreements and covenants, agrees:

- a. To permit the Lessee to have the exclusive use of all refrigeration, cooking, cooling, warming, preparing, storing, cleaning and servicing equipment contained within the premises. The maintenance and repair of said equipment shall be the sole responsibility of the Lessee.
- b. To permit the Lessee to have exclusive permission to sell candy, ice cream, food and beverages of all kinds, including alcoholic beverages (subject to the Lessee's acquisition and continued maintenance of appropriate licenses) in or on the leased premises.

5. RENT

The lessee agrees to pay the Lessor a seasonal rent, payable as listed below. Payment schedule shall include 4 equal progress payments calculated based on the agreed fixed price. Payments will be due to the Town no later than the last day of the month of June, July, August and September. After final reconciliation of total gross seasonal receipts, a final payment will be due to the Town no later than 30 November, should the agreed upon percent of gross seasonal revenue exceed the fixed price. Gross sales shall exclude fees paid for credit card processing and recorded employee meals.

a. Initial Term

Seasonal Payment:

7 percent of the gross seasonal receipts OR
\$24,000 dollars (whichever is greater)

- b. Option Period, if exercised, Lessee further agrees to pay Lessor a seasonal rent in an amount as submitted below.

Seasonal Payment:

8 percent of the gross seasonal receipts OR
\$32,000 dollars (whichever is greater)

6. COORDINATION WITH TOWN, OPERATING HOURS

The season of operation will be from the Thursday before Memorial Day weekend through Columbus Day weekend of each year. Daily hours of operation shall be:

- 7 am – 10 am Breakfast
- 11:30 am – 8:30 pm Lunch/Dinner

Daily hours may be reduced up to the minimum hours outlined in the Request For Proposal in the shoulder seasons. The daily operation of hours may be reduced with permission from the Harbormaster during the season due to inclement weather.

7. FUNCTIONS AND SPECIAL EVENTS

The Lessee agrees and acknowledges that it will neither schedule, nor in any manner provide food and beverage service to any function or special event without first obtaining the prior approval of the Town.

8. MAINTENANCE

- a. The Lessee will be responsible for maintenance and minor repairs within the Snack Shack. Major or structural repairs shall be the responsibility of the Town. The Lessee shall also be responsible for interior cleaning, including the control of litter. All refuse shall be contained in the provided dumpster daily.
- b. The Lessee shall be solely responsible for maintaining the Snack Shack, Deck Area and Restrooms in a neat and clean condition, free of debris, and any other foreign matter, and in full compliance with all applicable federal and state laws, rules and regulations, including but not limited to, the State sanitary code, Board of Health regulations, building code, and fire prevention regulations.

9. UTILITIES

- a. Lessee shall arrange and pay for all utilities, with the exception of wireless internet provided by Lessor.

10. PERSONNEL

The Lessee agrees and represents that either its owner or a duly authorized manager, if any, must:

- a. Be present on the premises for no less than 48 hours per week during the season.
- b. Actively participate in the operation and management of the services permitted by this contract when present.
- c. Possess a minimum of 5 years experience in the operation and management of a food and beverage service.
- d. Be responsible for securing and maintaining all licenses necessary for the operation of the food and beverage service.

11. STAFF

- a. The Lessee in order to perform the above described duties, shall employ such staff as deemed necessary. Salary and wages for such employees are the responsibility of the Lessee under this contract. Any such employees shall be agents of the Lessee and not of the Town, and no additional compensation shall be provided by the Town to any employee.
- b. The Lessee must supply all staff and management with proper working attire.

- c. All staff and employees must be Safe Serve and TIPS Certified (if alcohol is served). Proper identification of TIPS certified personnel must be obtained through the Harwich Police Department.
- d. All employees are subject to CORI review.

12. INSURANCE

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part
B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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

13. INDEMNIFICATIONS AND LIABILITIES

The Lessee further covenants and agrees with the Lessor that:

- a. The Lessee shall save the Lessor as owner of the premises harmless and indemnified from and against any claim or damage on account of any injury to a person or property occurring on or about the premises, or off the premises, however caused, and from any and all claims, loss, damage or liability arising from any act, omission, neglect or default of the lessee, including without limitation, any liability arising out of the Lessee's sale or service of alcoholic beverages pursuant to this lease.
- b. The lessee shall pay the lessor on demand for any damage caused to any portion of the premises or the equipment or furnishings contained therein incurred as a result of the Lessee's operation, and or occupancy, of the premises.

14. LESSEE'S DEFAULT

In the event that:

- a. The lessee shall default in the payment of any installment of rent or additional rent or other sum herein specified or any part thereof and such default shall continue for ten days after written notice thereof or,
- b. The lessee shall default in the observance or performance of any of the lessee's covenants, agreements, or obligations herein contained, except default in the payment of base rent or additional rent as set forth in paragraph a. above, and such default shall not be corrected within twenty days after written notice thereof or,
- c. The lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of lessee's property for the benefit of creditors, or a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the lessee's property by a court of competent jurisdiction. Then the lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the premises, to declare the term of this lease ended, and remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears or other default. The lessee shall also indemnify the lessor against all loss of rent and other payment, which the lessor may incur by reason of such termination during the remaining term of the lease term including, without limitation, reasonable attorney fees in instituting, prosecuting or defending any action or proceeding, with interest at the rate of 12% per annum and costs. If the lessee shall default in the observance or performance of any conditions or covenants on lessee's part to be observed or performed under or by virtue of any of the provisions in any section of this lease, the lessor, without being under any obligation to do so and without thereby waiving such default, may, after reasonable notice thereof, remedy such default at the expense of the lessee. If the lessor makes expenditures or incurs any obligations for the payment of money in connection with or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12% per annum and costs, shall be paid to the lessor by the lessee as additional rent.

Suspension or termination of any license or permit required for the operation of the concession permitted by this lease, including specifically any violation of the terms of this alcoholic beverage license.

15. LESSOR WARRANTIES

The Lessee understands that the premises are leased in "as-is" where-is condition with Lessor makes no guarantees or warranties concerning the condition of the premises or the public's use thereof; and the premises are leased in as-is condition.

16. FINANCIAL REPORTS

- a. The Lessee is responsible for accurately maintaining all records required by local, state, and federal authorities for the conduct of business. The Lessee will report sales to Lessor by the 15th of each following month during the operating season.
- b. At any time, given reasonable notice to the Lessee, the Lessor or its designee, shall have the right to examine the Lessee's sales records and recording system for compliance with the reporting provisions of the lease.

- c. The Lessor also reserves the right to require the Lessee, at Lessee's expense, to provide audited financial statements if deemed necessary due to incomplete or inaccurate sales records and recording system required by Lessee as outlined in paragraph 16.b of this lease.

17. FACILITIES AND EQUIPMENT

- a. The Lessee must provide the Lessor for approval a written formal sanitation program that meets or exceeds the minimum requirements of state, federal, municipal or other agencies authorized to inspect and/or accredit restaurants and their food services each year and shall operate the premises in compliance with the approved program.
- b. The Lessee shall at their expense have the premises exterminated if deemed necessary by the Lessor.
- c. All equipment in the kitchen and related areas shall remain the property of the Lessor, excluding any equipment purchased by the Lessee.
- d. The Lessee shall be responsible for providing to the Lessor for approval a detailed plan of preventative maintenance for all equipment including the costs of services and maintenance.
- e. The Lessee and Lessor agree that primary responsibility for obtaining kitchen equipment will rest with the Lessee.
- f. The Lessee agrees that the Lessor must be contacted whenever repairs to basic services of the premises are to be done.
- g. The Lessee shall purchase and control utilization of all food items, housekeeping supplies, dishwashing supplies, utensils, pots and pans, office supplies, sanitation supplies, food service equipment rental, outdoor tables and chairs, paper supplies, menus, trash can liners, or other ancillary supplies.
- h. The Lessee will schedule deliveries, where possible, for early morning.
- i. Lessee shall provide and pay for its own telephone service independent of Lessors.

18. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgage, deeds of trust and other instruments in the nature of mortgage, now or at any time hereafter, a lien or liens on the property of which the premises are part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other instruments in the nature of a mortgage.

19. LESSORS ACCESS

The Lessor or his designee may at reasonable times enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as lessor shall elect to do.

20. BREACH-EFFECT

The breach by Lessee of any term, covenant or condition of this lease shall be deemed to be a breach of the entire lease agreement and if not cured pursuant to the terms of this lease shall be sufficient cause for lessor to declare this lease agreement to be terminated. No waiver, either expressed or implied, by Lessor of any breach of any term, condition, covenant, agreement or duty required under this lease on the part of, the Lessee, shall be deemed a waiver of any other breach of the same or any other term, condition, covenant, agreement, or duty.

21. SEVERABILITY

If any provision, or any portion of any provision of this lease or any application thereof to any person or circumstance, is held invalid, the remainder of such provision and the remainder of this lease, and the application thereof, both as between the parties hereto and to other persons and circumstances shall not be affected thereby.

22. MODIFICATIONS

This lease may not be modified under any condition except by a written memorandum, amendment, or notice duly executed by the parties hereto.

23. SURRENDER

The lessee shall, at the expiration or other termination of this lease, surrender the liquor license, remove all goods, and effects, excluding, of course, all equipment and fixtures which are or may at the time of said surrender, have, by operation of the terms and conditions of this agreement, become the sole and exclusive property of the lessor, from the premises, including, but only if Lessee so requests, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the lessee, either inside or outside the leased premises. Lessee shall deliver to the lessor the premises and all keys, locks thereto, and addition made to or upon the premises, in the same condition as they were at the commencement of the term, reasonable wear and tear expected. In the event lessee shall fail to remove any lessee's property from the premises, lessor is hereby authorized, without liability to lessor for loss or damage thereto, and at the sole risk of the lessee, to remove and store any of the property at lessee's expense, or to retain same under lessor's control or to sell at public or private sale, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. HOLDING OVER

If lessee holds over or remains in possession of the premises after expiration of the original term or extension thereof, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms herein specified, which may at any time be terminated by either party by one months written notice to the other party.

25. COMPLIANCE WITH LAWS

The lessee acknowledges that no trade or occupation shall be conducted in the premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal bylaw rules or regulations in force in the Town in which the premises are situated.

26. CERTIFIED VOTE OF LESSEE CORPORATION

If Lessee is a corporation, Lessee shall provide the lessor with a vote of the majority of the corporate directors certified by its clerk authorizing the signatures on this agreement to commit the corporation.

Said certified vote shall be attached to proposal. In the event of any sale of the majority ownership of the corporation, the continuation of the lease term shall be subject to the approval of the Lessor.

27. DISCLOSURE OF BENEFICIAL INTERESTS

Lessee shall have complied with the disclosure provisions of G.L. c. 7C, §38, and Landlord and Lessee agree to diligently pursue full compliance with said statute. Lessee hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c. 7C, §38.

28. INTEGRATION

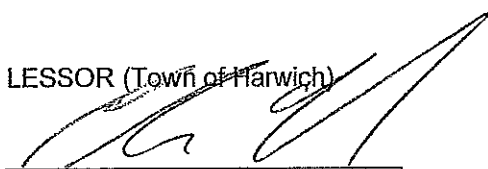
All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties, including but not limited to, the Lessee's proposal to the Town. To the extent there is any conflict between the Proposal and this Lease, the Lease provisions shall govern.

29. GOVERNING LAW

This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Lease shall be brought within the courts of the Commonwealth of Massachusetts.

DATED this 25 day of March, 2019

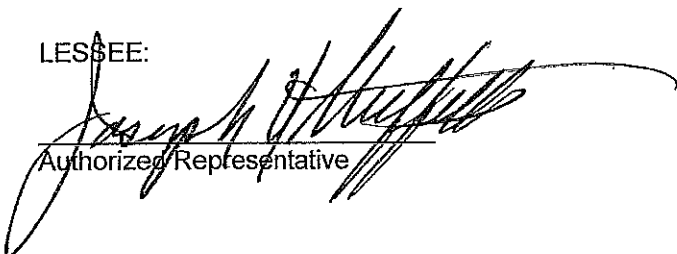
LESSOR (Town of Harwich)



Town Administrator

Christopher Clark
Town Administrator

LESSEE:



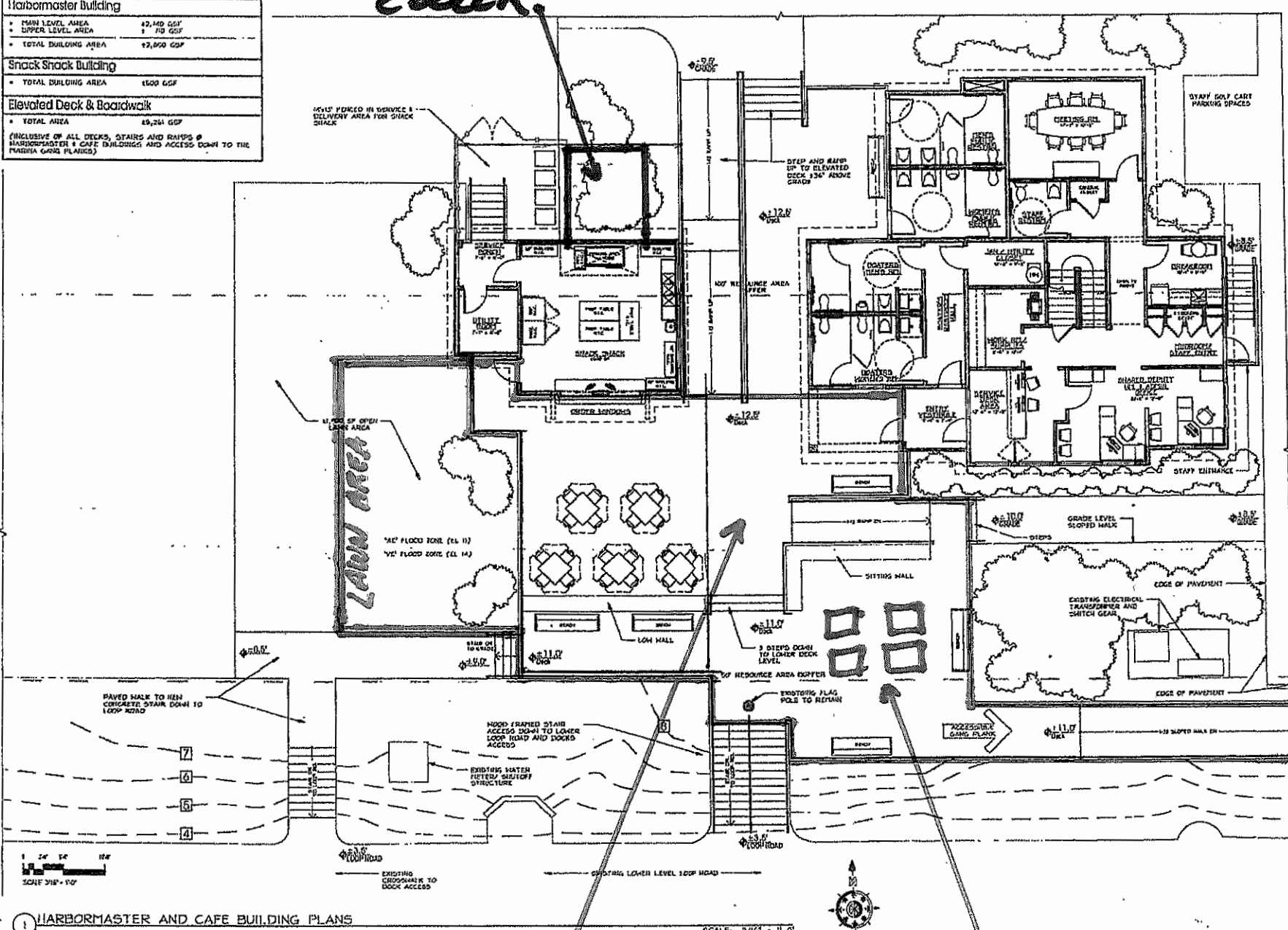
Authorized Representative

Enclosure: (1) Original Site Plan
(2) Revised Site Plan
(3) Dockside Seafood Shack Menu
(4) Joseph Griffiths Proposal
(5) Town of Harwich Request For Proposal – Marina Snack Shack

8'x10' WALK-IN COOLER

Harbormaster Building	
• MAIN LEVEL AREA	42,140 GSF
• UPPER LEVEL AREA	1,700 GSF
• TOTAL BUILDING AREA	43,840 GSF
Snack Shack Building	
• TOTAL BUILDING AREA	1500 GSF
Elevated Deck & Boardwalk	
• TOTAL AREA	49,264 GSF

(INCLUSIVE OF ALL DECKS, STAIRS AND RAISPS @ HARBORMASTER & CAFE BUILDINGS AND ACCESS DOWN TO THE MARINA GOLF PLANS)



BECHAN UNDOUANT FERRUCIO & DIMER ARCHITECTS, INC.
 100 WASHINGTON STREET, 4TH FLOOR
 BOSTON, MA 02109
 TEL: 617.552.1111

SAGUATUCKET HARBOR
 LANDSIDE IMPROVEMENTS
 715 MAIN STREET
 HARWICH PORT, MA 02646

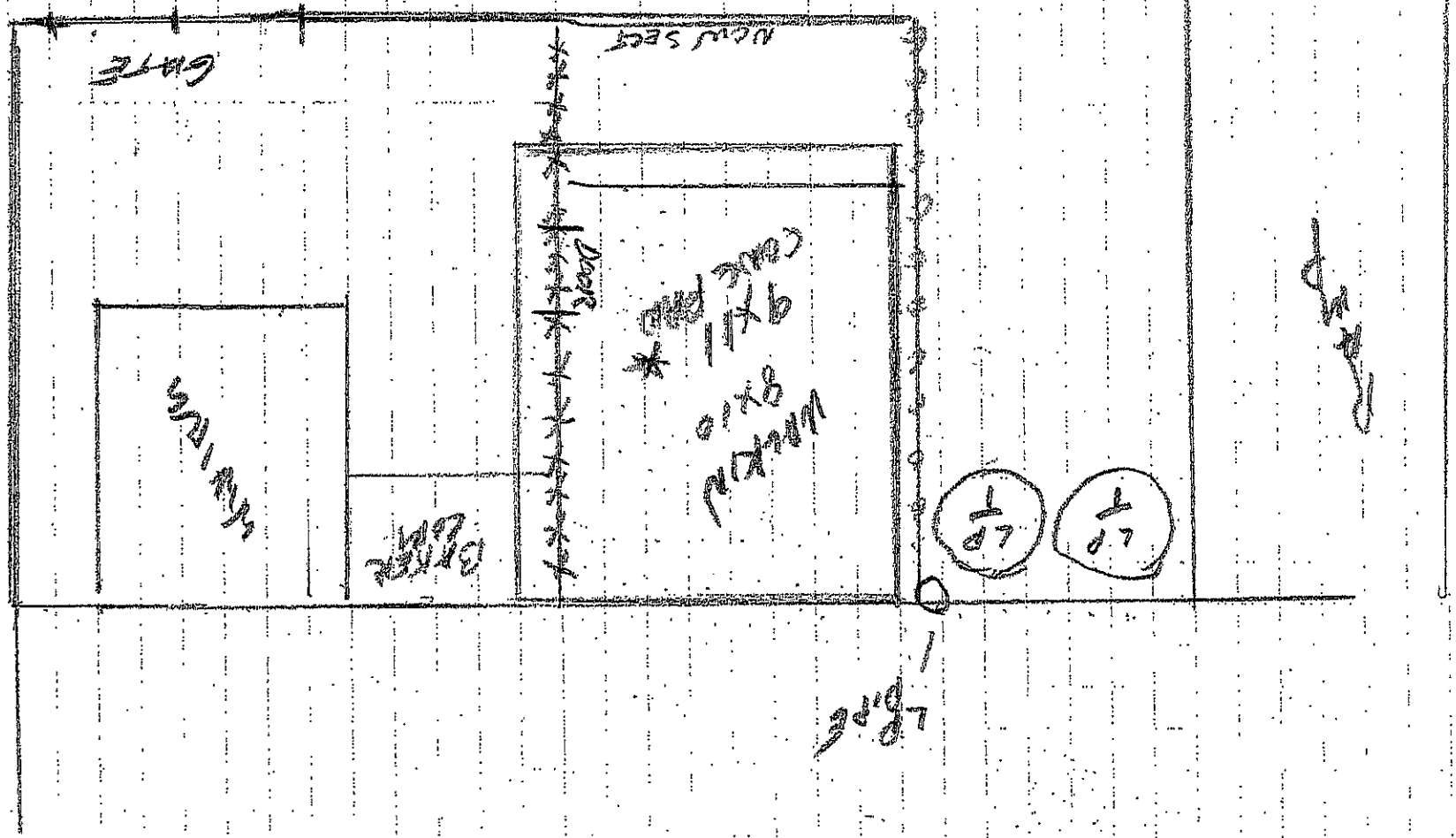
SNACK SHACK & HARBORMASTER PLANS

DATE ISSUED: 3.6.2011
 REVISIONS:
 DRAWING NO. A8.0

ENCLOSURE (2)

AREA OUTLINED IN ORANGE - LIMIT OF DECK AREA FOR ALCOHOL **Four Penetrations Boardwalk and Overlook**

* REMOVE & RELOCATE 6
 * 6" 1" ABOVE FINISHED GRADE



WALKWAY

LP
 6"

BEVERAGES, ETC.

