

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:15 P.M.

Regular Meeting 6:00 P.M.

Monday, June 12, 2023

Remote Participation Optional:

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

<https://meet.goto.com/352067029>

You can also dial in using your phone.

Access Code: 352-067-029

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**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

- A. Pursuant to MGL c.30A, §21(6) to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body; Joint Meeting with the Select Board and Real Estate and Open Space Committee
- B. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town
- C. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Fire Chief and Town Administrator

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Town Offices will be closed on Monday, June 19, 2023 in observance of the Juneteenth Holiday

V. PUBLIC PRESENTATIONS

- A. Update from District Attorney Galibois on new initiatives

VI. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes for June 5, 2023
- B. Vote to approve the Assistant Town Administrator's recommendation to grant permission by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY for the purpose to install 22' +/- of 1-3" conduit and one handhole 65/H2A at 24 Central Avenue.

VII. NEW BUSINESS

- A. Affirm the appointment of Carlene Jones as the Assessing Director
- B. Approve a Conservation Restriction for the Spruce Woods project
- C. Approve the proposed Select Board Committee Liaison list
- D. Approve the amendments to the Personnel By Law compensation table to include Zoning Compliance Officer position
- E. Approve the Annual Committee Reappointment list
- F. Approve a new 2023 Annual Sunday Entertainment license – Harwich Antique Center – 10 Route 28 – 5:00 p.m. to 9:00 p.m. inside – live/recorded music, amplification, dancing by live performers
- G. Approve a new 2023 Seasonal Weekday and Sunday Entertainment License – Mad Minnow Bar & Kitchen – 554 Route 28 – Weekday and Sunday 4:00 p.m. to 10:00 p.m. outside – live/recorded music, amplification, dancing by live performers
- H. Discussion on prioritizing project roster presented by the Town Administrator
- I. Discussion on topics for the Working Group Session on Tuesday, June 20, 2023, at 6:00 p.m. in Griffin Room
- J. Discussion on Cape Media News proposal on legislative updates

VIII. CONTRACTS

- A. Approve and authorize the Chair to sign the Memorandum of Understanding for the Regional Energy Planning Assistance (REPA) Grant between the Town of Harwich and Cape Light Compact
- B. Approve the following License Agreements for the Cultural Affairs Programming located at 204 Sisson Road:
 - A-02 – John Bonnani/Cape Cod Poetry Review
 - A-05 - David Cravenho
 - 102 - Mitzi Bramble
 - 105 - Sharon DiGennaro/Wildflower Studio
 - 113 - Whitney Heavey
 - 202B - Christine (CJ) Conrad
 - 203 - Nettie (Annette) Berkeley/ Nettie B By the Sea
 - 206A - Patricia Thomas

- 209B - Cindy Ennes
- 211 - Adele Scott Design Studio
- 207 – Mary Jane Xenakis

IX. **TOWN ADMINISTRATOR’S REPORT**

X. **SELECT BOARD’S MEMBER REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

**Per the Attorney General’s Office: The Select Board 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 Select Board Office at 508-430-7513.*

Authorized Posting Officer:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
June 8, 2023

CONSENT AGENDA

**MINUTES
SELECT BOARD
HARWICH TOWN HALL
MONDAY, JUNE 5, 2023
6:00 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Mary Anderson, Julie Kavanagh, Michael MacAskill and Jeffrey Handler

ALSO PARTICIPATING: Joseph Powers

CALL TO ORDER

Ms. Anderson called the meeting to order at 6:00 p.m.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mark Kelleher was present and reiterated that he thinks that it would be helpful for Harwich to have a town newsletter. Mr. Kelleher briefly reviewed the newsletter that the Town of Chatham produces. Mr. Kelleher offered this assistance with the newsletter. Mr. Kelleher also discussed short-term rentals, stating that he understands that it would be a process for registration. He suggested that the town could work with a company and utilize the information already on file with the Building Department to start the process. By doing this, Harwich would be able to get their hands around just how many of the homes and cottages are being used for short-term rentals, adding that he feels that short-term rentals may be a bigger issue that we are aware of.

Ms. Anderson responded that both of Mr. Kelleher's comments are on her list of things that she would like to accomplish and made note that Mr. Kelleher offered his assistance.

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and stated that the first annual BBQ competitions being held on Saturday night has sold out. If tickets were purchased, they can be picked up at the Chamber office.

CONSENT AGENDA

- A. Approve Select Board Meeting Minutes:
 - 1. May 22, 2023
 - 2. May 30, 2023

Mr. Handler moved to accept the consent agenda as presented, 2nd by Mr. MacAskill and approved 4-0-0.

NEW BUSINESS

- A. Affirm the appointment of Ashley Symington as Director of Youth and Family Services

Mr. Powers presented for the Select Board's affirmation the appointment of Ashley Symington as the Director of Youth and Family Services. Mr. Powers briefly reviewed Ms. Symington's professional background and knows that she is up to the task of filling the position.

Mr. Handler moved to affirm the appointment of Ashley Symington as the Director of Youth and Family Services as presented, 2nd by Ms. Kavanagh and approved 4-0-0.

- B. Water/Wastewater Superintendent to present design drawings and discuss project bid and bid schedule for the Cold Brook Eco Restoration Project; Votes may be taken

Water/Wastewater Superintendent Dan Pelletier was present remotely. Nick Nelson from Inter-Fluve was present.

Mr. Nelson started by saying that this project has been going on for a few years now and we are now getting close to the bid and construction phase of the project. The design is at the construction ready stage, which includes a few modifications that were requested by the Conservation Commission. Mr. Nelson presented a drawing to show the turtle protection plan during construction. A map was presented that showed a few locations where excavated material will be placed. These 3 locations were either upland previously or were part of the tail water pond. These areas will be elevated 5-7' or so from the existing ground. Any trails that were in these areas will go up and over the mounds and there will be trails that will go around the mounds to maintain ADA compliance. The Conservation Commission had requested a reduction of the total number of pieces of large wood placed in the stream channel. The number of pieces of wood has been reduced by about half. The plan also shows the relocation of the construction channel further into the pond to allow for a more direct channel flow and to allow the fish to find their way up and down the stream more easily. In terms of the upcoming schedule, Mr. Nelson stated that they hope to submit bid documents to the central register this Thursday so that it will be advertised next Wednesday. There will be a 4-week bid opening period with bids to be opened on July 12th. It is proposed that there will be a site visit on June 21st for interested contractors, to show them the site and share the plans. Mr. Nelson and Inter-Fluve have been working with the town's counsel on the bid documents and agreements. Modifications were made to the agreement template, and it has recently been finalized. One of the elements of the agreement is that they know and understand that the town and Harwich Conservation Trust are still finalizing how to be able to transfer the funds from the town to Harwich Conservation Trust for construction. Inter-Fluve has been working with Town Counsel to come up with appropriate language for the bid documents. The hope is to keep pushing forward with the bidding because there are grant deadlines that need to be met to not lose funding.

Mr. MacAskill asked what it will take to finish the agreement. Mr. Nelson responded that the agreement has been in Town Counsel's hands and that he will be working with Harwich Conservation Trust to finalize the details. He hopes that finalization will happen any day now and

it will be ready to go by the time the project is ready for construction. Mr. MacAskill asked Mr. Powers to look into this further.

Mr. MacAskill asked if there will be a project manager. Mr. Nelson responded that they are getting under contract with Harwich Conservation Trust to be the project manager. Mr. MacAskill asked who from the town will be working on this besides Mr. Pelletier. Mr. Nelson responded that Conservation Administrator Amy Usowski has been on site regularly. Mr. Pelletier added that he has been the point person since the departure of the Town Engineer, and that he has been trying to keep ushering the project forward. He added that this project is certainly outside of his wheelhouse. Mr. Pelletier commented that this might be a good opportunity for the incoming Natural Resource Director. Mr. Powers responded that the Natural Resource position will be posted this week and that he agreed that it would be a great introduction to the town to have them on this project.

Mr. Nelson commented that they will be having weekly construction meetings and that there will be monthly updates presented to the Select Board.

Mr. MacAskill asked to confirm that the staging area for construction will be at 204 Bank Street. Mr. Nelson confirmed this and added that there will be a small staging area at the Cedar Swamp Bog, where work is being done as well.

Mr. Handler thanked Mr. Nelson and appreciated their interest and strategy in obtaining grants. He asked Mr. Nelson what the expectation is as to the number of bids that would be received. Mr. Nelson responded that for a project like this, he would expect 4-8 bidders.