SODAS (16 oz.): *Coke/Diet Coke/Sprite/*
Root Beer/ Lemonade 2.25

Milk/Coffee/Iced Tea/Bottled Water 2.50

HOUSE WINE (Woodbridge):
Chardonnay/White Zinfandel/Merlot/Cabernet
Sauvignon 5.50
Pinot Grigio/Sangria/Korbel 6.25

CANNED BEER
Domestic - Budweiser/Bud Light/Sam Adams
Seasonal/Coors Light/Miller Lite/Michelob Ultra . 4.00

Imports - Blue Moon/Heineken/Harpoon IPA/
Corona/Amstel Light/Mikes HardLemonade/
Magners Cider 5.00

HOOD ICE CREAM NOVELTIES

Red Sox Cone 4.00
Vanilla Sandwich 4.00
Hoodsie or Pop 3.00
Ice Cream Bar 4.00

SUNDRIES (Travel Size)

Suntan Lotion - 4.00 Dramamine - 4.00
Chapstick - 2.00 Aspirin - 3.00
Hand Sanitizer - 2.00

**DOCKSIDE
Seafood Shack**

APPETIZERS & SIDES

New England Clam Chowder \$6.75
Thick/Creamy
Point Judith Calamari 12.95
Banana Peppers/Marinara
Maryland Style Crab Cake 12.95
Sweet Chili Mayo/Lemon/Wakame
Lobster Fritters 12.95
Island Dipping Sauce
Shrimp Cocktail 11.95
House Cocktail Sauce/Lemon
Key West Coconut Shrimp 12.95
Sweet Chili Sauce
AHI Sashimi Tuna 13.95
Sesame Crusted/Wasabi Drizzle/Wakame
Chicken Fingers 10.50
Honey Mustard BBQ Sauce
Buffalo Tenders 11.50
Celery/Blue Cheese
Seasoned Baskets
-- *Onion Rings/Beer Battered* 7.50
-- *Idaho String Fries/Sea Salted* 5.95
-- *Sweet Potato Fries/Sea Salted* 6.95
-- *Clam Strips/Dipping Sauce* 9.95

House Summer Slaw 3.50
Red Bliss Potato Salad 3.50
Cape Cod Potato Chips 2.00

SAMPLE

11/11/2011

SEAFOOD BASKETS

(Choose Potato Salad or Summer Slaw)

- N.E. Lobster Roll \$20.95
Grilled/Buttered Roll
- Cod Fish Tacos 13.95
Avocado Salsa/Picante
- Scallop Roll 15.95
Tarter/Lemon
- Grilled Lobster Tacos 20.95
Avocado Salsa/Picante
- Fried Cod Brioche 14.95
Lettuce/Tomato/Tarter/Lemon
- Seared Crabby Patty (Crab Cakes) 14.95
Lettuce/Tomato/Chili Mayo/Lemon

BURGER BASKETS

(Grilled Brioche/Onion Straws/Fries/Pickle)

SAMPLE

- Angus Beef Burger 10.95
Lettuce/Tomato
- Angus Cheddar Burger 11.95
Lettuce/Tomato
- Bacon Bleu Angus Burger 12.95
Lettuce/Tomato/Blue Crumble
- Buffalo Chicken Burger 11.95
Lettuce/Tomato/Bleu Mayo

KIDS BASKETS

- Chicken Fingers and Fries 8.95
- Grilled Hot Dog and Fries 7.95
- Grilled Cheese and Fries 7.95

SEAFOOD PLATES

(with Fries/Lemon and Summer Slaw)

- Fish and Chips 16.95
Cod/Tarter Sauce
- Georges Bank Scallops 19.95
Battered/Fried/Tarter
- Fried Shrimp 16.95
Island Dipping Sauce
- Grilled Atlantic Salmon 17.95
Sweet Chili Glaze
- Seafood Combo 22.95
Fried Shrimp/Fish/Scallops

ENTREE SALADS

(Ken's Dressing/Croutons)

- Classic Caesar 8.95
- With: Lobster Salad 19.95
- Grilled Salmon 16.95
- Chicken Tenders 13.95
- Chilled Shrimp 15.95
- Ahi Tuna 16.95
- Fresh Lobster & Avocado Caesar 20.95
Tomatoes/Red Onion/Cilantro Vinaigrette

DESSERTS

- Key Lime Pie 6.95
- Mango Cheesecake 6.95

Ordering raw or partially cooked meats, shellfish, poultry or seafood may increase the risk of food-borne illness.

DOCKSIDE SEAFOOD SHACK
BOATERS BREAKFAST MENU 7am-10

BREAKFAST SANDWICH Served on grilled
English Muffin \$ 5.95

Black Forest Ham/Fried Egg/Cheddar Cheese

Sausage/Fried Egg/Cheddar Cheese

Bacon/Fried Egg/cheddar

ASSORTED BREAKFAST PASTRIES from
Buckies Bakery, Dennisport

Croissants-Muffins- Scones- Biscotti \$2.50 - \$3

BEVERAGES

Coffee, Tea, Milk, Hot Chocolate \$ 2

Orange Juice \$3

SAMPLE

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: aebd2baa-cce4-47ac-b337-892ff9cb020c

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Dockside Seafood LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 4/8/2019 3:22:30 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Dockside Seafood LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Matthew

Last Name:
Kelley

Address:
1561 Orleans Road

City:
Harwich

State:
MA

Zip Code:
02645

Email Address:
mp.kelley@verizon.net

LEGAL NOTICE
TOWN OF HARWICH
APPLICATION FOR ALTERATION OF PREMISES
FOR LIQUOR LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for an Alteration of Premises for the Seasonal, General On Premise, All Alcoholic Beverages License now held by Go Industries Inc. d/b/a Perks, Taylor Powell, Manager on the premises at 545 Route 28, Harwich Port. Applicant is seeking to alter premises as follows:

Serving area: café located on first floor of building with 3 entrances and 4 exits. Front room with 3 entrances and 3 exits with indoor seating, tables, & counter/bar, total indoor sq. ft. is 2,230. Patio and porch area with exterior seating/tables total outdoor sq. ft. is 2,406. Outside area consists of musician area, fire pit, outside bar, outside seats/tables, all totaling 39 seats on the property.

The Board of Selectmen will hold a hearing upon the application on Monday, April 29, 2019 no earlier than 6:30 P.M. in the Donn B. Griffin Room at Town Hall, 732 Main Street, Harwich, at which time all interested parties will be heard.

Harwich Board of Selectmen
Local Licensing Authority

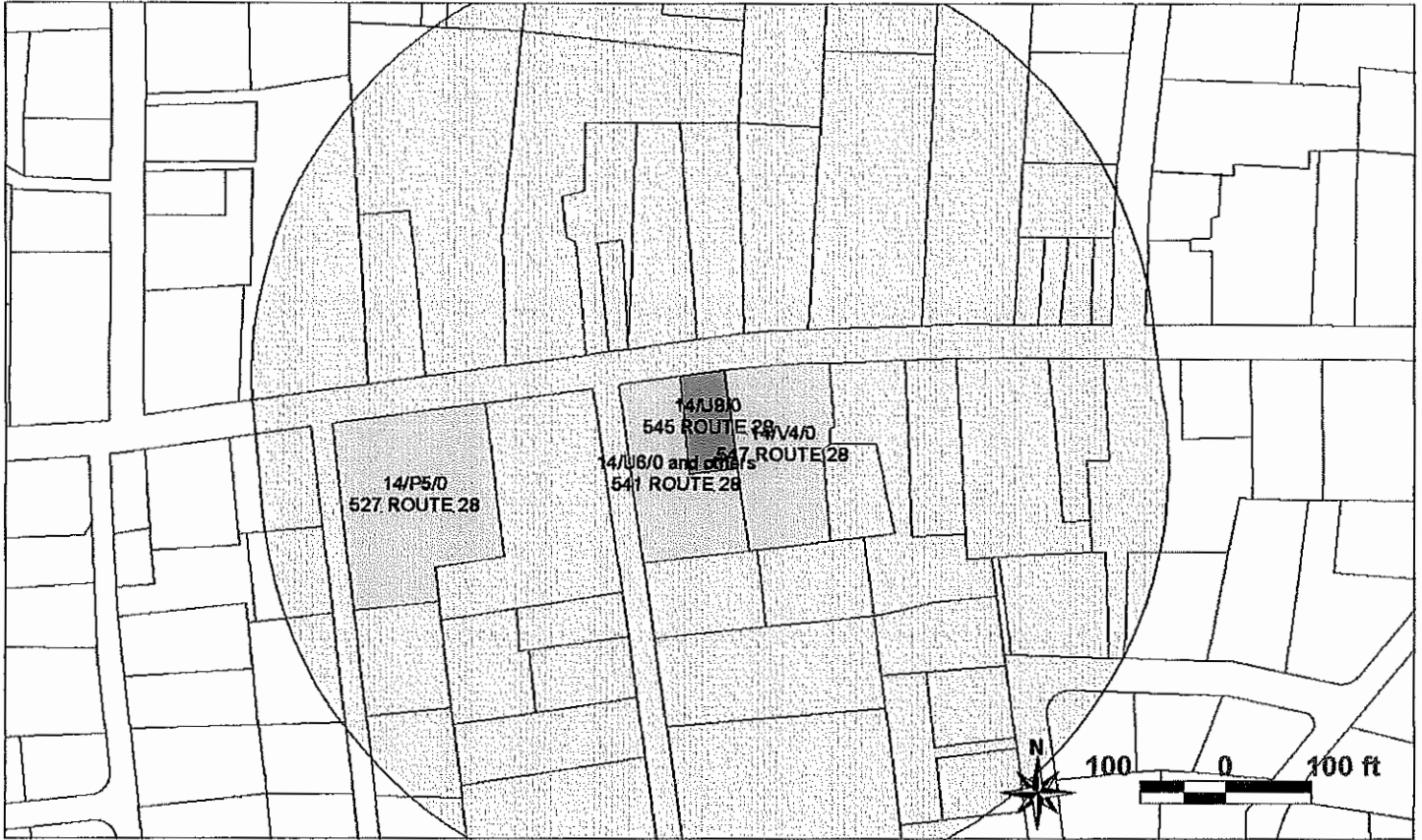
Cape Cod Chronicle
April 18, 2019

Cape Cod Times
April 16, 2019



TOWN OF HARWICH, MA
 BOARD OF ASSESSORS
 732 Main Street, Harwich, MA 02645

Abutters List Within 500 feet of Parcel 14/U8/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
10558	14-P5-0-E	PILGRIM CONGREGATION	527 ROUTE 28	527 MAIN ST	HARWICH PORT	MA	02646
2046	14-U6-0-E	541-543 MAIN STREET CONDOMINIUMS TRUST	541 ROUTE 28	C/O BRAX INC 51 OAK ST	HARWICH	MA	02645
23986	14-U6-A-1-R	541 MAIN STREET LLC	541-1 ROUTE 28	541 ROUTE 28 UNIT 1	HARWICH PORT	MA	02646
23987	14-U6-A-2-R	541 MAIN STREET LLC	541-2 ROUTE 28	541 ROUTE 28 UNIT 2	HARWICH PORT	MA	02646
23988	14-U6-B-3-R	541 MAIN STREET LLC	541-3 ROUTE 28	541 ROUTE 28 UNIT 3	HARWICH PORT	MA	02646
23989	14-U6-B-4-R	541 MAIN STREET LLC	541-4 ROUTE 28	541 ROUTE 28 UNIT 4	HARWICH PORT	MA	02646
2048	14-U8-0-R	✓ 545 MAIN STREET REALTY TRUST	545 ROUTE 28	30 HARBOR RD	HARWICHPORT	MA	02646
8513	14-V4-0-R	SAWIN GARY & SAWIN LISA B	547 ROUTE 28	34 HIGH ROCK ST	WESTWOOD	MA	02090



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

Change of Location

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification*
- Advertisement*
- Payment Receipt

Alteration of Premises

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification*
- Advertisement*
- Payment Receipt

**If abutter notification and advertisement is required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Go Industries Inc. d/b/a Perks	Harwich, MA	00088-GP-0506

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Applying to use the front room and remainder of the porch for service, they are currently under the same roof and located on the same licensed premises.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Taylor Powell	Manager on Record	perkscoffeeandcafe@gmail.com	305-546-8864

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

dba Perks is requesting to absorb the front room & remainder of the porch into their liquor license. It's located under the same roof & on the same licensed premise as Perks at 545 Route 28 Harwich Port, MA 02646. Harwich Board of Health approved use for service of these areas on 3/12/2019 & to add additional seating to Perks BOH permit to operate 39 seats

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Serving area: cafe located on first floor of building with 3 entrances & 4 exits. Front room with 3 entrances & 3 exits with indoor seating, tables, & counter/bar, total indoor sq ft is 2230. Patio & Porch area with exterior seating/tables total outdoor sq ft is 2406. Outside area consists of musician area, fire pit, outside bar, outside seats/tables, all totaling 39 seats on the property.

Total Sq. Footage	4636	Seating Capacity	39	Occupancy Number	existing 24 indoor
Number of Entrances	6	Number of Exits	7	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address	545 Route 28 Harwich Port, MA 02646
Proposed Street Address	same

3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

N/A

Total Sq. Footage	<input type="text"/>	Seating Capacity	<input type="text"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text"/>	Number of Exits	<input type="text"/>	Number of Floors	<input type="text"/>

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

4. FINANCIAL DISCLOSURE

Associated Cost(s): \$80,000

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
dba Perks	\$80,000
Total:	\$80,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

APPLICANT'S STATEMENT

I, Taylor Powell the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

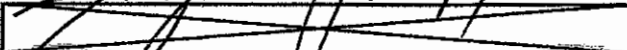
of Go Industries Inc. dba Perks
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

March 27, 2019

Title:

Director

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

#2) Alteration of Premises

Please see the attached floor plan that identifies the approved and existing outdoor counter/bar, outside tables/chairs, fire pit, porch and musician area. Outlined is the service area to also include the full porch, front room, inside tables/chairs, and inside counter/bar. The floor plan shows the means of egress from the outside Patio and Porch and show the points of control of where the alcohol will be contained.

Multiple Signage on the licensed premises reads:

No outside drinks permitted on this property

No alcoholic beverages permitted past this point

All alcoholic beverages must be consumed on this premise

Additionally, Perks staff monitors all entrances and exits to ensure no one brings in any outside drinks or leaves the licensed premise with any alcoholic beverages.

CORPORATE RESOLUTION OF GO INDUSTRIES, INC.

WHEREAS, the Corporation holds the certain licenses, permits and designations for the lawful conduct of the activity generally described as the Provision of Alcoholic Beverages For Sale and

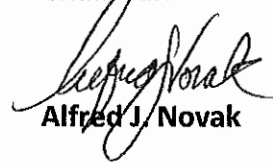
WHEREAS, the Corporation desires to increase the square footage available for use in the Provision of Alcoholic Beverages For Sale at its current location of 545 Main Street, Harwich Port, MA 02646, be it:

RESOLVED, that the Corporation shall make the necessary application to the appropriate government agency for such license, permits and designations which shall include but necessarily be limited to:

1. INCREASING THE CURRENT SQUARE FOOTAGE FOR USE IN THE PROVISION OF ALCOHOLIC BEVERAGES FOR SALE AT 545 MAIN STREET, HARWICH PORT, MA 02646.

The undersigned hereby certify that they are the duly elected and qualified Chairman of the Board of Directors and the Secretary and custodian of the books and records and Seal of GO Industries, Inc, a corporation duly formed pursuant to the State of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that the said meeting was held in accordance with State law and the Bylaws of the above-named Corporation on March 26, 2019, and that the said resolution is now in full force and effect without modification or rescission.

Chairman



Alfred J. Novak

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 26th day of March 2019.

Secretary



Carol Novak

Fee: \$1197.00 Com: \$525.00
Doc: 46817
Date: 09-26-2005 8 08:40am
BARNSTABLE COUNTY REGISTRY OF DEEDS
BARNSTABLE COUNTY EXCISE TAX

QUITCLAIM DEED

I, Monica Seggos, individually, of 545 Main Street, Harwich Port, MA 02646, for consideration paid and in full consideration of Five Hundred Twenty Five Thousand (\$525,000.00) Dollars

GRANT to 545 Main Street Realty Trust, under Declaration of Trust dated September 21, 2005, recorded herewith, having an address of 30 Harbor Road Harwich Port, MA 02646

with **QUITCLAIM COVENANTS**, the land in Harwich, that part called Harwich Port, together with the buildings thereon, being further identified as follows:

Lot F as shown on a plan of land entitled "Plan of Lots E & F of Howard R. Sullivan, in Harwich Port, Scale: 1" - 10', July 5, 1961, Newell B. Snow R.L.S., Buzzards Bay, Mass.", which said plan is duly recorded with the Barnstable County Registry of Deeds in Plan Book 165, Page 115.

Subject to and together with the benefit of all rights, restrictions, easements, reservations, appurtenances and rights of way of record, insofar as the same may now be in full force and applicable.

For title see Deed at Book 19374, Page 192.

Property Address: 545 Main Street, Harwich Port, MA 02646

Witness my hand and seal this 21 day of September, 2005.

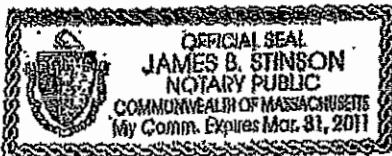
Monica Seggos

Fee: \$1197.00 Com: \$525.00
Doc: 46817
Date: 09-26-2005 8 08:40am
BARNSTABLE COUNTY REGISTRY OF DEEDS
BARNSTABLE STATE EXCISE TAX

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

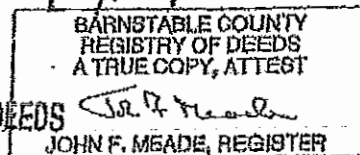
On this the 21st day of September, 2005, before me the undersigned notary, personally appeared the above named Monica Seggos satisfactorily proven to me to be the person who signed the foregoing instrument, which proof was a MA Driver's License and acknowledged to me that she did so freely and voluntarily for the purposes set forth therein.