Mr. Kavanagh thanked Mr. Nelson for all the information and wants to make sure that this is not held up in terms of legal matters.

Mr. Pelletier confirmed that no Select Board action is required tonight.

C. Approve the proposed Fiscal Year 2024 Holiday Calendar

Mr. Handler moved to approve the proposed Fiscal Year 2024 Holiday Calendar as presented, 2nd by Mr. MacAskill and approved 4-0-0.

D. Approve the following Conservation Restrictions:

1. 2 Old Chatham Road
2. 115 Sears Road
3. 8 Salt Meadow Lane

Mr. Handler moved to approve the Conservation Restrictions as presented, 2nd by Mr. MacAskill and approved 4-0-0.

E. Vote to install a streetlight on an existing pole at Cahoon beach parking area located on Cahoon Road

Mr. Handler moved to approve, under the Select Board street lighting policy exception # 1, the installation of a streetlight on an existing pole at Cahoon beach parking area located on Cahoon Road, 2nd by Mr. MacAskill and approved 4-0-0.

F. Approve the following Special Permit applications:

1. One day Entertainment and One day Wines and Malt license for Harwich Conservation Trust – Event on June 24, 2023, 4:00 p.m. to 6:00 p.m., at 1039 Route 28 – Recorded/live music, dancing by patrons or performers, amplification

Mr. Handler moved to approve the one-day Entertainment and One day Wines and Malt license for Harwich Conservation Trust – Event on June 24, 2023, 4:00 p.m. to 6:00 p.m., at 1039 Route 28 – Recorded/live music, dancing by patrons or performers, amplification, 2nd by Mr. MacAskill and approved 4-0-0.

1. Road Race permit for 5K for the Children – Event on October 14, 2023, 10:00 a.m. to 12:00 p.m., at 1 Schoolhouse Road

Mr. Handler moved to approve the Road Race permit for 5K for the Children – Event on October 14, 2023, 10:00 a.m. to 12:00 p.m., at 1 Schoolhouse Road, 2nd by Mr. MacAskill and approved 4-0-0.

G. Approve a 2023 Weekday and Sunday Seasonal Amusement license renewal – The Trampoline Center – 296 Route 28 – Amusement Type: Trampolines

Mr. Handler moved to approve a 2023 Weekday and Sunday Seasonal Amusement license renewal-The Trampoline Center- 296 Route 28- Amusement Type: Trampolines, 2nd by Mr. MacAskill and approved 4-0-0.

H. Approve a 2023 Weekday and Sunday Seasonal Amusement license renewal – S&S Amusements, LLC d/b/a Bud’s Mini Golf – 9 Sisson Road – Amusement Type: Miniature Golf

Mr. Handler moved to approve a 2023 Weekday and Sunday Seasonal Amusement license renewal – S&S Amusements, LLC d/b/a Bud’s Mini Golf – 9 Sisson Road – Amusement Type: Miniature Golf, 2nd by Mr. MacAskill and approved 4-0-0.

I. Update on 374 Main Street

Ms. Anderson asked for clarification on which warrant article is being discussed. Mr. Powers responded that article 60 was adopted at Town Meeting and article 61 was indefinitely postponed.

Mr. MacAskill stated that he asked for this to be put on the agenda. This discussion is related to the cranberry bogs that are currently leased by Leo Cakounes. Discussions regarding these bogs and the possible creation of an agricultural education center have been going on for over a year.

Mr. MacAskill had asked the Select Board Chair if the Board would be okay with him staying on and helping drive this project to completion. Mr. Powers is in the process of forming procurement.

Ms. Anderson stated that this looks to her like the perfect example of delegating projects. If there are other projects that members would like to take on, she would be happy to accommodate.

Mr. Handler asked what is involved in taking this project to the finish line. Mr. MacAskill responded that it would start with having meetings and having everyone in the same room to talk about expectations. There have been a lot of conversations and while Mr. MacAskill is happy with counsels' involvement, he feels that counsel trying to negotiate without the Select Board's presence is not working. Mr. MacAskill would look to have a meeting with the Town Administrator, counsel for the Cape Cod Tech School, Cape Cod Tech School Superintendent and Town Counsel to hash out what everyone is looking for and then come back to the Select Board with an action plan. Mr. MacAskill would also like to include the Chair of the Conservation Commission in these meetings, noting that the Conservation Commission will certainly be involved with the project.