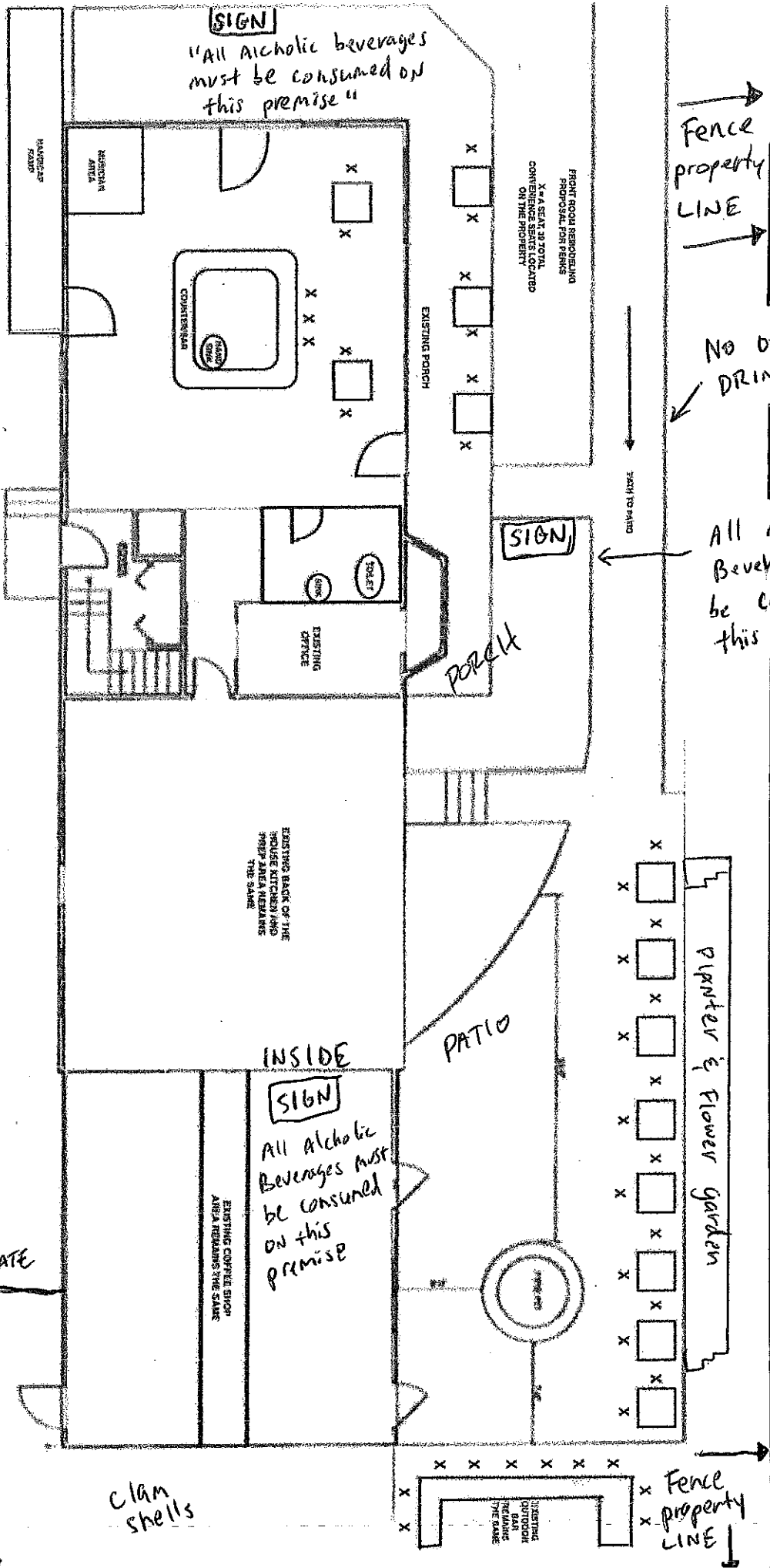
Notary Public

My commission expires: 3/31/2011

BARNSTABLE REGISTRY OF DEEDS



= licensed service area



Fence property LINE

No outside DRINKS permitted

All alcoholic Beverages must be consumed on this premise

emergency exit to Route 28

SIGN "emergency exit ONLY"

Fence property LINE

clean shells

Fence property LINE

TOWN PLANNER & FACILITY MAINTENCE MANAGER

732 Main Street, Harwich, MA 02645

508-430-7511 fax: 508-430-4703



April 22, 2019

To: Board of Selectmen
From: Sean Libby, Facility Maintenance Manager
Charleen Greenhalgh, Town Planner *CSL*
Re: Green Communities Designation Grant Project Application

Attached please find a copy of the Massachusetts Department of Energy Resources Regional Energy Planning Assistant Grant Memorandum of Understanding between the Town of Harwich and Cape Light Compact. The services provided within the outlined MOU are paid for 100% by the Massachusetts Department of Energy Resources.

We have worked very closely with Cape Light Compact and have received outstanding and timely results from them. This is a wonderful opportunity to continue work on Green Communities ventures.

We respectfully request your approval and signatures on the MOU. A proposed motion could be:

Move approval of the Memorandum of Understanding between the Town of Harwich and Cape Light Compact for regional energy planning assistance.

**MASSACHUSETTS DEPARTMENT OF ENERGY RESOURCES
REGIONAL ENERGY PLANNING ASSISTANCE GRANT**

MEMORANDUM OF UNDERSTANDING BETWEEN

Cape Light Compact and the Town of Harwich for regional energy planning assistance. The Town of Harwich hereby agrees to work with Cape Light Compact on the following scope of work (as marked) with financial assistance provided to the Cape Light Compact by the Massachusetts Department of Energy Resources via their Regional Energy Planning Assistance grant.

GRANT SCOPE OF SERVICES

The Town and the Compact agree to the following scope of services (marked with an X) for a period of two years:

Prepare to become a Green Community: (Maximum \$7,500 per municipality for this group of criteria not to exceed one hundred 100 hours)

- Criteria #1 and #2 – Review existing by-laws and permitting; and assist in developing new by-law or amendments as needed
- Criterion #3 – Set up, review and enter data into MassEnergyInsight. Assist with preparation of the Energy Reduction Plan, including scheduling energy assessments and coordinating with municipal facility personnel
- Criterion #4 – Drafting of fuel-efficient vehicle policy and/or assembling vehicle inventory
- Consolidate documents in preparation for submitting Green Communities designation application

For New and Existing Green Communities: (Maximum four thousand dollars (\$4,000) per municipality for this group of activities)

- Assist with grant application preparation in an amount not to exceed one thousand five hundred dollars (\$1,500)
- Assist with Annual Report preparation in an amount not to exceed two thousand five hundred dollars (\$2,500)
- Municipal energy data analysis and evaluation in an amount not to exceed three thousand dollars (\$3,000)

Assist with procurement activities for approved grant funded projects in an amount not to exceed two thousand five hundred dollars (\$2,500)

Non-Green Community clean energy project management in an amount not to exceed three thousand dollars (\$3,000) per municipality for this activity

Clean energy planning. Amount may not exceed three thousand dollars (\$3,000) per municipality for this activity

TOWN RESPONSIBILITIES

The town agrees to provide the following to the Compact, where applicable:

- Identify a point person/people for the town for review and coordination of applications, projects and reports and/or access and authorization to work with applicable staff or vendors
- Access to current vehicle lists (for reporting purposes)
- Access to invoices and paid receipts for approved projects (to assist with reporting and reimbursement for the town)
- Access and authorization for MassEnergyInsight on behalf of the town
- Access to fuel bills (propane, oil, diesel and gasoline) for reporting purposes
- Access to any solar data that may affect the
- Access to data on permits for as-of-right siting

SUPPORT JUSTIFICATION

- While the Town has a commitment to Green Communities, staff are often required to attend to multiple different projects and tasks, and thus it is difficult for staff to prepare, maintain and report on required tasks for Green Communities compliance when there are competing priorities.
- Assistance from a regional agency can provide further efficiencies as the towns all work toward similar goals.
- With assistance, the town can maximize its resources to continue to work on energy reductions and Green Communities priorities.

Town’s Point-of-Contact Name: Sean Libby and Charleen Greenhalgh

Signed: _____ Date: _____
Margaret Downey, Compact Administrator

Signed: _____ Date: _____
Julie Kavanagh, Town of Harwich

Signed: _____ Date: _____
Larry Ballentine, Town of Harwich

Signed: _____ Date: _____
Edward McManus, Town of Harwich

Signed: _____ Date: _____
Michael MacAskill, Town of Harwich

Signed: _____ Date: _____
Donald Howell, Town of Harwich

Note: The grant specifies that the Chief Executive Officer should be the signatory. In some cases, this is the Town Manager or Town Administrator, but in other cases, it can be the governing body such as the Board of Selectmen or Town Council.

HARWICH applied to use grant funding of **\$152,910** to fund energy conservation measures, boiler, pump variable frequency drive, and energy management system, in municipal facilities including Brooks Free Library.

The attached contract document, as well as 3 additional fiscal-related documents (EFT_FORM.pdf, Contractor Authorized Signatory Listing.doc, Request for Taxpayer Identification Number and Certification (W-9).doc), together comprise a contract between DOER and HARWICH for the funding awarded at the time of HARWICH's Green Community Designation.

The date when DOER signs the Contract, is the **EFFECTIVE DATE**. HARWICH may not incur obligations prior to the Effective Date.

I will let you know by email when you can begin to incur obligations for the approved projects in the scope of work. Later, after the contract has been entered into the state system and has a Contract ID #, I will return a scanned copy of the signed Contract to you for your records.

Please review these documents carefully. Let me know if you have any questions or propose making changes. Only one copy of original signed pages need to be returned to me by mail. **That will be six signed pages: 1) standard contract-page one, 2) Commonwealth Terms and Conditions, 3) Contractor Authorized Signatory, 4) EFT, 5) W-9 (Massachusetts version), and 6) Municipal Approval on municipal letterhead.**

I draw your attention to the following elements in these contract documents to review and consider:

I. THE STANDARD CONTRACT (page 1)

- The Authorizing Signature will sign the Contractor Authorized Signatory Listing document and can authorize other persons. Please review the checked choice in both the Prompt Payment Discount and Anticipated Start Date sections and read this page carefully.

II. COMMONWEALTH TERMS AND CONDITIONS

- This needs to be signed, original copy mailed to me at address below with other contract documents.

VII. ATTACHMENT C – SCOPE OF GRANT AWARD (beginning on pg. 21)

- Contingencies relevant to the project scope are described. The grantee is required to have documentation from utilities regarding rebates before selection and installation of products for energy conservation measures. Please review all the contingencies carefully.
- The first disbursement of funds is contingent on receipt by DOER of the Municipal Project Approval Letter, template for letter is Attachment C of the contract, (the following will be required once additional energy conservation measures are approved) along with documentation of communication with utility representatives about the availability of utility incentives as applicable, as well as the execution of the Contract.
- Program Schedule
- Disbursement of Funds schedule

IV. ATTACHMENT D – BUDGET

- **Disbursement of funds is scheduled over 3 Fiscal Years, if this doesn't look realistic please let me know.**

VIII. ATTACHEMENT E – TEMPLATE MUNICIPAL PROJECT APPROVAL LETTER

- Place text on municipal letterhead and have signed, original copy mailed to me at address below with other contract documents

Please return all signed documents to me by mail. I would appreciate an email when they are in the mail so I can look for them.

I look forward to working with you in the future.

Best regards,
Jane

Jane Pfister, Grant Coordinator
Green Communities Division
Department of Energy Resources
100 Cambridge Street, Suite 1020
Boston, MA 02114

617-626-1194 (direct)
jane.pfister@mass.gov

Creating a Clean, Affordable, and Resilient Energy Future for the Commonwealth



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: Town of Harwich (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: ENE 1000	
Legal Address: (W-9, W-4, T&C): 732 Main street, Harwich, MA 02645		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Christopher Clark		Billing Address (if different):	
E-Mail: cclark@town.harwich.ma.us		Contract Manager: Jane Pfister	
Phone: 508-430-7514	Fax: 508-432-5039	E-Mail: jane.pfister@mass.gov	
Contractor Vendor Code:		Phone: 617-626-1194	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: PON-ENE-2012-011	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (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"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ 152,910			
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); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) This is a contract to award a grant to the Town of Harwich under the Green Communities Designation Grant Program in the amount of one hundred fifty-two thousand nine hundred ten dollars (\$ 152,910) to fund energy conservation measures in municipal facilities including Brooks Free Library. The energy conservation measures funded are: boiler, pump variable frequency drive, and energy management system, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of May 31, 2021 , 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 Contractor Certification (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support the Request for Response (RFR) or other solicitation, the Contractor's Response, and business in Massachusetts are attached or incorporated by reference herein according to the hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certification , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Julie E. Davanagh</u> Print Title: <u>Chair, Board of Selectmen</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Alexander Gill</u> Print Title: <u>Chief Financial Officer</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 1099I 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 posted.

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



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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](#).

CONTRACT END DATE

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 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



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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 "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.

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 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

COMMONWEALTH TERMS AND CONDITIONS



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 effect 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.

III. Background

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee's response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as "the Project").

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

COMMONWEALTH TERMS AND CONDITIONS

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

ATTACHMENT E: TEMPLATE MUNICIPAL PROJECT APPROVAL LETTER

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. GRANTEE AUTHORIZED SIGNATORY LISTING
2. W-9 FORM
3. EFT

III. ATTACHMENT A – GC GRANT APPLICATION MATERIALS



**GREEN COMMUNITIES
GRANT PROGRAM
WINTER 2019**



GRANT APPLICATION GUIDANCE

INSTRUCTIONS

- Applicants must complete all required sections **ONLINE** in order to be considered for a grant award. No paper submissions are allowed.
- Applications should be submitted by **5 pm February 8, 2019**.
- Applicant must be a Green Community that was designated in December 2018. Previously designated Green Communities/grant awardees are not eligible in this cycle and will be notified of future grant opportunities.
- A Green Community can elect to apply for only a portion of its grant funds at this time if additional audits or studies are required. For example, a Green Community may know that it needs to replace a boiler but needs an engineering study to provide detailed information on the project's cost and energy savings. This Green Community could apply for funds for the engineering study first, using quotes it has solicited for cost estimates, and then apply for the remainder of the funds for the new boiler upon completion of the study.
- If any funds are to be used for administrative costs, justification to demonstrate that Green Community program and grant administration would not proceed without administrative funds must be provided. **In no case shall more than 10 percent of grant awards be used to fund administrative costs.**
- Quarterly progress reports are required upon receipt of your Green Communities Grant. These requirements will be detailed when your grant award is executed.

QUALIFIED PROJECTS

Designated Green Communities may submit a grant application to fund all or a portion of the costs of studying, designing, constructing and implementing energy efficiency and renewable or alternative energy activities, including but not limited to:

- Energy conservation measures and projects
- Energy audits or engineering studies (*Please note: Only audits that are ASHRAE Level 2 or 3 or equivalent are eligible for funding and the scope must be clearly defined. Please consult this document: <https://www.mass.gov/files/documents/2016/08/nb/audit-recommendations-for-municipalities.pdf> and/or your Regional Coordinator for more guidance*)
- Demand side reduction initiatives
- Supporting services for energy efficiency policies, including seed funds for Energy Manager position (up to 20 percent of grant award not to exceed \$50,000). Applicant may not apply for BOTH Energy Manager Seed Funds AND Administrative costs.
- Vehicular efficiency measures, such as idle reduction equipment and after-market hybrid retrofit kits
- Incremental costs of hybrid vehicles, plug-in hybrid or fully electric vehicles (\$10,000 max per vehicle; limit 2 vehicles)
- The installation of publicly accessible electric vehicle charging station equipment (\$10,000 max per charging station, limit 2)
- Financing the siting and construction of renewable and alternative energy projects on municipally-owned property
- Building Operator Certification training for up to three staff members.
- See pages 4-7 for details

Please Note: All proposed projects should be completed within approximately one year from contract execution.

REQUIRED APPLICATION MATERIALS

- Completed Grant Application Table that contains specific metrics for upgrades and improvements that you propose in your project(s). This file must be submitted as an Excel spreadsheet.
- A Project Narrative for EACH project (see below)
- Supporting material in its original and complete format (e.g., the entire audit report, not a portion of it)
- Certification of Application – see next page

NAME each of your files for the above listed documents with your municipal name and wording that makes the content of the file clear (see examples below) – this is **REQUIRED**.

Naming Examples for the town of “Muni A”:

- Muni A Grant Application Table.xls
- Muni A Efficiency Narrative.pdf
- Muni A Solar Narrative.pdf
- Muni A Energy-to-Go audit.pdf
- Muni A Your Own Solar.pdf
- Muni A Certification of Application

CERTIFICATION OF APPLICATION

The Certification of Application below should be completed, scanned and uploaded as a PDF file.

CERTIFICATION OF APPLICATION

The Chief Executive Officer must complete this certification.

I, _____ am authorized to execute said Application on behalf of -
_____, the applying municipality and verify that the
information in the Green Communities Grant Application is true.

[Signature of Chief Executive Officer]

[Signature of Chief Executive Officer]

[Date]

NOTE: The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any town, unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter.

Any signatures of designees will be considered an attestation that the municipality has designated the signatory.

PROJECT NARRATIVE FOR *EACH* PROJECT

1. Describe the scope of the project proposed including:
 - a. purpose
 - b. benefits
 - c. timeline
 - d. procurement status
 - e. anticipated impact
2. Explain how the project supports your Five-Year Energy Reduction Plan and other applicable Green Communities criteria.
3. Provide a complete accounting/proposed budget for the project. Include:
 - a. Total project budget with cost estimates/quotes (annotated to clearly identify the option selected for the budget)
 - b. Other sources of funding, including any utility or Mass Clean Energy Center incentives
 - c. Justification for any funds to be used for administrative costs; this **MUST** be provided. (In no case shall more than 10 percent of grant awards be used to fund administrative costs.)
4. Attach documentation to support project viability: applicable feasibility studies, site analyses, audits/assessments, design documents, contracts, construction schedules and anticipated completion dates. Provide complete documents with references to the relevant portions.

FOR **RENEWABLE ENERGY** PROJECTS:

- Provide documentation demonstrating the availability of the renewable resource identified in this application. For example, if the applicant is pursuing a wind project, please provide relevant analysis that supports the siting of wind in the location identified (e.g. wind map information, Met tower data).
- Identify Energy Conservation Measures completed within the last five years for the building(s) being considered for the renewable energy project. The application must demonstrate that any building(s) proposed for renewable energy projects are energy efficient.
- Biomass projects eligible for the grant program must 1) utilize only clean wood chips or wood pellet fuel, 2) meet all applicable ASME and UL safety certifications, 3) achieve fuel conversion efficiency ratings that are amongst the highest of those of commercially available products, typically above 80-85 percent, and 4) utilize Best Available Control Technology (BACT) to reduce air emissions to levels that are amongst the lowest achieved by commercially available technology.
- Hydro projects must be certified by the Low Impact Hydro Institute. Projects seeking funding for the construction or repair of hydroelectric facilities must be eligible for qualification for DOER's Renewable Energy Portfolio Standard (RPS) as either a Class I or Class II facility. This qualification requires certification from the Low Impact Hydro Institute (LIHI) and review by the MA Department of Fish and Game.

FOR ENERGY EFFICIENCY PROJECTS:

- If the measure(s) identified for funding are included in an audit, then providing that complete audit and other required documentation in items 1-4 above is likely sufficient.
- If the measure(s) identified for funding are not included in an audit but detailed information exists, the applicant must support the projected energy and cost savings. The supporting information must include quantification of the measure (e.g. R-value, U-Value, rated efficiency, etc.), and sample calculations that list all assumptions. A sign-off by a registered mechanical engineer (P.E.) will be acceptable in lieu of the sample calculations.
- For **interior LED lighting upgrades**, project must be whole fixture replacements of existing lamps and ballasts; re-lamping alone using an existing ballast will not be considered.
- **For boilers and HVAC system projects that ARE fuel conversions, provide:**
 - Efficiency and fuel type of existing unit
 - Efficiency and fuel type of proposed unit
- **For boilers, rooftop ventilation units, and HVAC system projects that are NOT fuel conversions, provide:**
 - Efficiency of code-compliant unit
 - Efficiency of proposed unit
 - Cost of code-compliant unit
 - Cost of proposed unit
- For requests for funding for **Variable Frequency Drives (VFDs)**, provide the control sequence of operations. This information should be available in the project proposal. If not, please ask the consultant to provide this information.
- Due to their complexity of operations and the proprietary nature of the systems, DOER needs additional information to approve grant funding for **Energy Management Systems (EMS)**. This information should be available in the project proposal. If not, please ask the consultant to provide this information. Please provide the following information for review:
 - Current EMS (if any)
 - Number of data points requested
 - Systems and equipment to be monitored and/or controlled
 - Estimated energy savings
 - EMS manufacturer
 - Whether the EMS remote control units and transducers are interchangeable with EMS main control units from other vendors
 - Whether the EMS program software is open-source, and whether updates and revisions can be installed by technicians other than the vendor
 - The communication protocol (e.g., BACNET) and whether it allows communication with other vendors' control systems
 - Training on operations, emergencies, adjustments, troubleshooting, maintenance and repairs
 - While the following materials are not required for review, DOER recommends that a municipality receive these from its selected EMS vendor:
 - ✓ Operations and Maintenance manuals
 - ✓ As-built control drawing package
 - ✓ Graphical user interface
 - ✓ As-built control sequences
 - ✓ Maintenance service agreements, state of warranty date and similar continuing commitments
- If the detailed information required in the Grant Table is not available, please submit a request to fund an energy audit or engineering study.

- A Green Community can elect to apply for only a portion of its grant funds at this time if additional audits or studies are required. Then, the energy audit or engineering study may be used for the purposes of a subsequent Green Communities grant request.

To be eligible for Green Communities grant funding, audits must be ASHRAE Level 2 or 3 or equivalent and the scope must be clearly defined. Please consult this document <https://www.mass.gov/files/documents/2016/08/nb/audit-recommendations-for-municipalities.pdf> and/or your Regional Coordinator for more guidance.

FOR ENERGY MANAGER SEED FUNDS:

- Up to 20 percent of grant award, not to exceed \$50,000 may be used to provide seed funding for a long-term Energy Manager position. DOER expects that the applicant will assume funding the position after the Designation Grant is complete. Potential future funding sources may include savings derived from implementing energy efficiency projects, administrative costs from future Green Communities Grants, and utility incentives.
- Applicants may hire their own Energy Managers on either full-time or part-time basis, or to increase the hours of an existing municipal staff member currently working no more than 20 hours per week.
- DOER can provide applicants suggested language for a job description.
 - Describe the need for the position, and what gap this position will fill that is not currently being addressed; note who, if anyone, currently addresses energy issues and projects for the applicant; describe why an Energy Manager is critical for your municipality to implement these projects and to meet overall clean energy goals.
 - Identify specific energy-saving projects the Energy Manager will focus on in Year One, as well as other projects and goals the Energy Manager will achieve in future years.
 - Explain how the Energy Manager will enhance communication on energy across multiple municipal departments, including schools as applicable.
 - Specify how many hours the Energy Manager will work each week; if the grant will increase the hours of an existing position, how many additional hours per week.
 - Provide supporting documentation to justify the hourly rate of the position.
 - Include a detailed plan for how the position will be sustained and funded beyond the life of the grant.

FOR VEHICULAR PROJECTS:

Vehicular Efficiency Measures

- Technologies that reduce vehicle fuel consumption (e.g. anti-idling technologies, add-on hybrid technologies, etc.).
- For anti-idling and hybrid add-on technologies, include whether a retrofit of the vehicle(s) will be required and the associated cost(s).
 - Please visit: <http://www.mass.gov/anf/docs/osd/uguide/veh102designateddoer.pdf> for information on purchasing idle-reduction and after-market vehicle conversion equipment for light, medium and heavy duty vehicles off of state contract.
- Incremental cost for hybrid vehicles (including leases). Grant can cover the difference between a ‘standard’ vehicle and the ‘hybrid’ version of that same vehicle, up to \$10,000.
 - Up to \$10,000 for fully electric or plug-in hybrid/electric vehicles. Limit two per applicant.
- For hybrid, plug-in hybrid, and fully electric vehicles (including leases), grant applications must include type and model of vehicle is being replaced, its average annual mileage and fuel costs, as well as the make/model of the proposed vehicle, and the mpg for both vehicles.

- Please visit: <http://www.mass.gov/anf/docs/osd/uguide/veh98.pdf> for information on how to purchase vehicles off of state contract
- For electric vehicle charging stations, grant will cover up to the full cost of installation (maximum \$10,000), minus other available grants and funding, including utility funding. Charging stations must be publicly accessible. Limit two per applicant.
 - Please visit: <http://www.mass.gov/anf/docs/osd/uguide/veh102designateddoer.pdf> for information on how to purchase charging stations off of state contract.

HOW TO SUBMIT APPLICATION ONLINE

Welcome to the Green Communities Online Grant Application System. We've worked hard to make this process simple, please read the instructions.

Conventions in the Instructions

- Items in < > are clickable; e.g. <Submit> is a clickable **Submit** button
- Items that are underlined and **blue** are hyperlinks to other web pages

Getting Started

- Only one person can submit information from your city or town. Please designate a single person who will be submitting the grant application and provide his/her email address to your Regional Coordinator. A new single point of contact will receive an email invitation to the online application system and will be required to create a user profile. A contact from the Designation process will be given access to the Grant Application system.
- Use a high speed (broadband) Internet connection if possible. Dial-up connections work, but may be frustratingly slow. If you do not have access to a good Internet connection, please contact Jane Pfister, jane.pfister@mass.gov, or 617-626-1194.
- **No paper submission** is accepted for the grant application. The process is online and electronic only.

Application Materials Checklist – ARE YOUR MATERIALS READY?

- NAME each of your electronic files beginning with the municipal name (rather than town or city of...) and wording that makes the content of the file clear.
- Grant Application Table (Excel file)
- Signed Certification of Application (PDF file)
- Project Narrative for EACH proposed measure (Word or PDF file)
- Supporting Audits, Studies, other documentation for EACH proposed measure (complete study please, NOT just relevant pages) (Word or PDF file). If you have more than a total of nineteen (19) supporting files to upload, then create a compressed (zipped) file (with the required name format) with all supporting files for a proposed project (see instructions for creating a compressed folder).

PLEASE NOTE: You cannot return to a partially completed form to add or correct information. If you log out without using the <Submit> button, nothing has been saved in the system. However if you used the <Submit> button and submitted a form with uploaded files and then log back in, the form will be blank BUT the system saved the information you entered on the form and the files you uploaded.

Please do not submit more than once, If you do not see your city or town name on the drop-down pick list, made a mistake, or forgot something, please contact Jane Pfister at jane.pfister@mass.gov / 617-626-1194.

Grant Application Process

1. Fill out the online form completely. You will upload multiple files using the form, each beginning with the municipal name then wording that makes the content of the file clear.
2. Upload the Grant Application Table (as Excel), signed Certification of Application (as PDF), Project Narrative(s), and any other supporting materials using the Upload fields (green lines at the bottom). For each upload, click on the grey <Browse> button or in the space that says "No file selected", browse to and select a file on your computer, then double click on it or select "open". The file's path on your computer will show in the blank white space.
 - o If there are multiple documents necessary to support the grant application, please submit them as separate files rather than combined into a single file. If you have more files than there are upload lines, create a compressed (zipped) file with all files for a proposed project (see instructions on page 8).
3. Review the form and uploads carefully to make sure everything is complete and how you want it. Click on the calendar icon to select the date. When you are ready, click on the <Submit> button.
 - o When you submit a form you may receive the following message: "This form is non-secure - do you still want to send it?" It's just informational; nothing to worry about. Answer <Yes>.

After you submit, a confirmation page will appear. DOER will also receive a message from the system. Shortly you will receive an email confirming that DOER's Green Communities Division has received your grant application and the number of files uploaded. If you need to add additional files after that point, please email them directly to Jane.Pfister@mass.gov / 617-626-1194.

Get Help

Pre-Grant Application Process - [Contact your Regional Coordinator](#)

Online Process and Technical Issues -Contact Jane.Pfister@mass.gov / 617-626-1194

How to Create a Compressed (zipped) Folder

1. Put all the files you want to attach somewhere on your computer (e.g. in one folder).
2. Select all the files you wish to include: Hold down the <Ctrl> key as you click each one. They will all be highlighted.
3. Right click any of the highlighted files (put your cursor over one of the files and click the right button on your mouse or other pointing device).
4. Select <Send To> (about half way down the pop-up menu).
5. Select <Compressed (zipped) Folder> from the next pop-up menu.
6. Find the new folder. It will have the name of one of the files you selected (in step 3), but with a .zip extension (e.g. Town Efficiency Audit.zip).
7. Rename the zip folder by (right clicking the folder name and select <Rename> (near the bottom of the menu).
8. Change only the name to the left of the period (i.e. keep the .zip extension).
9. Begin with municipal name then wording that makes the content of the file clear.
10. Upload the same way, using a green Upload line on the form.

III. ATTACHMENT B – GRANTEE RESPONSE

Designation Grant Project Narrative

TOWN OF HARWICH



FY2019 Application to Green Communities

WINTER 2019

PROJECT 1: CONDENSING BOILER

1. Scope of Project

a. Purpose

The current boiler is a 1,000 MBH atmospheric Hydrotherm boiler, and a more efficient condensing boiler would improve the overall efficiency of the building with two condensing boilers.

Efficiency of code-compliant unit: 85%, but with the replacement, the analysis was done based upon existing boiler that was 82% efficient

Efficiency of proposed unit: 96%

Cost of code-compliant unit: \$72,800

Cost of proposed unit: \$91,000

b. Benefits

The benefit of condensing over standard boilers is that supply water can be preheated by the exhaust combustion air. As such, there are inherent efficiencies in the reduction of gas usage.

c. Timeline

The anticipated timeline is no later than November 2019.

d. Procurement Status

This has not yet been procured.

e. Anticipated Impact

The anticipated impact includes gas use reduction, increased comfort, and the benefit of a planned reduction. Heating system replacements are often done at end of useful life, and this creates a sense of emergency. When this is coupled with the process to acquire capital funds to address an immediate issue such as heat, then there is often a tendency to replace it quickly and not thoughtfully. This replacement aims to have a deliberate approach to efficiency and comfort for library patrons.

2. Project Support for the Five-Year Energy Reduction Plan

While this project has a longer payback, it is coupled with other measures to take a long-term view at the building's needs. With the projects requested in this grant cycle, the measures will holistically address the building's needs. Additionally, it should be noted that 15 of 36 identified measures from the Energy Reduction Plan are either underway or completed since the baseline year of FY18.

3. Accounting/Proposed Budget for Project

a. Total project budget with cost estimate

The total estimate for the installation is \$91,000. This estimate was formulated based upon similar completed installations in the area.

b. Other sources of funding

The other sources of funding include an estimated \$8,000 incentive from National Grid as well as \$8,090 from town funds.

4. References

Please see Appendix A for the Brooks Free Library Audit Report.

PROJECT 2: HOT WATER CIRCULATOR PUMP VARIABLE FREQUENCY DRIVE

1. Scope of Project

a. Purpose

The current hot water circulator pumps have no controls, and the goal is to reduce electric costs related to these pumps.

The control sequence of operations is as follows, but there may be slight variations with final installation:

The two (2) new VFD controls will modulate the motors for heating distribution pumps, labeled P-1 and P-2. Delta T sensors will be provided and installed to provide system feedback. The integral pump control will vary the pump speed according to an adjustable setting which represents a 30 degree offset during the heating mode of operation. It shall be set to decrease the flow rate on a narrowing of the temperatures between the supply and return above the set point of 20 degrees F while retaining the minimum pressure set point at the junction of the end of the supply run at the attic and at the end of the basement supply run. A pressure gauge and a temperature gauge will be installed near each location of the remote pressure sensors. Two (2) remote supply minimum pressure sensors (field adjustable, set at 22 psi) will be installed to maintain the minimum end run supply pressure. The delta T variable speed control will stop modulating if the minimum pressure is not obtained. This will allow the building to operate at the lowest boiler return water temperature within the parameters of proper flow for heating the spaces.

b. Benefits

The proposed controller is designed to manipulate the speed of a circulator pump to better match the true occupant demands.

c. Timeline

The anticipated timeline is no later than November 2019.

d. Procurement Status

RISE Engineering won a competitive bid through Cape Light Compact for municipal retrofit projects, and they are expected to be the lead vendor on this project.

e. Anticipated Impact

The anticipated impact is 7,414 kWh in electric savings.

2. Project Support for the Five-Year Energy Reduction Plan

The electric savings will assist the town in reaching its planned reductions. With the projects requested in this grant cycle, the measures will holistically address the building's needs. Additionally, it should be noted that 15 of 36 identified measures from the Energy Reduction Plan are either underway or completed since the baseline year of FY18.

3. Accounting/Proposed Budget for Project

a. Total project budget with cost estimate

The total estimate for the installation is \$17,500. This estimate was formulated based upon similar completed installations in the area.

b. Other sources of funding

The other sources of funding include an estimated \$2,000 incentive from Cape Light Compact.

4. References

Please see Appendix A for the Brooks Free Library Audit Report.

PROJECT 3: CHILLED WATER PUMP VARIABLE FREQUENCY DRIVE

1. Scope of Project

a. Purpose

The current chilled water pumps have no controls, and the goal is to reduce electric costs related to these pumps.

The control sequence of operations is as follows, but there may be slight variations with final installation:

The two (2) new VFD controls will modulate the motors for cooling distribution pumps, labeled P-1 and P-2. Delta T sensors will be provided and installed to provide system feedback. The integral pump control will vary the pump speed according to an adjustable setting which represents a 10 degree offset during the cooling mode of operation. It shall be set to increase the flow rate when the temperatures between the supply and return exceed the delta T set point of 10 degrees F. It shall be set to decrease the flow rate on a narrowing of the temperatures between the supply and return below the set point of 10 degrees F. In both scenarios, the controls will retain the minimum pressure set point at the junction of the end of supply runs. A pressure gauge and a temperature gauge will be installed near each location of the remote pressure sensors. Two (2) remote supply minimum pressure sensors (field adjustable, set at 22 psi) will be installed to maintain the minimum end run supply pressure. The delta T variable speed control will stop modulating if the minimum pressure is not obtained. This will allow the building to operate at the most efficient chilled water temperatures within the parameters of proper flow for cooling the spaces based upon the particular demand at that point.

b. Benefits

The proposed controller is designed to manipulate the speed of a pump to better match the true occupant demands.

c. Timeline

The anticipated timeline is no later than November 2019.

d. Procurement Status

RISE Engineering won a competitive bid through Cape Light Compact for municipal retrofit projects, and they are expected to be the lead vendor on this project.

e. Anticipated Impact

The anticipated impact is 6,739 kWh in electric savings.

2. Project Support for the Five-Year Energy Reduction Plan

The electric savings will assist the town in reaching its planned reductions. With the projects requested in this grant cycle, the measures will holistically address the building's needs.

Additionally, it should be noted that 15 of 36 identified measures from the Energy Reduction Plan are either underway or completed since the baseline year of FY18.

3. Accounting/Proposed Budget for Project

a. Total project budget with cost estimate

The total estimate for the installation is \$17,500. This estimate was formulated based upon similar completed installations in the area.

b. Other sources of funding

The other sources of funding include an estimated \$1,500 incentive from Cape Light Compact.

4. References

Please see Appendix A for the Brooks Free Library Audit Report.

PROJECT 4: ENERGY MANAGEMENT SYSTEM

1. Scope of Project

a. Purpose

The energy management system uses sensors and controls to help manage the building's energy use. The existing controls were retro-commissioned in 2012, but the thermal load for the building is above average for comparable buildings.

- **Current EMS** – There is currently no existing EMS. There are standalone controls for the boiler, chiller, and air handler systems.
- **Number of data points requested** – This is currently estimated to be 45 points.
- **Systems and equipment to be monitored and/or controlled** – A total of one (1) boiler, one (1) chiller, two (2) pumps, and two (2) AHUs
- **Estimated Energy Savings** – 5,734 kWh and 874 therms
- **EMS Manufacturer** – Siemens
- **Whether the EMS remote control units and transducers are interchangeable with EMS main control units from other vendors** – These are interchangeable.
- **Whether the EMS program software is open-source, and whether updates and revisions can be installed by technicians other than the vendor** – This is an open source Niagara platform.
- **The communication protocol** – The communication protocol is BACNET and allows for communications with other vendors' control system.
- **Training on operations, emergencies, adjustments, troubleshooting, maintenance and repairs** – Training will be included.
- **Materials** – Required closing documents will be supplied to the customer (i.e. O&M manuals, as-builts, sequencing, warranties, etc.)

b. Benefits

The EMS system is proposed to help reduce electric and gas usage in the building, but it will also help staff to monitor the equipment to better deduce the reason for the above-average usage in the building.

c. Timeline

The anticipated timeline is no later than November 2019.

d. Procurement Status

RISE Engineering won a competitive bid through Cape Light Compact for municipal retrofit projects, and they are expected to be the lead vendor on this project.

e. Anticipated Impact

The anticipated impact is 5,734 kWh in electric savings and 874 therms.

2. Project Support for the Five-Year Energy Reduction Plan

The electric and gas savings will assist the town in reaching its planned reductions. Other EMS projects as mentioned below have been completed or are in process, so the addition of the EMS system for this building will allow for a more holistic view of the multiple buildings throughout the town. Additionally, it should be noted that 15 of 36 identified measures from the Energy Reduction Plan are either underway or completed since the baseline year of FY18.

3. Accounting/Proposed Budget for Project

a. Total project budget with cost estimate

The total estimate for the installation is \$52,500. This estimate was formulated based upon similar completed installations in the area.

b. Other sources of funding

The other sources of funding include an estimated \$4,800 incentive from Cape Light Compact and an estimated \$1,200 incentive from National Grid.

4. References

Please see Appendix A for the Brooks Free Library Audit Report.

RESPONSE INCLUDED:

- Brooks free library.pdf

Building Name and/or Location	Project Name (description) ¹¹ 71	Projected Project Completion (month/year) (optional)	Projected Annual Electricity Savings or Generation (kWh) ¹²¹	Projected Annual Natural Gas Savings (therms) ¹²¹	Projected Annual Oil Savings (gallons) ¹²¹	Projected Annual Energy Savings (other fuel) ^{12,21}	Projected Annual Cost Savings ¹²¹ (\$)
Brooks Free Library	Condensing Boiler			1,737			\$1,737.00
Brooks Free Library	HW Circulator Pump VFD		7,414				\$1,112.00
Brooks Free Library	CW Pump VFD		6,739				\$1,011.00
Brooks Free Library	EMS		5,734	874			\$1,734.00
(Insert new rows here)							
Harwich		N/A	19,887	2,611	0	0	\$5,594.00

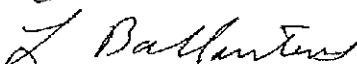
Total Project Cost (\$) ¹⁴¹	GC Grant Funding (\$) ¹⁵¹	Utility Incentives (\$) ¹⁶¹	Other Grants (please list source in column N) (\$) ¹⁷¹	Town Contribution (\$) ¹⁸¹	Funding Source(s) for Other Grants and Town Contribution	Audit or Study Reference	Audit or Study Page Reference(s) ¹⁶¹	Other Supporting Document(s) and Page References ¹⁶¹	Part of Performance Contract? (yes or no)
\$91,000.00	\$74,910.00	\$8,000.00		\$8,090.00	Town	Brooks Free Library.pdf	3	4	No
\$17,500.00	\$15,500.00	\$2,000.00				Brooks Free Library.pdf	3	5	No
\$17,500.00	\$16,000.00	\$1,500.00				Brooks Free Library.pdf	3	6	No
\$52,500.00	\$46,500.00	\$6,000.00				Brooks Free Library.pdf	3	7	No
\$0.00									
\$0.00									
\$178,500.00	\$152,910.00	\$17,500.00	\$0.00	\$8,090.00	N/A	N/A	N/A	N/A	N/A

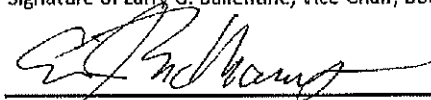
CERTIFICATION OF APPLICATION

The Chief Executive Officer must complete this certification.

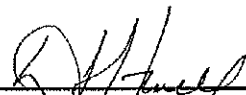
We, the Board of Selectmen for the Town of Harwich, are authorized to execute said Application on behalf of Town of Harwich, the applying municipality and verify that the information in the Green Communities Grant Application is true.