OLD BUSINESS

A. Discussion on next steps for Chatham Road and Route 39 intersection

Mr. Powers stated that he does not have any updates yet. He noted that the Select Board received, through the Chair, an email from Jon Chorey with his comments from a previous meeting. Mr. Chorey's comments will be added to the project file and Mr. Powers is working to have the Traffic Safety Committee come together to discuss this and other traffic concerns.

Ms. Anderson commented that Mr. Chorey's comments make a lot of sense, would have minimal costs, and may solve the traffic situation.

Ms. Kavanagh stated that these discussions should be held as public hearings and the abutters should be notified of the meetings to allow for their input.

Mr. MacAskill asked that the Traffic Safety Committee be contacted to get their notes on this intersection.

Mr. Handler echoed Ms. Kavanagh's comments, adding that transparency and having the meetings open to the public so they can weigh in is a pretty big deal.

Mark Kelleher was present and feels that Mr. Chorey's ideas were great. He thinks that there is a lot to be considered and that Ms. Kavanagh is right about the meetings being public.

Ms. Anderson asked when Mr. Powers would have information for the Select Board. Mr. Powers responded that he has a need to get in front of the Traffic Safety Committee and wants to make sure that he has all of the information. Since issues with this intersection have come to light, other areas of traffic concern have arisen. Mr. Powers stated that he has reached out to the Chair of the Traffic Safety Committee and has yet to hear back.

CONTRACTS

- A. Approve the following License Agreements for the Cultural Affairs Programming located at 204 Sisson Road:

Mr. Powers thanked Assistant Town Administrator Meggan Eldredge and Director of Cultural Affairs Kara Mewhinney, as well as the people who are looking to retain or to become new tenants of the building. Presented to the Board was a set of license agreements including the tenant's name and location (room number) in the building. Mr. Powers recommended that the Select Board affirm and execute the license agreements as presented.

Ms. Anderson didn't think the list as presented is complete and that there were more agreements to be finalized. Mr. Powers responded that he thought the list was complete but would circle back to staff to confirm.

Mr. MacAskill asked if these agreements displaced anyone, how many people applied and how many were denied. Mr. Powers responded that it is his understanding that every one of the present tenants that responded are receiving a license agreement. He believes that 2 of the tenants opted to not renew their agreement as they were paying rent, but not active in the building. One tenant is moving from the modular building into the main building itself. The town can now immediately proceed with the removal of the modular classrooms and retrofitting of the back of the building.

Mr. Handler thanked Ms. Eldredge and Ms. Mewhinney. He thinks that this is exactly the direction that this building needs to be moving in, still knowing that it is not the final direction.

Ms. Kavanagh asked if preference was given to Harwich residents. Mr. Powers responded that he did not recall that preference but would look back through the RFP process.

- A-04 - Tim Johnson
- A-07 - Natalie Stafford
- A-09 - Janna Powell
- 103 - Erika Nickerson
- 105 - Carolyn Dunford
- 106 - Georgene Reidl
- 107A - Joanne Patukonis
- 108 - Nina Gagarin
- 109 - Stichology-Jane Bessette
- 110 - Cape Cod Makers
- 111 - Nick Nickerson
- 112 - Heather Pilchard
- 114 - Heather MacKenzie
- 115 - Deborah Greenwood
- 201 - Anne Flash
- 202A - Anne Morse

- 204 - Roe Osborn
- 205 - Bernadette Waystack
- 206B - Alla Zbinvosky
- 208B - Jodi French
- 209A - Kim Gagne
- 212 - Taylor Fox
- 213 - Ellen Davies
- 214 - Gail Hickey
- 215 - Martha Little Fuentes
- Lower Level Shop - Jesse Marsolais
- 107b - Donna Spillane
- A04 - Tim Johnson

Mr. Handler moved to approve the license agreements for the cultural affairs programming as laid out on the agenda and in the Select Board packet totaling 28 licenses, 2nd by Mr. MacAskill and approved 4-0-0.

Ms. Anderson also gave thanks to Ms. Eldredge and Ms. Mewhinney as well as Bernadette Waystack for their efforts to help keep people calm and relaxed and move them through this process.

- B. Approve and authorize the chair to sign the Memorandum of Agreement (MOA) between the Town of Harwich and Massachusetts Department of Transportation (MassDot) for signage installation on municipally owned public roadways

Mr. Handler moved to approve and authorize the chair to sign the Memorandum of Agreement (MOA) between the Town of Harwich and Massachusetts Department of Transportation (MassDot) for signage installation on municipally owned public roadways, 2nd by Ms. Kavanagh and approved 4-0-0.

TOWN ADMINISTRATOR'S REPORT

Mr. Powers congratulated anyone who has reached the milestone of graduation, especially Monomoy Regional High School and Cape Cod Regional Technical School. All of the presentations that were made at graduation were fantastic. Congratulations to all was given.

SELECT BOARD MEMBER'S REPORT

Mr. MacAskill asked when the Board is going to see the procurement master plan. Mr. Powers responded that the information has been prepared for June 12th. Mr. MacAskill asked that the Board be provided with the plan before the release of the Friday packet. Mr. Powers agreed.

Ms. Anderson announced that she attended the Monomoy Regional High School graduation on Sunday and was blown away by the ceremony and the personal touches put forward from Principal Jennifer Police. Ms. Anderson also commented on the wonderful singing performance done by Britania Buckner and Julia Morgan. Scott Carpenter also did a nice job with some adulting 101 tips and told funny stories, with their permission, about his children.

Ms. Anderson stated that when Mark Forest was re-elected, there was an interview article in the paper where Mr. Forest said that he would continue to have open office hours. Ms. Anderson would like to start holding open office hours for herself at Town Hall.

Mr. Handler asked if the graduation ceremony was recorded. Mr. Powers responded that the recording can be accessed through the town's you tube channel.

Ms. Kavanagh also gave kudos to Principal Jennifer Police, noting that she is a unique person and a great leader.

CORRESPONDENCE

No correspondence was discussed.

ADJOURNMENT

Mr. MacAskill moved to adjourn the meeting of the Select Board, 2nd by Mr. Handler and approved 4-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Select Board

FROM: Meggan Eldredge, Assistant Town Administrator

RE: Utility Hearing
NSTAR Electric dba Eversource Electric
24 Central Drive

DATE: June 6, 2023

A Utility Hearing was held on June 6, 2023 at 9:01 AM at the request of NSTAR ELECTRIC D/B/A Eversource ENERGY to install 22' +/- of 1-3" conduit and one handhole 65/H2A along Central Avenue.

Legal ads were published and notifications were given. There were no abutters present but the owner of 24 Central Ave was present. There were no objections to install 22' +/- of 1-3" conduit and one handhole 65/H2A at along Central Avenue.

There were no other questions, concerns or objections and the Hearing was adjourned at 9:03 AM. After careful review, I recommend that the Board approve NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY Plan No. 12617162 dated April 19, 2023.



484 Willow Street
W. Yarmouth, Massachusetts 02673

May 8, 2023

Town Administrators
732 Main Street
Harwich, MA 02653

Dear Board Members:

Enclosed is a petition to install 22' +/- of 1-3" conduit and one handhole 65/H2A along Central Avenue.

This construction is necessary to provide new underground service to 24 Central Avenue.

This petition will require a notice to abutters and a hearing.

If you have any questions, feel free to contact me at 508-790-9001 or the email address provided below.

Warm Regards,

Marissa L Jackson

Marissa L Jackson
Right of Way Agent
Marissa.Jackson@Eversource.com
NSTAR Electric
d/b/a Eversource Energy

Please return 1 signed copy to: **-Eversource-484 Willow Street-W. Yarmouth, MA 02673 Attn: Marissa Jackson**



Phone (508) 430-7513

Fax (508) 432-5039

TOWN OF HARWICH

732 MAIN STREET, HARWICH, MA 02645

MINUTES
Utility Hearing – Petition/WO #12617162
Tuesday, June 6, 2023

THOSE IN ATTENDANCE: Meggan Eldredge, Assistant Town Administrator, Representative from Eversource, Marissa Jackson and Manijeh Lawrence (home owner). No Abutters present.

The Assistant Town Administrator called the hearing to order at 9:01 A.M. and read the Utility Hearing Notice.

Ms. Jackson stated she was present as representative of Eversource.