Signature of Julie E. Kavanagh, Chair, Board of Selectmen


Signature of Larry G. Ballentine, Vice-Chair, Board of Selectmen


Signature of Edward McManus, Clerk, Board of Selectmen

Signature of Michael D. MacAskill, Member, Board of Selectmen


Signature of Donald Howell, Member, Board of Selectmen

2/4/19
[Date]

NOTE: The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any town, unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the municipality has designated the signatory.

III. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS SCOPE OF GRANT AWARD AGREEMENT

**By and Between
Department of Energy Resources
and
Town of Harwich**

SCOPE OF GRANT AWARD

1. Overview:

The purpose of this contract is to award a grant to the Town of Harwich (Grantee) for a maximum obligation amount not to exceed one hundred fifty-two thousand nine hundred ten dollars (\$ 152,910.00) to fund energy conservation measures in municipal facilities including Brooks Free Library, as more particularly described in Attachment B (Project). In connection with the above referenced grant the Grantee requested one hundred fifty-two thousand nine hundred ten dollars (\$ 152,910.00) in public funding out of one hundred seventy-eight thousand five hundred dollars (\$ 178,500.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are: boiler, pump variable frequency drive, and energy management system.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

Note that, no changes in Project scope can occur or proceed without the prior written authorization from the DOER.

2. Contingencies

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), when the information becomes available.

1. Confirmation that all of the required municipal approvals have been obtained for the Project(s) and a commitment to provide information to meet all other applicable contingencies for the project(s).

Attachment E provides a template letter for providing this confirmation and commitment.

2. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.

3. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones it will promptly contact the DOER.

- (1) Complete construction of the Project – March 31, 2021
- (2) End of grant period – May 31, 2021

5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of thirty-eight thousand two hundred twenty-seven dollars and ^{50/100} (\$ 38,227.50) will be disbursed by the DOER subsequent to the execution of this contract and upon the DOER agreement that contingencies number one and number two as stated under Section Two of this Scope of Grant Award Agreement have been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of seventy-six thousand four hundred fifty-five dollars and ^{00/100} (\$ 76,455.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number three as stated in section two of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. This will include submittal by the Grantee to the DOER of detailed dated invoices for costs incurred after receipt of this grant to evidence the expenditure of the initial disbursement as set forth above.

Final Disbursement: Twenty five percent (25%) of the award in the amount of thirty-eight thousand two hundred twenty-seven dollars and ^{50/100} (\$ 38,227.50), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the project(s) are complete, that one hundred percent 100% of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.

6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that there are no current plans to close, sell, or otherwise dispose of the facility(s) for which the grant funds are designated within the next five (5) years.

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused funds

Any funds undisbursed or uncommitted by the Grantee after May 31, 2021 shall be promptly returned to the DOER within sixty (60) days.

9. Administrative Costs

Grantee's administrative costs cannot exceed ten percent (10%) of the maximum obligation contract amount of one hundred fifty-two thousand nine hundred ten (\$152,910.00).

10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

10. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters:
 - a. July 1 – Sept 30
 - b. Oct 1 – Dec 30
 - c. Jan 1 – Mar 30
 - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted after completion of the final project receiving funding, within two (2) months of completion, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above (electronic submission preferable) shall be submitted to:

Jane Pfister
Green Communities Grant Coordinator
617-626-1194
jane.pfister@mass.gov

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

III. ATTACHMENT D - BUDGET

Check one: X Initial Budget
 ___ Budget/Account Amendment. Maximum Obligation before this Amendment: \$
 PRIOR MMARS DOCUMENT ID: _____ (for reference - if applicable)
 CURRENT DOC ID: _____

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY19	7006-7060	P01		\$114,682.50				
FY20	7006-7060	P01		\$38,226.50				
FY20	7006-7060	P01		\$1.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract	
FISCAL YEAR: <u> 2019 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$114,682.50
FISCAL YEAR: <u> 2020 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$38,226.50
FISCAL YEAR: <u> 2021 </u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$152,910.00

III. ATTACHMENT E – TEMPLATE FOR MUNICIPAL PROJECT APPROVAL LETTER

****Please place the text below on Municipal Letterhead before signing****

Nicholas Connors, Director
Green Communities Division
MA Dept. of Energy Resources
100 Cambridge Street, 10th floor
Boston, MA 02114

Dear Mr. Connors:

I am writing to confirm that all of Town of Harwich projects being funded by the Green Communities Designation grant—to fund boiler, pump variable frequency drive, and energy management system, in municipal facilities including Brooks Free Library (the Project)— has received the proper approvals from the appropriate Town of Harwich officials or bodies necessary for the Project to proceed. In addition, I am writing to provide commitment by Town of Harwich to meet all other contingencies applicable to Town of Harwich projects, as noted in Section 2 of Attachment C of our Green Communities Grant Contract.

Sincerely

Chief Executive Officer

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

- 1. GRANTEE AUTHORIZED SIGNATORY LISTING
- 2. W-9 FORM
- 3. EFT
- 1.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : *Town of Harwich*
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):

Christopher Clark

Title: **Town Administrator**

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 ____.

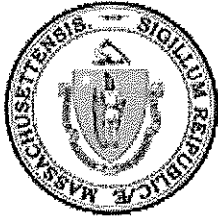
My commission expires on:

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 OF MASSACHUSETTS
 OFFICE OF THE COMPTROLLER
 Electronic Funds Transfer Sign Up Form

Request type must be checked: Initial Request Changing Existing Account Closing Account

I _____, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.
- I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: _____
 Vendor Bank Transit Number (ABA): _____
 Vendor Bank Account Number: _____
 Account Type: _____

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____
 Account Type: _____

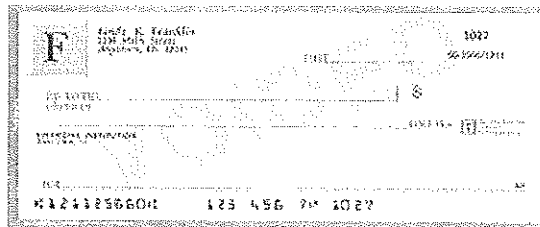
VENDOR INFORMATION

Vendor Tax Identification Number (TIN): _____
 Vendor/Business Name: _____
 Vendor Contact Name: _____
 E-mail: _____
 Telephone: _____
 Address: _____
 City: _____ State: _____ Zip: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: _____
 Print Name: _____ Title: _____ Date: _____

Form forwarded to Commonwealth Department: _____
 Attached voided check here:



OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



732 MAIN STREET, HARWICH, MA 02645

Christopher Clark, *Town Administrator*

Robert C. Lawton Jr., *Interim Assistant Town Administrator*

To: Christopher Clark, Town Administrator
From: Robert C. Lawton Jr.
Re: Compensation Review – Assistant to Chief of Police
Date: April 18, 2019

Following the completion of a review of a revised job description, current classification, scoring the position and meeting with Deputy Chief Gannon and the position incumbent we can present our analysis of the position.

Assistant to Chief of Police

This is a full time position working 35 hours per week and is currently a Grade 7 step 6 on the HEA Compensation Schedule at \$31.17 per hour (FY20 rate). The position was requested to be reviewed as the job has changed with more emphasis on confidentiality and responsibilities in administration of the Department.

We reviewed the revised job description with the Deputy Police Chief and the position incumbent. We scored the position using that information. Based on the review of the position and the job description a change in classification is warranted. HEA has reviewed the classification and job description and has agreed to the proposal.

Proposal – The position should be rated in FY20 at Grade 9 Step 5 \$32.88 per hour. The difference of \$1.71 per hour (32.88 – 31.17) will be paid for within the Police Department budget in FY20. The position would be placed in a grouping with other assistants. The adjustment is recommended to be effective July 1, 2019. The cost for the upgrade in FY20 will be \$3,136.14 and is funded in the FY20 budget. Longevity will be frozen at 6% for two years, FY20 & FY21 and would then be increased to 7% in accordance with the HEA contract. We recommend that the Board of Selectmen adopt this classification. Copy of the scoring sheet and job description is attached.

Subject to Board of Selectmen Approval

This proposal is being brought to the Board of Selectmen for ratification and approval at the next available meeting.

Town Administrator Date

Finance Director Date

Board of Selectmen

Date _____

Town of Harwich, Massachusetts

Position Title: Assistant to Chief of Police

Department: Police

Statement of Duties

Position performs highly responsible and confidential administrative services to the Chief of Police. Work includes overall administration of the department and related resources including personnel, finances, and equipment; preparing for and attending department meetings, taking and transcribing minutes, maintaining records, preparing reports and correspondence, coordinating activities, and scheduling meetings and appointments.

Essential Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related, or a logical assignment to the position.

1. Answer questions and provide information to the other departments, residents and visitors on a variety of issues.
2. Responsible for collecting, collating, editing materials, and production of the Annual Town Report from police department, follow-up on proofs, and edit prior to authorizing final printing.
3. Prepare correspondence for the department head.
4. Perform routine clerical work e.g. answer phone, correspondence, questions etc.
5. Assist in maintaining the technical functions of the office; including coordination of repair services and assisting employees with the use of office equipment.
6. Assist in overall department administration including personnel related matters, financial administration of the department which includes weekly payroll, verify the accounts of various agencies and departments which request police officers for police details, and management of office equipment.
7. Maintain confidential files of personnel, internal and external investigations, medical records, and firearms identifications cards and licenses.
8. Conducts initial background checks via electronic fingerprinting, prepare material and permits for approval by Chief of Police liquor license applications, public vendors and solicitors

Supervision

Employee works under the general direction of the Chief of Police or the Deputy Chief. The employee plans and prioritizes work in accordance with standard practices and experience. Policy problems or changes in procedures are discussed with the department head, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

Employee has access to confidential information including personnel files, collective bargaining negotiations, lawsuits, and criminal investigations, and records.

Town of Harwich, Massachusetts

The employee is responsible for administrative supervision of the police records department.

Job Environment

This position requires examining, analyzing and evaluating facts and circumstances surrounding constituent problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. A high level of Judgment is used in analyzing specific situations to determine appropriate actions. The employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. The employee must be familiar with and observe applicable State and Federal Laws, Town By-laws, rules and regulations. The position requires total confidentiality; the employee is required to have a high level of knowledge of local, state, and federal programs affecting municipalities, in order to participate effectively on behalf of the Department Head.

Recommended Minimum Qualifications

Education and Experience

A candidate for this position should have an Associate's Degree in Business Administration, Communication, Criminal Justice, Public Administration, or a related field, and three (3) to five (5) years of experience in a professional office setting; supervisory experience preferred; or an equivalent combination of education and experience. Ability to secure SEGUS Certification is required

Knowledge, Skills and Abilities

A candidate for this position should have:

- Knowledge of Town By-law, regulations, policies, programs and operations and police rules and regulations;
- Strong knowledge of office management, procurement, and financial policies and procedures;
- Strong knowledge of the geographic layout of the Town;
- The ability to work independently, multitask, and supervise others;
- Use tact and diplomacy when dealing with co-workers, town officials and the public;
- Maintain harmonious working relationships;
- Efficiently operate computers and other office equipment;
- Take and transcribe accurate minutes of meetings; and
- Have strong organization, communication, and customer service skills.

Tools and Equipment Used

Equipment operated Includes automobile, hand tools, office machines, computers, and miscellaneous office equipment (postage machine, calculator, laminator, and audio recorder.

Physical Demand

Town of Harwich, Massachusetts

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works in a quiet to moderately noisy office setting. The employee is required to stand, walk, or reach with hands and arms up to 25% of the time; and to sit, talk or listen/hear and use hands more than 75% of the time. The employee may occasionally lift up to 25 pounds. The employee has normal vision requirements that would allow the employee to operate a personal computer.

Work Environment

The work environment characteristic described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position has constant contact with the public answering inquiries and providing information. The position has constant contact with, other town departments, outside agencies, other levels of government, lawyers, and vendors. The purpose of contacts is to respond to inquiries and complaints, conduct research, make appointments, give or receive information, or explain policies and procedures. Contacts occur in person, in writing, on the telephone, and by fax.

Errors may result in delay or loss of service, monetary loss, or legal repercussions if errors are made or the incorrect information is distributed.

External and Internal applicants, as well as position incumbents who become disabled as defined under the American With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

Robert C. Lawton Jr., *Interim Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



To: Christopher Clark, Town Administrator
From: Robert C. Lawton Jr.
Re: Compensation Review – Assistant Water Superintendent
Date: April 22, 2019

Following the completion of a review of salary and benefit rates in other comparable towns for similar assistant water superintendent positions I met with, Dan Pelletier and then I met with Steven Hicks to review the initial findings. Based on that meeting we can present our analysis.

Assistant Water Superintendent

This is a 40-hour per week position and is currently a Grade 10 on the HEA scale. The current employee is at Step 6 \$35.37 per hour (FY19) and is eligible for overtime payments

I reviewed his job description and applied the current scoring system. The score for the position exceeded the current compensation schedule and we need to consider an adjustment to the HEA compensation schedule. The basic proposed rate for the position is lower than other similar communities, however, the re-graded position would still be eligible for overtime compensation, where other communities pay a salary without overtime. With the combination of the classification adjustment and overtime the position is more in line with similar communities. The position will remain under the HEA compensation schedule.

Proposal – We would recommend that the position be graded into a new grade 12 in the HEA schedule, see attached, at step 6 \$39.78 (FY20). The difference in the current rate with longevity and the proposed rate without longevity as the reclassified position would not be eligible for longevity until FY21, is \$2.26 per hour. (\$39.78 - \$37.52 FY20) The difference in salary of \$4,730.25 will be absorbed within the Water Department budget. The incumbent will be eligible for a 1% longevity increase in FY21 and will retain his employment date of July 1.

TOWN PLANNER • 732 Main Street, Harwich, MA 02645

508-430-7511 fax: 508-430-4703



April 30, 2019

Kathleen Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

**RE: MUNICIPAL VULNERABILITY PREPAREDNESS PROGRAM / FY 19 PLANNING
GRANT / RFR ENV 19 MVP 01**

Dear Ms. Theoharides,

Please accept this application from the Town of Harwich, Massachusetts on Cape Cod to support efforts toward earning designation as a Municipal Vulnerability Preparedness Program Community.

Applicant: Town of Harwich, Massachusetts

Address: 732 Main Street
Harwich, MA 02645

Local Project Manager and Point of Contact:

Name: Charleen Greenhalgh, Town Planner
Department/Committee/Municipal Role: Planning Department
Email: cgreenhalgh@town.harwich.ma.us
Phone: (508) 430-7511

Should you require any additional information, please contact me at the above email or direct telephone number.

Sincerely,

Charleen Greenhalgh, Town Planner

Application

MUNICIPAL VULNERABILITY PREPAREDNESS PROGRAM IMMEDIATE NEEDS ROUND FY 19

Planning Grant

RFR ENV 19 MVP 01

1. *A signed letter of support from the chair of the board of selectmen, mayor, a town administrator, or similar city or town official showing commitment to the project and a willingness to lead on this issue. The letter should also state that municipal leadership will participate in the workshop process.*

Please see attached.

2. *A short statement of the municipality's commitment to taking on this grant and planning for the impacts of climate change, including their commitment to assigning a local project manager and developing a core team to support the project, outlined in the Community Resilience Building guide. Please also outline the municipality's commitment to providing sufficient staff time match to complete the project and how that will be accomplished within current resources.*

The Town of Harwich is fully committed to becoming an MVP community. Ms. Greenhalgh, the proposed project lead, will work with Town administration and departments to ensure that the appropriate staff members are available to provide ample support for each aspect of the MVP/CRB process. The Planning Department, with participation from the other key departments will drive much of the initial hazard characterization, community vulnerability and strength identification, and priority action identification to establish a framework around which the public process will continue to create a comprehensive MVP planning document and determine overall priority actions.

Ms. Greenhalgh, on behalf of the Town, will procure a state certified MVP provider, assemble the core team identified, organize meetings and workshops, engage stakeholders, coordinate staff interviewers, provide relevant documents and budgets, and find necessary information to conduct the planning exercise. Once the planning exercise is complete, these efforts will be used to inform existing planning and future planning efforts. We are committed to providing the match requirements outlined in Section 2F of the RFP.

3. *The name and qualifications (please include resume and summary of experience) of an employee of the municipality, a committee member, or volunteer who can serve as the local project manager, assemble a core team to work on the project, and serve as the point of contact for the grant.*

Ms. Greenhalgh, who will serve as the local project manager has served in a municipal planning capacity for over 33 years. Attached please find her resume which outlines her experience. She has served as the project manager Hazard Mitigation Plans, Open Space and Recreation Plans, Housing Plans, just to note a few. She has worked with Planning Board,

Conservation Commissions, Zoning Board of Appeals, Open Space Committees, and Board of Selectmen on a variety of projects and plans.

4. *A summary statement of municipal support, including at least 3 letters of support indicating interest in participating in the planning process from all relevant local boards, departments, commissions, businesses, organizations and other partners, including local, regional and statewide agencies or groups focused on climate change adaptation, emergency preparedness, planning, natural resources and land conservation. These partners are critical to the planning process and will ensure the city or town is able to develop a robust final report and build support for future work.*

Harwich is committed to the MVP process and will engage local partners in the core team and workshops to build support across the community to support this and future resilience efforts in the Town. This commitment is reflected in the attached letters of support from the Harwich Water Department, Harwich Fire Department, Harwich Police Department, Harwich Department of Public Works and the Pleasant Bay Alliance.

5. *A description of how the municipality will use the results of this process to inform ongoing or new planning efforts including local hazard mitigation plans (HMP), open space and recreation plans, master plans, etc., and how results from this process would be used to inform that plan. Municipalities who **clearly** state their intention to incorporate results from the MVP program into a new or ongoing planning process may be eligible to receive additional funding through this opportunity. **Please note the status of your local HMP**, including if you have an active or expect to be soon completing a local HMP process (for plans expiring in 2019-2020). Municipalities with no current HMP or those with plans expiring in 2019 or 2020 are eligible for additional funding to complete or update a full draft of the HMP for MEMA review, in concert with the tasks described in Section 2A of this RFR. A merged scope of work for incorporating the tasks in Section 2A with those required to complete a full draft of an HMP will be provided during award contracting*

The Town will incorporate findings of the MVP report into ongoing and new resilience efforts, including:

- Harwich 2017 Hazard Mitigation Plan (approved 12/19/17): The town's existing hazard mitigation plan outlines hazards, vulnerability, and mitigation strategies. One of the goals of the plan is to assess local infrastructure for damage to coastal hazards such as storm surge, flooding and shoreline change – which the plan recognizes are exacerbated by sea level rise. Many of the mitigation strategies are focused on infrastructure improvements. This will be a starting point for the MVP process for the town to ensure climate change is further addressed in the existing mitigation strategies and to add additional strategies around societal and environmental action. This is in line with another goal of the hazard mitigation plan to reduce the potential for life, property, infrastructure, and environmental, cultural, and economic resources in the Town from natural hazards. The town will include many of the same stakeholders in the MVP process.

- Findings will be incorporated into the many ongoing planning efforts in Town including: the Comprehensive Wastewater Management Program infrastructure which is to be implemented in eight phases over a 40 year period; the revitalization projects along Route 28 from Dennis to Chatham; the Harwich Port and Harwich Center smart growth development projects; the Saquatucket Harbor modernization project; and expansion of the Harwich Senior Center.

6. *Please tell us about your need to address climate change. What are the expected climate change impacts in your community and what do you think are the biggest risks? Has your community done any work to address climate change impacts in the past? Have you experienced significant loss or damage from extreme weather events, flooding, heat waves, drought, sea level rise, storm surge, or other climate change impacts?*

The Harwich 2017 Hazard Mitigation Plan (“HMP”) (website link https://www.harwich-ma.gov/sites/harwichma/files/file/file/harwich_hazard_mitigation_plan-final-fema-dec_2017_0.pdf) identified coastal erosion/shoreline change, flood, hurricanes and tropical storms, nor’easters, high winds, severe winter weather, and sea level rise as the top hazards in the town. These were identified as the priority hazards due to the likelihood of occurrence and if they had been experienced in the past. The plan also recognizes that these hazards are exacerbated by climate change. The vulnerability of critical facilities, parcels, buildings, and populations were evaluated as part of the hazard mitigation plan which resulted in many hazard mitigation strategies related to infrastructure, including:

- Conduct vulnerability assessment of town-owned facilities with site analyses that identify potential vulnerabilities to structures (i.e. what could go wrong) and recommendations for prevention of future problems
- Develop a list of mitigation projects, including but not limited to snow fencing in areas prone to blowing and drifting snow, and regrading and improved drainage in areas prone to flooding.