Ms. Eldredge reviewed information, no concerns from department heads, and asked if there was indeed no road opening, and just going under the road. Ms. Jackson confirmed no road opening, just going under the road. Ms. Jackson stated that this is a request to install 22' +/- of 1-3" conduit and one handhole 65/H2A along Central Avenue.

Ms. Eldredge explained that she would make the recommendation to the Select Board at their next meeting. Ms. Jackson asked when that would be and Ms. Eldredge said the next Select Board meeting is June 12, 2023 and as long as minutes were complete, she would place on the agenda to approve this request.

The hearing was adjourned at 9:03 A.M.

Submitted by:
Patience Smith-Cabrera
Executive Assistant

Attachments

May 18, 2023

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
MAY 8, 2023**

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **9:00 AM on Tuesday, June 6, 2023** at the Harwich Town Hall in the Griffin Room, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY d/b/a/ Eversource Energy requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

Central Avenue

PROPOSED: To install 22' +/- of 1-3" conduit and one handhole 65/H2A

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Meggan Eldredge
Assistant Town Administrator

The Cape Cod Chronicle
May 18, 2023

Continued on **Page 60**

NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Joseph F. Powers, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, *Assistant Town Administrator*

June 7, 2023

Ms. Carlene Jones

Dear Ms. Jones,

It is my pleasure to offer you the promotion to Assessing Director for the Town of Harwich. I look forward to your continued positive contributions to the Town.

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

- Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Select Board. Your name will be put forth for confirmation on Monday, June 12, 2023. Successful confirmation will be needed to finalize appointment;
- Your probation period is six months from your start date, June 13, 2023. The town reserves the right, if necessary, to extend the probationary period by an additional three (3) months.

Your position title will be Assessing Director and is included in the Management Employees Association/SEIU 888 contract and your employment is subject to the rights and obligations included in it. Your starting annual salary is \$86,329.27 (Grade M4, Step 1). Upon starting, you will receive a one time, lump-sum, non-pensionable stipend of \$750.00. After successful completion of six months of employment, a second stipend of \$750.00 will be provided.

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

I am pleased that you are continuing your professional career with us. Please feel free to contact me if you have any questions.

Sincerely,

Joseph F. Powers
Town Administrator

Ms. Carlene Jones

6/7/2023
Date

CC: Accounting
Payroll
Personnel File

Grantor: Trustees of the Harwich Conservation Trust
Grantees: Town of Harwich Conservation Commission &
Commonwealth of Massachusetts Department of Conservation and Recreation
Property Address: 0 Spruce Road, Harwich, MA
Grantor's Title: Book 35816 Page 24 and Book 35816 Page 27 in Barnstable
County Registry of Deeds
Grantor's Plan: Barnstable County Registry of Deeds, Plan Book 700, Page 54
and Plan Book 700 Page 55 _____

CONSERVATION RESTRICTION

A majority of **PATTI A. SMITH, THOMAS M. EVANS, COLIN A. LEONARD, BRUCE NIGHTINGALE, DONNA J. PETERSON, JONATHON IDMAN, NANCY POOR, ANDREA SILBERT, and MATTHEW CUSHING**, as **TRUSTEES of and acting as such on behalf of the HARWICH CONSERVATION TRUST**, established under Declaration of Trust dated September 24, 1988 and recorded in the Barnstable County Registry of Deeds in Book 6456, Page 222, with a mailing address of P.O. Box 101, South Harwich, MA 02661, its successors and assigns holding any interest in the Premises as hereinafter defined ("Grantor"), acting pursuant to Sections 31-33 of Chapter 184 of the Massachusetts General Laws, and in consideration of One Million Four Hundred and Fifty Thousand Dollars and 00/100 (\$1,450,000.00)¹ paid, grants to the **COMMONWEALTH OF MASSACHUSETTS** acting by and through its **DEPARTMENT OF CONSERVATION AND RECREATION (DCR)**, a Massachusetts state agency with an address at 251 Causeway Street, Boston MA 02114, and to the **TOWN OF HARWICH**, a Massachusetts municipal corporation, with an address at Harwich Town Hall, 732 Main Street, Harwich, MA, 02645, and acting by and through its **CONSERVATION COMMISSION (Town of Harwich)** by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, its permitted successors and assigns (together, "Grantees"), with quitclaim covenants, IN PERPETUITY and

¹ DCR contributed \$500,000 and the Town of Harwich contributed \$950,000 for the purchase of the Conservation Restriction.

exclusively for the purposes set forth in Article 97 of the Amendments to the Massachusetts Constitution, the following described **CONSERVATION RESTRICTION**, on the entirety of multiple parcels of vacant land totaling 67.1 acres, more or less, located in the Town of Harwich, County of Barnstable, Massachusetts, hereinafter referred to as the "Premises," said Premises being described in Exhibit A and being shown on a reduced copy of the survey plan in Exhibit B, which are attached hereto and incorporated herein. The Grantor and Grantees, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity predominantly in their natural, scenic, or open condition and available for passive outdoor recreational use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

This Conservation Restriction was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, as modified by Section 298 of Chapter 149 of the Acts of 2004, which funds were authorized for such purposes by a vote of the Harwich Town Meeting on Article 37 on May 2, 2022. A copy of the Town Meeting Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit E.

The Conservation Restriction was acquired by the Town of Harwich utilizing, in part, assistance from the Local Acquisitions for Natural Diversity (LAND) program pursuant to Section 11 of Chapter 132A of the Massachusetts General Laws and Section 2A of Chapter 102 of the Acts of 2021, and therefore the Premises is subject to a LAND Grant Project Agreement ("Project Agreement") recorded at the Barnstable County Registry of Deeds in Book _____ Page _____.

A. The Conservation Values protected by this Conservation Restriction include the following:

1. Resource Protection and Open Space Connectivity: The Premises contribute to the protection of natural resources of Harwich, Massachusetts and outer Cape Cod and will enhance the natural and recreational values of these and nearby lands. The Premises abuts 56 acres of Town owned conservation land which in turn abuts the 240-acre Hawksnest State Park creating one of the largest contiguous conservation areas on outer Cape Cod. The Premises are entirely within the Six Ponds Special District, which was established to protect key natural resources including rare plant and wildlife habitat, wetlands and coastal plain pond shores, unfragmented forested areas, fisheries, and wildlife corridors.
2. Wildlife Habitat and Ecological Values: The Premises include a variety of natural communities and habitat types, the protection of which will promote biological diversity and climate resiliency and provide habitat for wildlife. As designated by the Massachusetts Natural Heritage and Endangered Species Program in BioMap (2022), significant portions of the Premises are identified as Critical Natural Landscape-

Aquatic Core Buffers, with the entire Premises listed as a significant local landscape. Further areas are listed as having locally significant wetlands and wetland buffers.

3. Water Resources and Drinking Water Supply Protection: The southerly portion of the land (approximately ten (10) percent) is within a Zone 2 Wellhead Recharge Area for the Public Drinking Water Supply and the Premises are within the watershed recharge area for two of the ponds in the Six Ponds Special District.
4. Forest Health: The healthy pine-oak forest of the outer Cape Cod is a primary defining feature of the Premises and initiatives to maintain and improve forest health will be permitted, helping to ensure the preservation of this large mixed pine-oak forest habitat.
5. Nature Education and Passive Recreation: Public access to the Premises will be allowed for nature education and passive recreation.

B. Baseline Documentation Report

The Conservation Values, as well as the natural features, current uses of and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantees with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantees and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantees to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing sentence, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses. Except as permitted by Paragraph II.B, the Grantor shall refrain from and will not perform or allow others to perform the following acts and uses, which are prohibited, in, on, over and below the Premises:

1. Construction. Construction or placing of any temporary or permanent building, structure, facility or other improvement or parts thereof, including but not limited to any dwelling unit or habitable living space, landing strip or helipad, mobile home, swimming pool, tennis court, active recreational facility, dock, bulkhead, jetty, parking area, fence, shed or storage box, utilities, storage tanks, wells, human made or artificial water impoundment, asphalt or concrete pavement, road or driveway, antenna, tower, windmill, solar array, sewage, septic or wastewater disposal system;