The MVP process will assist the Town to move these two mitigation strategies forward as well as identify additional, specific vulnerabilities and strengths focused on environment and society.

Several Action Items within the HMP have been completed or are continuing:

Mitigation Action #	Update/Status
1 Continue a standing Multi-hazard Mitigation Committee	Meets as needed
3 Continue to supply educational materials on preparedness /mitigation for property owners	Ongoing
4 Maintain inventory of Town’s most at-risk locations, etc.	Ongoing
5 Monitor the Town’s emergency series to ID needs.	Ongoing
8 Provide Communication equipment to emergency management	Ongoing
10 Upgrade/expand town-wide communications equipment, etc.	Ongoing
11 Upgrade communications systems for texting and emailing residents, including emergency alert	Ongoing
12 Install new pilings, dock and fire suppression system at Saquatucket Harbor	Completed.

16 Continue thinning dense growth for wildfire fuel reduction at Thompsons Field and eventually conduct prescribed burns	Ongoing
18 Continue participation and maintain standing in the NFIP CRS program	Ongoing
19 Replace/Repair landing ramps at Round Cove (RC) and Herring River (HR)	RC completed
21 Continue beach nourishment with dredge spoils to mimic natural conditions	Ongoing
24 Enforce State Building Code for wind-resistant design, etc.	Ongoing

7. *Please indicate if your municipality contains environmental justice communities or other populations that may be particularly vulnerable to climate change impacts and natural hazards. Please describe how you will work proactively to involve these groups in the planning process.*

The Town has an income-related environmental justice community and continues to try to address affordable and workforce housing. There are Town efforts underway to try and increase the number of available units.

8. *Municipalities may request to expand the scope of the planning grant to include additional tasks such as follow-on workshops or public listening sessions, community outreach and education, targeted vulnerability assessments of critical sectors to gather more data, or additional steps they believe would build on the MVP planning process and further advance their community resiliency building efforts. If your municipality would like to expand the scope of the opportunity please outline, in detail, the work you intend to do to build on the MVP planning process, how it fits in with the overall MVP planning process as you understand it from your review of the Community Resilience Building Guide (<https://www.communityresiliencebuilding.com/>), the timeline for which you would complete it in, and the outcomes and deliverables you expect to achieve. Note that this work must be completed by June 30, 2020. Follow-on grants through the MVP Action Grant program also cover such activities once a community has completed the MVP Planning Grant, so please only plan for what you can realistically accomplish during the year-long grant period.*

N/A

Attachments:

1. A signed letter of support from the chair of the board of selectmen, mayor, a town administrator, or similar town official showing commitment to the project and a willingness to lead on this issue. The letter should also state that municipal leadership will participate in the workshop process.
2. The qualifications of Charleen Greenhalgh (please include resume and summary of experience) who will serve as the local project manager, assemble a core team to work on the project, and serve as the point of contact for the grant.
3. At least 3 letters of support indicating interest in participating in the planning process from relevant local boards, departments, commissions, businesses, organizations and other partners, including local, regional and statewide agencies or groups focused on climate change adaptation, emergency preparedness, natural resources and land conservation.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



April 30, 2019

Kathleen Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Ms. Theoharides,

The Selectmen/Administrator's office hereby expresses its support for the Town of Harwich's application for a Municipal Vulnerability Preparedness Program planning grant. We understand the importance of becoming an MVP community to improve the resilience of Harwich to climate change impacts.

Sections of Harwich's coastline are very susceptible to sea level rise. We are concerned about protecting those areas that will benefit from these resilience measures.

We at the Selectmen/Administrator's office will be a committed partner to support the MVP efforts that will be led by the Planning Department.

Please accept this letter as strong support for the application to the MVP Planning Grant program. Thank you for your consideration.

Sincerely,

Christopher Clark, Town Administrator



Town of Harwich
Water Department

196 Chatham Road, Harwich, MA 02645 USA * www.harwichwater.com
P. 508-432-0304 * F. 888-774-3557 * customerservice@harwichwater.com

3/21/2019

Kathleen Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Ms. Theoharides,

The Harwich Water Department hereby expresses its support for the Town of Harwich's application for a Municipal Vulnerability Preparedness Program planning grant. We understand the importance of becoming an MVP community to improve the resilience of Harwich to climate change impacts.

The Town of Harwich has over 10 miles¹ of tidal shoreline that is host to very dense residential and commercial properties. As sea level rise and coastal storms become more frequent and severe, infrastructure along the coast will be put at risk of failure. Beach erosion from coastal storms can undermine water main used for fire fighting and domestic potable water supply along the coast. Mitigating the impacts of climate change and ensuring residents will have adequate fire protection and clean potable drinking water during and after times of hardship is paramount.

We at the Harwich Water Department will be a committed partner to support the MVP efforts that will be led by the Planning Department.

Please accept this letter as strong support for the application to the MVP Planning Grant program. Thank you for your consideration.

Sincerely,

Daniel R. Pelletier
Water Superintendent



Harwich Fire Department

Fire Suppression

Prevention

Emergency Services



Norman M. Clarke Jr., **Chief of Department**

David J. LeBlanc, **Deputy Fire Chief**

March 18, 2019

Kathleen Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Ms. Theoharides,

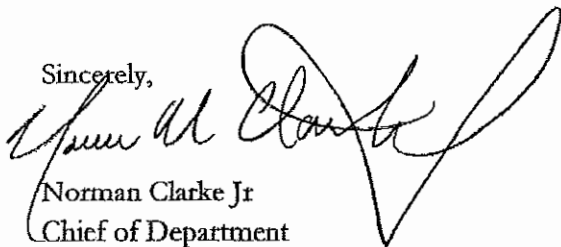
The Harwich Fire Department hereby expresses its support for the Town of Harwich's application for a Municipal Vulnerability Preparedness Program planning grant. We understand the importance of becoming an MVP community to improve the resilience of Harwich to climate change impacts.

With the increase in severe weather, significant high impact storms, this department has been forced to adapt and change its response and is dealing with high risk circumstances on a more frequent basis. Anything we can do to identify our vulnerabilities and anticipate what will be needed to address them is beneficial.

We at the Fire Department will be a committed partner to support the MVP efforts that will be led by the Planning Department.

Please accept this letter as strong support for the application to the MVP Planning Grant program. Thank you for your consideration.

Sincerely,



Norman Clarke Jr
Chief of Department



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

April 22, 2019

Kathleen Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Ms. Theoharides,

The Harwich Police Department would like to express its support for the Town of Harwich's application for a Municipal Vulnerability Preparedness Program planning grant. We understand the importance of improving our communities' resilience to the impacts of climate change.

It certainly appears that coastal storms have increased in frequency and intensity causing more property damage and threat to loss of life than in years past. As a first responder agency we are committed to any process that will help us prepare for and hopefully mitigate the risks associated with climate change. The Harwich Police Department looks forward to working with the planning department on the MVP program.

Please accept this letter as our strong support for the application to the MVP Planning Grant program.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Guillemette". The signature is fluid and cursive, written over the word "Sincerely,".

David J. Guillemette
Chief of Police



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

Fax (508) 430-7598

April 22, 2019

Kathleen Theoharides, Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Ms. Theoharides,

The DPW hereby expresses its support for the Town of Harwich's application for a Municipal Vulnerability Preparedness Program planning grant. We understand the importance of becoming an MVP community to improve the resilience of Harwich to climate change impacts.

Climate Change is currently impacting the DPW in two ways: The frequency and magnitude of heavy rain events has changed the way we design storm water drainage systems and has caused us to allocate more of our road maintenance funding to address this change. The frequency of storms in general that require an emergency response has increased significantly and negatively impacts the department's budget.

We at the DPW will be a committed partner to support the MVP efforts that will be led by the Planning Department.

Please accept this letter as strong support for the application to the MVP Planning Grant program. Thank you for your consideration.

Sincerely,

Lincoln Hooper, Director



PLEASANT BAY
ALLIANCE

Ms. Katie Theoharides
Assistant Secretary of Climate Change
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

March 12, 2019

Dear Ms. Theoharides:

The Pleasant Bay Alliance (Alliance) is writing to express support for the Town of Harwich's application and participation in the Municipal Vulnerability Preparedness (MVP) Program.

The Alliance is an organization of Harwich and three other towns that share the watershed of Pleasant Bay. The effect of climate change on Pleasant Bay is an important management issue addressed in the *Pleasant Bay Resource Management Plan*. The Alliance recently prepared an assessment of sea level rise impacts on the inner and outer shoreline of Pleasant Bay. The next step is to work with our member towns to use this information to develop resiliency strategies. By becoming an MVP community, Harwich will be in an ideal position to move forward with efforts to increase resiliency. The Alliance will assist the Town in bringing local knowledge to the planning process in order to identify primary hazards, current challenges and strengths, and to develop priority actions that will improve the Town's resiliency to natural climate related hazards.

We look forward to supporting this program and to Harwich becoming an MVP Community.

Thank you for your consideration of these comments.

Sincerely,

Allin P. Thompson, Jr.
Chairman, Steering Committee

April 21, 2019

To Whom It May Concern:

We live at 37 Smith St., West Harwich. We have lived and paid taxes here for over 30 years. We are sorry that we could not make the meeting on the entertainment licenses for the new Harwich Tavern. We have enjoyed music and entertainment in the past when it was the Claddagh Inn. At that time there was music inside at the lower pub area only and never any issues. The main problems began about five years ago when they began outside entertainment and amplified music. The speakers were on an elevated deck and aimed at our neighborhood. The former owner did little or nothing to address the problem which resulted in the suspension of the outside entertainment license at the Claddagh Inn.

We have enjoyed the peacefulness and tranquility of our neighborhood and the beautiful conservation land that abuts our properties. We would suggest a conditional outside license with only acoustic guitars with no amplified music. Outside amplified music simply cannot be contained on site. We would also recommend a music cut off time for outside music of 8:00 pm.

We are pleased the the Claddagh has new ownership and a new name. We want the Harwich Tavern to be successful as a business and as a neighbor. We feel strongly that both can be attained.

Sincerely,

Mary and John Rowan
37 Smith St.
West Harwich, MA 02671

P.S. Any questions or concerns please feel free to call John 617-680-7152 or rowmanmary54@gmail.com

To the Honorable Board of Selectmen of the Town of Harwich:

I am unable to attend this critical meeting. I ask Mary Albis, her husband Bob, or Bernie Meggison to read this in lieu of my voice, and provide a hard copy to be included in the minutes, for the record.

PLEASE deny the application of the Harwich Inn and Tavern for AMPLIFIED music ANYTIME, including from noon until midnight, Monday through Saturday, with a separate application to the State for Sunday. Both applications are unacceptable and would destroy the peacefulness of our neighborhood.

We neighbors of the former Claddagh suffered - for years - with loud sound abuse, until the Claddagh's outdoor music license was denied by the Board.

Lost sleep, and future intolerable noise volume, by this new applicant, is unacceptable and intolerable to we neighbors.

The new owner would degrade our quiet neighborhood into a honky-tonk noise pit.

The Board may choose an alternative: award an acoustic outdoor license (NO ELECTRONIC AMPLIFICATION PERMITTED) with reasonable time constraints.

Acoustic outdoor music is agreeable to us, the neighbors, who would otherwise be assaulted by electronic amplification.

Interior electronic amplification needs to be enclosed within the confines of the business.

Spillage of amplified sound from open doors or windows is not acceptable. Windows and doors need remain closed to keep amped up music inside. Noise pollution can ruin a neighborhood.

Thank you for your consideration and action on behalf of our West Harwich neighborhood.

Sincerely,

Sebastian Mudry, 54 Smith Street, West Harwich MA 02671.

Written and testified as true and complete to the best of my knowledge on April 18, 2019.

With respect and a sense of urgency,

Signed electronically,

Sebastian Mudry

Sebastian Mudry

April 18 2019

**The Town of Harwich Board of Selectmen, April 22, 2019
Harwich Town Hall
732 Main Street, Harwich, Ma. 02645**

Dear Members of The Board of Selectmen:

Two important issues concerning the proposed historic Captain's Row in West Harwich, have come to my attention.

The first relates to the proposed retail space to be located at the site of The Captain Baker House. As you may be aware, the citizens of West Harwich were successful in obtaining a demolition delay for this house because of its historical significance.

Now we learn that the Harwich Retail LLC is proposing to build A Dollar General Store on the property. Within 2/10 of a mile of this proposed retail chain, we have a Dollar Tree and a Job Lot. These chain stores do and will impact negatively on our efforts to preserve Captain's Row.

The retail space that was proposed in the Historic District of Harwich Center has undergone many revisions. The owners, the Patel's, have listened to the people of Harwich Center and have worked to adjust there architectural plans to enhance this area. Will a chain store such as Dollar General, be as respectful?

My second concern relates to the application for a Weekday Entertainment License by the Harwich Inn and Tavern, 77 Route 28, West Harwich, Ma. James Tsoukalas,

Owner/Manager. This application would seek indoor and outdoor amplified music from Noon to Midnight, Monday through Saturday. A Sunday permit would be given by the State. One would assume that the owner would apply for that too.

The residents of West Harwich are just now putting behind them the disturbing memories of loud music coming from the Claddagh in this same location. It took years of work by the people and the Selectmen to get this situation under control. The town's elected officials and its residents cannot allow this scenario to repeat itself.

Thank you for your attention to these issues and for your efforts to preserve and protect the history of West Harwich and the well being of its residents.

Sincerely,

Virginia L. Doyle

**Virginia L. Doyle
48 North Road
West Harwich, Ma. 02671**

**Signed electronically on
April 18, 2018 at 9:53 p.m.**

72 Smith Street

JUDITH

West Harwich, MA 02671

Tel: 646.228.3415

BLATCHFORD

Email: wildkatz@comcast.net

April 22, 2019

To the Harwich Board of Selectman and Town Officials:

This letter is in response to an application by the Harwich Inn and Tavern to provide amplified music on their property located at 77 Route 28 in West Harwich. We would like to object to such a permit and ask that the Board not permit outdoor amplified music on the property but instead, consider an acoustic music alternative.

We are year-round residents living at 72 Smith Street for over 20 years. For most of those 20 years, it has been a delight; it is typically a peaceful and quiet neighborhood. A few years ago, the former owner of the 77 Route 28 building, The Claddagh Inn, provided amplified musical entertainment. The amplified music changed the entire atmosphere of the neighborhood, disrupting the peace and quiet we once enjoyed. The amplified music was so loud and intolerable that one could sing along if they chose. The thump thump thump of the bass forced us to close our windows on many a beautiful Cape Cod summer eve. The bass line would drone into the night, often making it difficult to go to sleep at night. And, for people who put in sometimes 60-80 hours of work in a week during high season, this is unacceptable.

The battle to rid the neighborhood of this problem was tiring and stressful. There were many nights that the Harwich Police needed to be called to address the noise. I fear that if permission for amplified music

72 Smith Street

JUDITH

West Harwich, MA 02671

Tel: 646.228.3415

BLATCHFORD

Email: wildkatz@comcast.net

is granted to the Harwich Inn and Tavern we will face the same issues that we faced with the Claddagh. Why put the neighborhood, the police department and eventually the board through another summer like the one we had a few years ago.

Please consider the history of this property when bringing the amplified music entertainment license up for a vote. We support an acoustic option, but strongly oppose a permit that will allow amplified music.

Thank you for your consideration.

Sincerely,

Judith Blatchford and Ira Mendoza

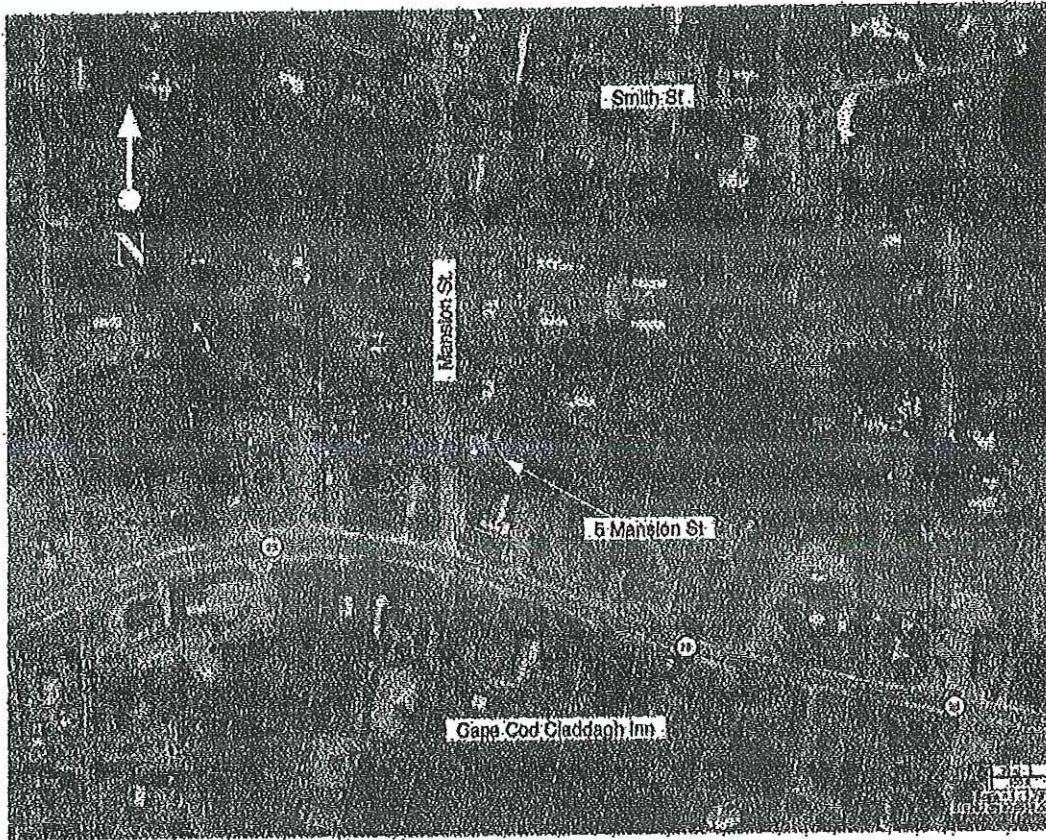


Figure 1. Project area.

Noise Criteria:

I am not aware of a noise ordinance under Town of Harwich bylaws. The Massachusetts Department of Environmental Protection (Mass DEP) has implemented a noise control policy based on 310 Code of Massachusetts Regulations 7.10. Mass DEP policy specifies that a broadband noise source must not increase the background noise level (where the background noise level is characterized by the 90th percentile sound level¹, L₉₀) by more than 10 decibels. A copy of the Mass DEP noise policy is attached to this letter

Background Noise Measurements:

An ambient noise measurement was conducted at 5 Mansion Street with permission of the homeowner from the evening of March 14 to the morning of March 15 to document nighttime background noise levels per Mass DEP requirements. The measurement was carried out with a Larson-Davis 820 integrating sound level meter. Calibrations, traceable to the National Institute of Standards and Technology (NIST) were carried out before and after the measurement using a GenRad model 1986 Omnicall acoustical calibrator. All measurement equipment conform with American National Standard Institute (ANSI) standards for Type 1 (Precision) noise measurement equipment. The measurement site was chosen because it is the closest complaining residence to the Inn. The noise monitor was placed on the northern property line to minimize the influence of noise from Route 28 traffic. The long-term measurement position is shown in Figure 2..

¹L₉₀ is the sound level that is exceeded 90% of the time during the measurement period. L₉₀ is the metric commonly associated with the background noise, and is used by Mass DEP to assess background noise.

*new neighbors.
Bought house
in September.
No complaints.
did not conduct test
at location that
generated majority
of complaints.*

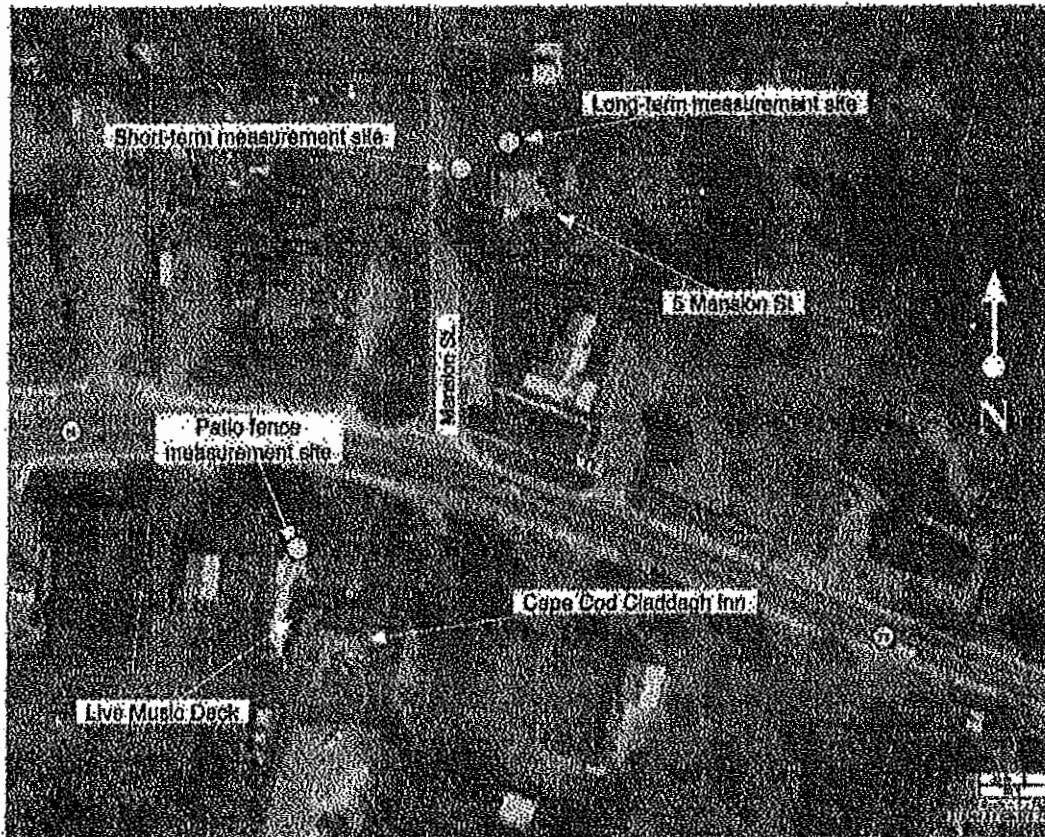


Figure 2. Noise Measurement Locations.

The Town of Harwich is a popular vacation destination, with a summer population that is more than triple the off-season population of 12,677 residents.² The United States Environmental Protection Agency (EPA) has found that background noise levels are highly correlated with population density³ where increasing population density results in increased levels of background noise. The background measurement described above were made during the off-season when the town population is at its lowest. I expect that as the town population increases during the summer, the background noise level will increase by approximately four decibels.⁴ Furthermore, other summertime noise sources (air conditioning units, birds song, insect noise, outdoor neighborhood activity and so on) will also increase background noise levels. Because the Mass DEP criteria is based on an increase over the existing background noise level, and the measured background levels are lower than would occur over the summer, these measured data are conservative.

²http://harwichma.virtualltownhall.net/Public_Documents/Index, retrieved March 29, 2010

³U.S. Environmental Protection Agency, "Population Distribution of the United States as a Function of Outdoor Noise Level," Report 550/9-74-009, June 1974.

⁴The aforementioned EPA report gives the formula $L_{90} = 8.13 \times \log_{10}(\rho) + 11.0$ to calculate nighttime background noise level, where ρ is population density in people per square mile. According to this formula, a factor of three increase in population density results in a 4 dB increase in the background noise level.

The results of the ambient noise measurements are shown in Figure 3 below. The data in Figure 3 are presented in terms of the the A-Weighted⁵ L₉₀ (background) and equivalent noise level⁶ (L_{eq}) sound levels. Ambient and background levels are generally higher during the evening and late morning hours compared to the late nighttime hours. The average noise environment is dominated by vehicular traffic on Route 28 and local streets.

Ambient Noise Level Measurements, March 14-15 2011, 5 Mansion Street

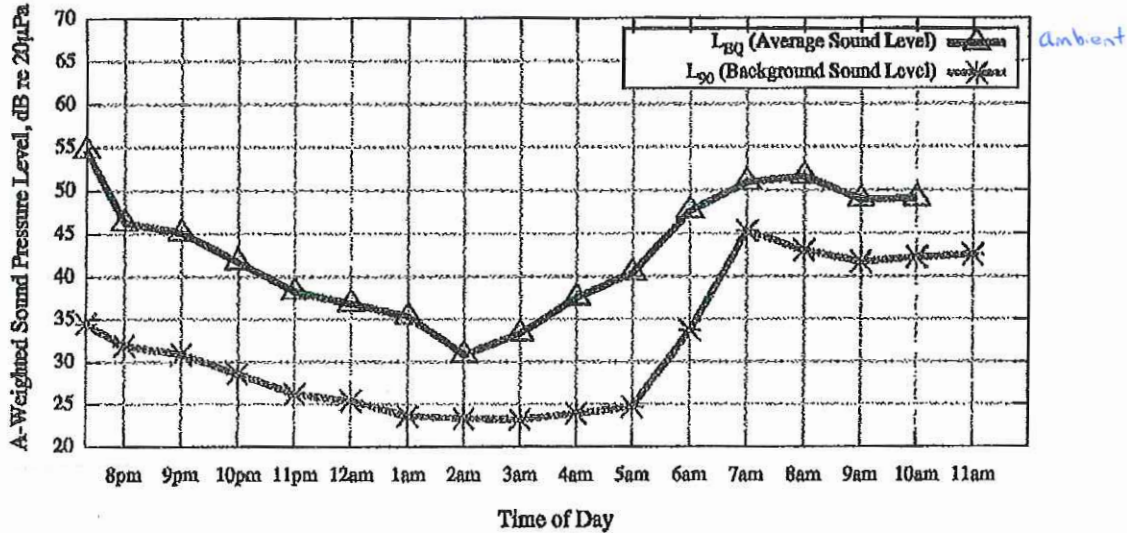


Figure 3. Background Noise Measurement Results.

While the L_{eq} values in Figure 3 are dominated by vehicular traffic passbys, the background L₉₀ values are influenced by distant steady sources such as the traffic on Route 6. For this analysis I am assuming that the measured L₉₀ values are representative of locations along Mansion Street as well as Smith Street because these background levels will not change significantly because these locations are relatively close together compared to the distances to these background noise sources. As discussed above, the background level is likely to increase during the summer season, so this is a conservative assumption.

untrue.
music louder
on Smith than
at 5 Mansion

Noise from Music Events:

There are three activities at the Inn that I have evaluated for this analysis:

- Indoor live music: Indoor live music events are held most nights at the Inn, starting at approximately 10:00PM and lasting until around 1:00AM.
- Outdoor live music: Outdoor live music shows are held in the patio area on the west side of the inn, near the outdoor swimming pool. Outdoor music events end by 8:00PM.
- Outdoor background music: Pre-recorded music is played through seven speakers located around the patio area at various times of the day.

⁵A-Weighting simulates the response of the human ear to sound by attenuating low and high frequencies, and amplifying the midrange frequencies. A-weighted sound levels are abbreviated as "dBA."

⁶L_{eq} is the level of steady sound that has the same energy as a fluctuating sound measured over the same time period. L_{eq} is indicative of the average sound level during the measurement period.

Indoor Live Music

Indoor live music events consist of karaoke, "open-mic night" events, and live music events from established acts. An "open-mic night" was held during the evening of March 14 where various bands performed from 10:00PM until 1:00AM. Artists played a variety of instruments including acoustic guitar, electric guitar and drums. During the performances, all windows and doors leading outside of the Inn were closed. I conducted interior noise measurements of the music performance. **However, I was not able to conduct exterior noise measurements; although the music from the performances was audible outside on the Inn property, the levels were not high enough for me to distinguish them from the background noise levels.**

To illustrate this, Figure 4 compares the noise levels measured inside the Inn during the music performance (green line⁷) with the outdoor noise levels measured at 5 Manslon Street (blue line) during the same time period as discussed in the "Background Noise Measurements" section. Unlike the data presented in Figure 3, this plot shows the data in 1-second segments to better distinguish individual events that occurred over the time period. The individual variations in the indoor data represent music notes and vocals, while the individual spikes in the outdoor data generally represent vehicular traffic on Route 28. The outdoor background levels is approximately equal to the lower bounds of the blue line (24 to 31 dBA).

Indoor and Outdoor Sound Levels During Open-Mic Night Event, March 14-15 2011

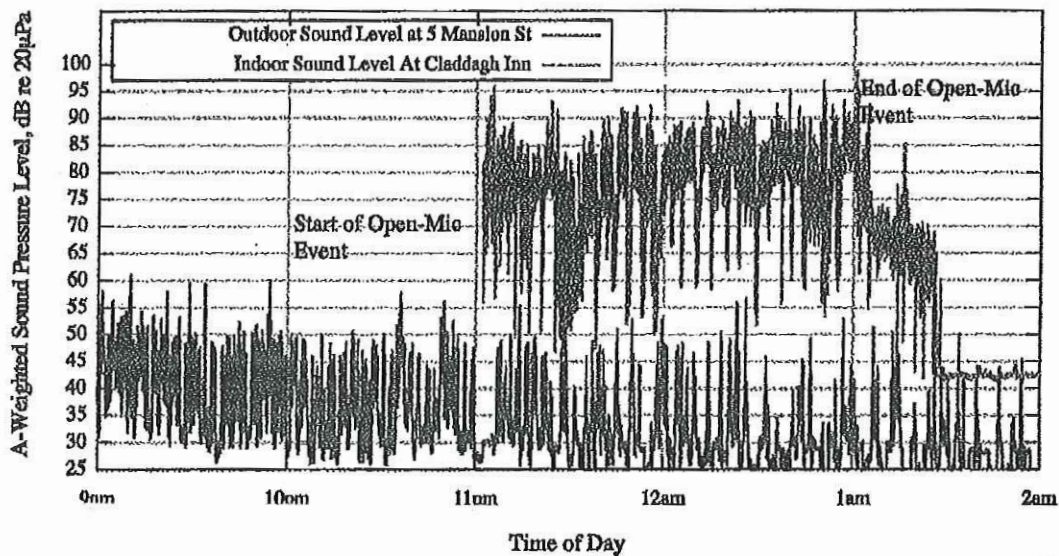


Figure 4. Sound levels from "Open-Mic Night" event.

While indoor sound levels during the performances range from 50 to 90 dBA, these data show no correlation between the sound generated inside the Inn during the music event and the sound levels measured at the closet residential property during the same time period. **There is no evidence of increasing outdoor noise levels when the music shows begin.** Similarly, there is no indication of a drop in outdoor noise levels when the show ended around 1:00AM. Outdoor noise levels generally decrease over the live music period which is consistent with the outdoor noise levels being correlated with local and distant traffic sources which tend to decline in volume at night.

⁷Please note that although the live music performances began at 10:00PM the indoor measurement did not begin until 11:00PM

Outdoor Live Music

I conducted an assessment of live music from the Inn by measuring the sound levels from a live singer performing on the outdoor deck on **the morning of March 15**. The singer's acoustic guitar and voice were amplified by the Inn's live music system which consists of a Yamaha EMX312SC amplifier/mixer and two Yamaha model BR12 horn-loaded loudspeakers. The loudspeakers were placed on the ground adjacent to the swimming pool (Figure 5). A second set of tests was performed with the loudspeakers located under the deck to determine if that configuration produced any meaningful noise reduction. The sound system volume was set at a level that the performer deemed "typical" for his performances. During the measurements a slight breeze was **blowing to the north**. As shown in Figure 3, the background noise level at 5 Manson Street during this time period was approximately 42 dBA.

From ... to ?

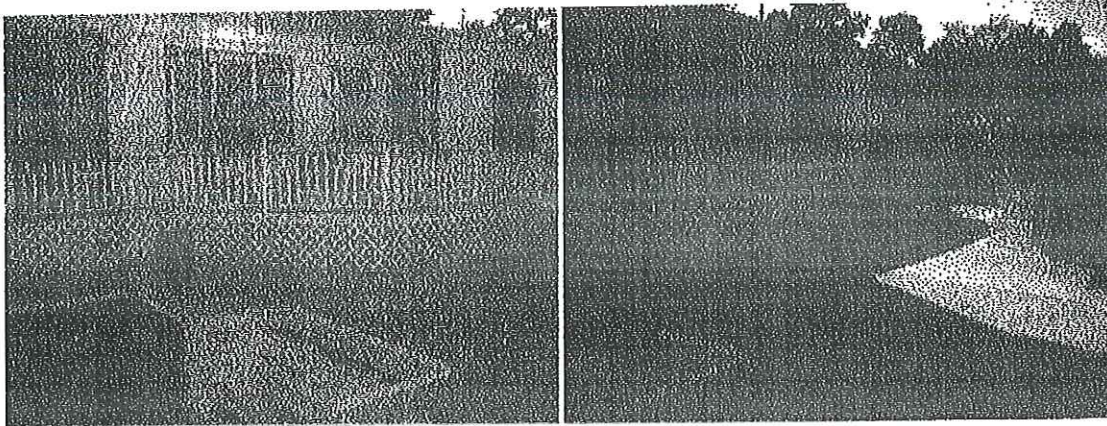


Figure 5. Loudspeaker placement during outdoor live music tests.

While the artist performed, I conducted short-term (30-second L_{eq}) noise measurements at the patio fence and at 5 Manson street using a handheld sound level meter. These short-term measurements were conducted with a Sencore SP395 sound meter and a PCB 377B02 microphone, which meet ANSI standards for Type 1 sound measurement equipment. The short-term measurement positions are shown in Figure 2. **Because the traffic on Route 28 dominated the noise environment**, short-term measurements were made during brief intervals when noise from passing vehicles was not audible. The results from the short-term measurement are shown in the Table below:

Table 1. Short-Term Noise Measurement Results, March 15, 2011

Location	Start Time	L_{eq}
5 Manson Street (Speakers on the ground)	9:54AM	45-46 dBA
5 Manson Street (Speakers under the deck)	9:59AM	46 dBA
Inn Patio Fence (Speakers under the deck)	10:05AM	70 dBA

morning ?

The measurements results indicate average levels of 45 to 46 dBA from the live music at the closet residential receiver with the loudspeakers on the ground. **Placing the speakers on the ground or under the deck did not result in a significant difference in sound level**. The short-term measurements indicate that a measured level of 70 dBA at the patio fence corresponds to a measured level of 46 dBA at the closet residential property.

Outdoor Pre-recorded Music

The Inn has a sound system consisting of an amplifier and seven loud speakers (four Theater Solutions model TS400 and three Bose Model 101 loudspeakers) placed around the perimeter of the patio space for playback of pre-recorded music on compact disc or on the radio. I attempted to measure the sound level from the sound system but when the volume was turned up high enough such that the sound levels could be clearly distinguished from the background levels, the amplifier would go into protection mode and shut down. As a result, I was not able to measure sound levels from the system at the closet residence.

test not valid then

Impact Assessment and Recommendations:

In attempting to perform outdoor sound measurements indoor live music events and the patio background music system, I was not able to reliably distinguish these events from the background noise environment. The Mass DEP noise limit permits a noise source to to exceed the background level by 10 decibels. Given that the sound levels from indoor event and the patio sound system did not consistently exceed the background level, I conclude that indoor live music events and the patio background sound system meet DEP criteria for noise and no noise mitigation is required. Please note that this conclusion assumes that conditions going forward will be the same as the measurement conditions. In particular, the Inn windows and doors should be closed during indoor live music events and the patio sound system capabilities should not be upgraded beyond what it can currently output.

SW wind. conditions will be different

As discussed above, Mass DEP sets a limit of 10 dB above the background noise. My noise measurements (Figure 3) indicate that the background noise level for the 7:00PM hour was 34 dB. For the 8:00PM hour, the background noise level was 32 dBA. I was not able to measure background noise levels before 7:00PM. However, the background noise is generated by traffic, and it is likely that the background level prior to 7:00PM is about the same or higher as measured for the 7:00PM hour. Using these data would put the Mass DEP limit at 44 dBA for the 7:00PM hour and 42 dBA for the 8:00PM hour. My measurements of the live performance show levels of 45 to 46 dBA at 5 Mansion Street. Outdoor live events end at 8:00PM so the currently Mass DEP criteria that would be applicable to live events is 44 dBA. Therefore, under the background measurement conditions, outdoor live events that end by 8:00PM may exceed the Mass DEP criterion by one to two decibels.

The Mass DEP limits of 44 is conservative; as discussed above, the background noise limit during the summer is likely to be about 4 dB higher, in which case the Mass DEP limit would be 48 dBA and live outdoor performances will meet DEP limits.

guess work though conditions on Mass main st. diff. from summer events

I found that a measured level of 70 dBA at the patio fence corresponds to a level of 46 dBA at 5 Mansion Street. Setting a noise limit of 70 dBA at the fence should result in a level at 5 Mansion street that will meet the Mass DEP limit during summers. The residence at 5 Mansion Street residence is the closet complaining property. Because noise levels decrease with increasing distance, noise levels will be lower at other residences on Mansion and Smith Streets so this recommendation will be protective of those homes as well.

NO

NO. can not assume this. Experience dictates otherwise.

I offer the following recommendations to insure that music events at the Cape Cod Claddagh Inn meet Mass DEP regulations and minimize disruption to your neighbors:

- During indoor music performances, keep windows and doors shut to prevent music from propagating throughout the neighborhood.
- Require outdoor music acts to use the Inn sound systems and keep the speakers on the ground.
- The Yamaha loudspeakers you own are horn-loaded and thus very directional. To the extent possible, try to point the loudspeakers to the west and south to minimize the sound levels that will travel to residences located north of the Inn.
- Do not feature outdoor music acts with drums as the low-frequency ("bass") sounds generated by drums tend to propagate over longer distances than the sounds generated by vocals and another instruments.

reccs

Cape Cod Claddagh Inn
John Connell

March 30, 2011
Project No. J2011-110

- Purchase and install a wall-mounted sound meter on the patio fence with an alert function set to 65 dBA to inform you and the performers about sound level exceedances. I have attached information about suitable models (available for \$75 to \$250) to this letter.
- Although noise from patrons milling about the parking lot or the patio during late hours is not likely to exceed DEP limits, noise from speech is readily detectable by the human ear and may cause annoyance. Place signs outdoors to remind guests to be respectful of neighbors and have staff periodically patrol outdoor areas to quiet customers as needed.
- Publicize the outdoor live performance schedules so neighbors will know when to expect music events.

Also note that although noise levels from Inn events may meet noise limits, neighbors may still be able to hear music from these events. Noise can be audible and yet still meet Mass DEP limits. Using a basic sound meter (rated ANSI Type 2 or better) and adhering to the limits I described above will help demonstrate that you are in compliance with Mass DEP limits if a neighbor complains.

If you have any questions or comments about this analysis, please feel free to contact me by phone at (413) 747-2290 or via email at hsingleton@cross-spectrum.com

Sincerely,

May be in compliance
with Mass DEP,
but not town's permit.

Herbert L. Singleton Jr, P.E.

- encl: Attachment A: Acoustical Terms
Attachment B: Mass DEP Noise Policy
Attachment C: Noise meters
Attachment D: H. Singleton Résumé

Permit:
No noise
May exceed
premises !!



Cross-Spectrum Labs

Herbert L. Singleton Jr., P.E. Principal

As founder of Cross-Spectrum Laboratories, Mr. Singleton has over 15 years of acoustical engineering experience. His specialties include acoustical measurements and modeling. He has applied these skills to sound and vibration analyses for transportation, construction, and architectural projects. Mr. Singleton conducts field survey measurements and environmental assessments for private firms and public agencies across the United States. He also works with transducer manufacturers and vendors to evaluate the performance of audio equipment for development and quality control purposes.

Mr. Singleton is familiar with a broad range of sound and vibration measurement tools including sound level meters, unattended monitoring hardware and digital acquisition systems. His expertise lies in the implementation of cost-effective acoustical measurement solutions and he applies his knowledge of signal processing tools and data analysis techniques to solve problems at minimal cost. Mr. Singleton has also instructed clients from public and private firms in the use of sound and vibration measurement tools for environmental assessments. Furthermore, Mr. Singleton has presented measurement results to the lay public via public meetings and workshops.

Mr. Singleton actively participates in professional organizations. He contributes to working groups in the development of acoustical standards and guidelines and has held organizational roles in acoustical associations and conferences.

Education:

S.B., Mechanical Engineering, Massachusetts Institute of Technology
MSc coursework, Audio Acoustics, University of Salford

Professional Affiliations:

Professional Engineer, MA #46867
Member, Institute of Noise Control Engineering
Member, National Council of Acoustical Consultants
Treasurer, Greater Boston Chapter/Acoustical Society of America

Presentations & Publications:

- Herbert Singleton Jr., "Community Perceptions and their Role in Noise Control: A Tale of One City," Proceedings of the 35th Inter-Noise, December 2006
- Dr. Carl Hanson and Herbert Singleton Jr., "Performance of Ballast Mats on Passenger Railroads: Measurement vs. Projections," *Journal of Sound and Vibration*, June 13 2006
- Herbert Singleton Jr., "Vibration Transfer Mobility Measurements Using Maximum Length Sequences," Proceedings of the 150th Meeting of the Acoustical Society of America, October 2005
- Herbert Singleton Jr., "Ground-Borne Vibration Characteristics of TransRapid TR08 Maglev," Presented at the 82nd Transportation Research Board Annual Meeting, January 2003
- Dr. Carl Hanson and Herbert Singleton Jr., "Acela Noise and Vibration Measurements," Transportation Research Board Annual Meeting, January 2000

Representative Project Work:

- Acoustical measurements for transit station PA system upgrade
- Noise measurements and analyses for proposed car washes
- Instructor for Federal Transit Administration transit noise course
- Construction vibration monitoring for viaduct demolition
- Public housing chiller noise analysis and mitigation design
- Noise assessment for cellular phone tower deployment
- Wind turbine reference noise measurements
- Charter school HVAC noise mitigation
- Recording studio sound insulation study
- Outdoor shooting range noise measurements
- Airport noise monitoring system performance evaluation



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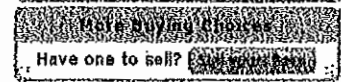
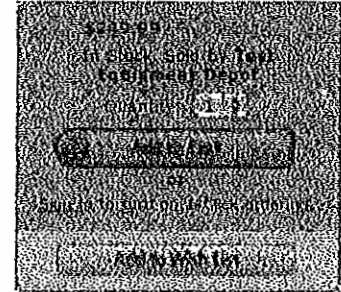


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Product Specifications

Technical Details

- Works with a wall, desk, or tripod mount
- User settable high or low limit (30 to 130dB) with output to drive external relay module
- Provides continuous monitoring of sound level in 3 ranges

Product Description

Attachment A: Acoustical Terms

Typical Noise Source dBA Levels	
Noise from rustling leaves	20 dBA
Room in a quiet dwelling at night	32 dBA
Soft Whisper at five feet	34 dBA
Room with window air conditioner	55 dBA
Passenger car at 50 ft	69 dBA
Television at full volume at 5 ft	70 dBA
Bulldozer at 50 ft	87 dBA
Jackhammer at 50 ft	88 dBA
Heavy diesel propelled vehicle at 25 ft	92 dBA
Home lawn mower	98 dBA
Jet aircraft at 500 ft overhead	115 dBA
Human pain threshold	120 dBA

L₉₀ is the sound level that is exceeded 90% of the time during the measurement period. **L₉₀** is the metric commonly associated with the background noise, and is used by several agencies and municipalities to assess background noise.

L_{eq} is the level of steady sound that has the same energy as a fluctuating sound measured over the same time period. **L_{eq}** is indicative of the average sound level during the measurement period.

L_{max} is the maximum sound pressure level of an event. **L_{max}** is often used to characterize the loudness of a single event.

Reference: Martin Hirschorn, *Noise Control Reference Handbook*, Industrial Acoustics Company, New York, NY, 1989.



Attachment A: Acoustical Terms

Sound is a vibrational disturbance that propagates through the air in a predictable manner and can be detected by human hearing organs. Sound can be mathematically expressed as rapid changes in air pressure that travel from a vibrating source (speaker diaphragm, mouth, etc) to a receiver.

Vibration the mechanical oscillation of a solid or fluid object about an equilibrium or rest position. Vibration is typically described in terms of displacement (inches or meters), velocity (inches per second or meters per second) or acceleration (inches per second² or meters per second²).

Noise is unwanted sound that may interfere with communications or disturb a person. There is no mathematical or scientific distinction between noise and sound, the only difference is how they are perceived by humans.

Decibel (abbreviation "dB") is a mathematical expression used for expressing the magnitude of sound levels. The human ear is capable of hearing pressure variations from 0.00002 Pascals to 20 Pascals. Decibels are used to compress this large range of values to a more manageable range that varies from about 0 to 120. A decibel is defined as $10 \log_{10} \left(\frac{P^2}{P_{ref}^2} \right)$ where "P" is the sound pressure magnitude generated by a source, and " P_{ref} " is a reference pressure of 20 microPascals (μ Pa). Note that decibels are logarithmic quantities. Therefore, $60\text{dB} + 60\text{dB} = 63\text{dB}$, not 120 dB.

Frequency is the number of cyclical variations in sound pressure that occur over one second. Humans perceive a change in frequency as a change in pitch. For example, a low frequency sound ("bass") will be perceived as having a low pitch, and a high frequency sound ("treble") will be perceived as having a high pitch. Frequency is expressed in units of Hertz, abbreviated as Hz.

Octave (or octave band) is a range of frequencies where the upper frequency limit is twice the lower frequency limit. For example, the frequency range of 25 Hz to 50 Hz is one octave. Octave bands are identified by their "center" frequencies.

A-Weighting simulates the response of the human ear to sound by attenuating low and high frequencies, and amplifying the midrange frequencies. A-weighted sound levels are abbreviated as "dBA." The following gives an indication of how A-weighted sound levels are perceived by humans under normal conditions:

- A 1 decibel difference in sound level can only be detected in carefully controlled laboratory experiments.
- A 3 decibel change is the minimum difference in noise level that is perceptible to humans outside of controlled testing environments
- A change of at least 5 decibels is required before a community would perceive a significant change in the noise environment.
- A 10 decibel change in sound level is usually perceived as a doubling in the loudness of sound.

The following table gives common A-weighted sound levels:



Massachusetts
Department
of
ENVIRONMENTAL
PROTECTION

fact sheet

Noise

Background

Noise is a type of air pollution that results from sounds that cause a nuisance, are or could injure public health, or unreasonably interfere with the comfortable enjoyment of life, property, or the conduct of business. Types of sounds that may cause noise include:

- "Loud" continuous sounds from industrial or commercial activity, demolition, or highly amplified music;
- Sounds in narrow frequency ranges such as "squealing" fans or other rotary equipment; and
- Intermittent or "impact" sounds such as those from pile drivers, jackhammers, slamming truck tailgates, public address systems, etc.

Policy

A noise source will be considered to be violating the Department's noise regulation (310 CMR 7.10) if the source:

1. Increases the broadband sound level by more than 10 dB(A) above ambient, or
2. Produce a "pure tone" condition – when any octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more.

These criteria are measured both at the property line and at the nearest inhabited residence. "Ambient" is defined as the background A-weighted sound level that is exceeded 90% of the time, measured during equipment operating hours. "Ambient" may also be established by other means with consent of the Department.

For more information:

For complaints about specific noise sources, call the Board of Health for the municipality in which the noise source is located.

To learn more about responding to noise, odor and dust complaints or to request state assistance or support, please contact the service center in the nearest DEP regional office.

- Central Region, Worcester: (508) 792-7683
- Northeast Region, Wilmington: (978) 661-7677
- Southeast Region, Lakeville: (508) 946-2714
- Western Region, Springfield: (413) 755-2214

This Policy was originally adopted by the MA Department of Public Health in the early 1970's. It was reaffirmed by DEP's Division of Air Quality Control on February 1, 1990, and has remained in effect.

Massachusetts Department of
Environmental Protection
One Winter Street
Boston, MA 02108-4746

Commonwealth of
Massachusetts
Mitt Romney, Governor

Executive Office of
Environmental Affairs
Ellen Roy Herzfelder, Secretary

Department of
Environmental Protection
Edward P. Kunce,
Acting Commissioner

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February 2003.
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This information is available in
alternate format by calling our
ADA Coordinator at
(617) 574-6872.

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	Julie	Town Officers & Comms	Customary								
	A&A 7-0-0	2	Julie	Reports of Town Officers & Committees	Customary								
	A&A 5-2-0	3	Julie	Elected Officials Salaries	Customary								
	A&A 9-0-0	4	Julie	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	Ed	MRSD Budget	MRSD/Supt	\$ 26,643,415	\$ 26,244,621	\$ 398,794			\$ -		
	A&A 7-0-0	6	Ed	CCRTS Budget	Supt	\$ 2,332,198	\$ 2,332,198						
	A&A 9-0-0	7	Larry	Water Dept Budget	Water Com	\$ 4,327,978				\$ 4,327,978			
	A&A 8-0-0	8	Larry	Wastewater/Sewer Budget	TA/BOS	\$ 225,000	\$ 125,000	\$ 100,000					
	A&A 6-1-0	9	Julie	Adopt the Capital Plan	BOS								
	A&A 7-0-0	10	Larry	Lease Purchase	BOS	0							
	A&A 7-0-0	11	Larry	Capital Items from Free Cash	BOS	\$ 136,874	\$ -	\$ 136,874					\$ -
	A&A 5-2-0	12	Larry	Facility Maintenance & Repair Fund	BOS	\$ 774,750		\$ 774,750					
	NRPFI 7-0-0	13	Larry	Fund the Snow & Ice Deficit for FY18	BOS	\$ 325,000		\$ 325,000					
	NRPFI 7-0-0	14	Larry	Fund Shortfalls in Budget Transfers for FY19	TA & FD	\$ -		\$ -					\$ -
	A&A 7-0-0	15	Michael	Purchase/Replace Mini Excavator Water Dept	Water Com	\$ 50,000				\$ 50,000			\$ -
	A&A 7-0-0	16	Michael	Replace Section of Water Main Water Dept	Water Com	\$ 300,000				\$ 300,000	\$ -		
	A&A 7-0-0	17	Michael	Replace T1 Main Generator Water Dept	Water Com	\$ 65,000				\$ 65,000			
	A&A 8-0-0	18	Michy	Ford F-550 Truck Water Dept	Water Com	\$ 70,000	\$ -			\$ 70,000			
	A&A 7-0-0	19	Ed	Purchase Vehicles for DPW	BOS	\$ 395,000		\$ 395,000					
	A&A 4-1-1	20	Ed	Lower County Road	BOS	\$ 4,560,475				\$ -	\$ 4,560,475		
	A&A 7-0-0	21	Ed	Mobile Lift System	BOS	\$ 90,475		\$ 90,475		\$ 90,475			
	A&A 7-0-0	22	Ed	Road Maintenance Program	BOS	\$ 700,000					\$ 700,000		\$ -
	A&A 8-0-0	23	Don	Single Family Dwelling	Planning Board	\$ -		\$ -					
	A&A 8-0-0	24	Don	Free Standing Portable Signs	Planning Board	\$ -		\$ -			\$ -		
	A&A 8-0-0	25	Don	Retaining Walls for Septic	Planning	\$ -		\$ -					
	A&A 8-0-0	26	Don	Lifting Existing Structures	Planning Board	\$ -					\$ -		
	A&A 7-0-0	27	Don	Update Town's Local Comprehensive Plan	Planning Board	\$ 200,000		\$ 200,000					\$ -
	A&A 7-0-0	28	Larry	Fund Library Technology	Library Trustees	\$ 21,323							\$ 21,323
	A&A 7-0-0	29	Larry	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	Michael	Federal Immigration Laws	Petitioner								
	IPP 6-2-0	52	Michael	Support legislation to change State seal/motto	Petitioner								
	NRPFI 8-0-0	53	Julie	Ban single use plastic straws	Petitioner								
	IPP 8-0-0	54	Julie	Restrict flavored tobacco	Petitioner								
	NRPFI 8-0-0	55	Larry	Require BOS & FC to Record Individual Votes	Petitioner								
	Amend 8-0-0	56	Larry	Amend Charter change Selectmen to Select Board	Petitioner								
	IPP 6-2-0	57	Larry	Rescind Pet Burial Land	Petitioner								
	A&A 5-1-0	58	Julie	Revolving Fund for Pet Burial Ground	Cemetery Comm								
	NRPFI 5-1-0	59	Julie	Complete construction of pet burial ground	Cemetery Comm								
	A&A 8-0-0	60	Don	Approve Utility Easements for Fire Station II	Admin								
	A&A 6-1-0	61	Don	Harwich Affordable Housing Trust Fund	BOS								
	A&A 8-0-0	62	Ed	Amend By-law Revolving Funds	FD, Golf & Cemetery								
	A&A 8-0-0	63	Ed	Rescind Capital Infrastructure Revolving	FD								
	A&A 8-0-0	64	Ed	Rescind Golf Restaurant Revolving	FD								
	A&A 8-0-0	65	Ed	Authorize Departmental Revolving Funds Spending Limits	FD								
	NRPFI 8-0-0	66	Don	Stabilization Fund	BOS	\$ 384,000		\$ 384,000					
	NRPFI 8-0-0	67	Don	OPEB Trust Fund	BOS	\$ 500,000		\$ 500,000					
	NRPFI 8-0-0	68	Don	Prior Year Unpaid Bills	FD	\$ 1,000		\$ 1,000	\$ -				
	A&A 8-0-0	69	Julie	Herring Fisheries	BOS								
		70											
		71											
		72											
		73											

Sandy Robinson

From: Christopher Clark
Sent: Tuesday, April 23, 2019 11:00 AM
To: Sandy Robinson
Subject: Fwd: SRTS Infrastructure Project Funding Program Application

Sent from my iPhone

Begin forwarded message:

From: Steven Tupper <stupper@capecodcommission.org>
Date: April 19, 2019 at 11:16:45 AM EDT
To: Christopher Clark <cclark@town.harwich.ma.us>, Link Hooper <lhooper@harwichdpw.com>
Cc: Sandy Robinson <srobinson@town.harwich.ma.us>, Link Hooper <lhooper@harwichdpw.com>, "Budzynkiewicz, Emily (DOT)" <emily.budzynkiewicz@state.ma.us>
Subject: Re: SRTS Infrastructure Project Funding Program Application

Chris,

The SRTS grant covers engineering design for the project, which would include looking into the questions you noted. MassDOT has a consultant on board that will be working with each community. I believe AECOM will be working on the Harwich Elementary project.

Right of way and other design constraints will taken into consideration as part of the design process.

I hope this helps address the concerns of your board member. I have also copied Emily Budzynkiewicz in case she has more to add from the SRTS perspective.

Thanks,
Steve

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From: Christopher Clark <cclark@town.harwich.ma.us>
Sent: Friday, April 19, 2019 8:22 AM
To: Steven Tupper; Link Hooper
Cc: Sandy Robinson; Link Hooper
Subject: RE: SRTS Infrastructure Project Funding Program Application

Hi Steve,

A member of my Board has expressed concern about our ability to do the work on sidewalks. I believe the concern is over who owns the right of way and is the right of way sufficient to widen the sidewalk. I thought that you were assisting Link in this element. Do you have copies of road layouts that we used

for the ownership question and the sections to be done. The Grant was submitted by Monomoy on a State Website so the overall information is not as readily available.

Chris Clark

From: Steven Tupper [mailto:stupper@capecodcommission.org]
Sent: Monday, April 08, 2019 4:04 PM
To: Christopher Clark <cclark@town.harwich.ma.us>; Link Hooper <lhooper@harwichdpw.com>
Subject: FW: SRTS Infrastructure Project Funding Program Application

Good afternoon,

First of all, congratulations on the SRTS funding. As offered in earlier meetings, please let me know if you would like my staff to assist with putting the projects into the MassDOT "MapIT" system. A town account would need to be generated, but we could assist with project entry.

I have also been asked to remind you of the deadline of April 15th for letters of support noted below.

Thanks,
Steve

Steven Tupper
Transportation Program Manager
Cape Cod Commission

From: Budzynkiewicz, Emily (DOT) <emily.budzynkiewicz@state.ma.us>
Sent: Monday, March 18, 2019 9:44 AM
To: Oldach, Mary <moldach@monomoy.edu>; Chris Nickerson <cnickhighway@comcast.net>; Christopher Clark <cclark@town.harwich.ma.us>; Kathleen Isernio <kisernio@monomoy.edu>; Lincoln 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>
Subject: RE: SRTS Infrastructure Project Funding Program Application

Good Morning Everyone!

Congratulations to all of you in Harwich for being the first and only Cape Cod Recipient of the SRTS Infrastructure grant. We awarded 14 projects and are in the process of figuring out when and how we will be scheduling walk assessments. In the meantime if you could work on getting letters of support from the School Superintendent, Town Manager, and the Chair of the Board of Selectman by **April 15th** that would be great. Please send them in one email to Cassandra.Gascon@dot.state.ma.us and cc me. If anyone needs me to speak to them individually I'm happy to do so.

I hope you all had a good weekend and congratulations again!

Best,
Emily

Emily Budzynkiewicz | Statewide Lead
Massachusetts Safe Routes to School
Massachusetts Department of Transportation

t: 857.383.3808 | f: 857.368.0656
www.mass.gov/massdot/saferoutes
[Facebook](#) | [Twitter](#)

From: Oldach, Mary [<mailto:moldach@monomoy.edu>]
Sent: Friday, March 15, 2019 4:22 PM
To: Budzynkiewicz, Emily (DOT); Chris Nickerson; Christopher Clark; Kathleen Isernio; Lincoln Hooper; Mark Holmes; Sandy Robinson; Scott Carpenter; Steven Tupper
Subject: Fwd: SRTS Infrastructure Project Funding Program Application

Hello everyone,

Great news on a Friday! Please see the attached letter informing us that our Safe Routes to School grant has been chosen to advance in the project funding process! I will let everyone know when I hear about next steps.

Fins up!
Mary

Mary Oldach, M.Ed., Principal
Harwich Elementary School
263 South Street
Harwich, MA 02645
508-430-7216 (phone)
508-430-7232 (fax)

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

From: **Gascon, Cassandra (DOT)** <cassandra.gascon@state.ma.us>
Date: Fri, Mar 15, 2019 at 3:34 PM
Subject: SRTS Infrastructure Project Funding Program Application
To: moldach@monomoy.edu <moldach@monomoy.edu>, cclark@town.harwich.ma.us <cclark@town.harwich.ma.us>
Cc: Hanson, Diane (DOT) <diane.hanson@state.ma.us>, Cahoon, Jill <Jill.Cahoon@aecom.com>

Good afternoon,

Thank you for your interest in the Safe Routes to School Infrastructure Project Funding Program. Please find attached a letter regarding the status of your application.

Thank you,

Cassandra

Cassandra Gascon Bligh

Transportation Planner and Safe Routes to School Program Coordinator

Office of Transportation Planning

Massachusetts Department of Transportation

10 Park Plaza | Suite 4150 | Boston, MA 02116

857-368-8852 | cassandra.gascon@dot.state.ma.us

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April 2019

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