2. Extractive Activities and Uses. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock, surface water or ground water, or other mineral resource or natural deposit, constructing, bulldozing, excavating or drilling of dikes, ditches, holes, swales, or making any other alterations in the natural topography of the Premises;
3. Dumping. Dumping, placing, filling, storing or stockpiling on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, wood chips, tree cuttings, waste, plowed snow and ice, or other substance or material whatsoever;
4. Impacts to Vegetation. Cutting, removing, or destroying trees, grasses, shrubs or other vegetation;
5. Introduction of Non-Native or Invasive Species. Planting or otherwise introducing species of wildlife or plants that are not native to New England or an adjacent state, as defined by current published lists of native species including *The Vascular Plants of Massachusetts: A County Checklist*, published by the Massachusetts Division of Fisheries and Wildlife Natural Heritage & Endangered Species Program (2011) or as amended, and native species lists from neighboring states; planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantees;
6. Chemical Substances. Using, storing, mixing or preparing fertilizers, fungicides, herbicides, pesticides, or other chemicals or similar substances;
7. Commercial, Industrial, Agricultural or Residential Use. Any residential, commercial, or industrial use; any agricultural use including without limitation tillage of soil, or any animal husbandry or paddocking or grazing of livestock or fowl;
8. Alteration to Water, Soil, and Other Features. Altering natural habitat or engaging in any activities detrimental to drainage, flood control, water or soil conservation, erosion control, ecosystem function or the quality of surface or ground water or archaeological conservation including without limitation depleting, diverting, damming, or draining natural water courses, marshes, vernal pools, subsurface water, or any other water bodies;
9. Motorized Vehicles. Using, parking or storing of motorized or power-driven vehicles of any kind, including without limitation automobiles, trucks, motorcycles, mopeds or other motorized bikes, all-terrain vehicles, snowmobiles, motorboats or other motorized watercraft, acknowledging that vehicles necessary for public safety (i.e., fire, police, other government officials) may have a legal right to enter the Premises;
10. Division or Subdivision. Dividing, subdividing, or conveying any part or portion of the Premises (as distinguished from the conveyance of the Premises in its entirety, which is

permitted), it being the Grantor's and Grantees' intention to maintain the entire Premises under unified ownership;

11. Density Calculation. Using or assigning the dimensions, area, or acreage of the Premises, or any portion thereof, to calculate permissible building density, lot coverage, lot yield, nitrogen mitigation credits, or open space requirements for purposes of subdivision or development of other land, whether or not such land is adjacent to or remote from the Premises, and whether or not such land is owned by the Grantor;
12. Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying historic stone walls, granite fence posts, or any other boundary markers, cellar holes or other landscape features of the Premises;
13. Impairment. Any other use of the Premises or activity thereon which is inconsistent with the purposes of this Conservation Restriction or which would materially impair its Conservation Values.

B. Permitted Acts and Uses.

Notwithstanding the Prohibited Acts and Uses described in Paragraph II.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Passive Recreation. Engaging in passive outdoor non-commercial recreational, educational, or nature study related uses such as walking, jogging, cross-country skiing, bird and wildlife observation, hiking, photography, sketching and painting, other non-motorized recreational use (except for use of motorized wheelchairs or other assistive devices for disabled persons, which shall be permitted) and such other consistent activities.
2. Trails. Maintaining, constructing, and using trails and trail features for non-commercial, non-motorized recreational purposes, as follows:
 - i) Existing Trails and Trail Features. Maintaining existing trails and existing trail features and other minor structures as identified in the Baseline Report at their current sizes and locations and in accordance with DCR's *Trails Guidelines and Best Practices Manual (2019)*, as such guidelines may be amended or replaced by DCR from time to time.
 - ii) New Trails. With prior written approval by Grantees, if reasonably required to facilitate public recreational use, access, enjoyment or interpretation of areas of interest, natural features or other characteristics of the Premises, or as necessary to protect the Conservation Values protected by this CR: constructing, widening, extending or relocating new or existing unpaved trails or mowed

paths in accordance with DCR's *Trails Guidelines and Best Practices Manual (2019)*, as such Guidelines may be amended or replaced by DCR from time to time.

- iii) New Trail Features. With prior written approval by Grantees, if reasonably required to facilitate public recreational use, access, enjoyment or interpretation of areas of interest, natural features or other characteristics of the Premises, or as necessary to protect the Conservation Values protected by this CR: constructing, installing or placing any new trail features, structures or materials, including but not limited to any minor bridges, boardwalks, footbridges, railings, wooden split-rail or comparable open-faced (i.e., sight-pervious) fencing no more than four (4) feet in height, culverts, drains, trailside benches or seating, cribs, or contouring.
3. Signs. Constructing, installing, maintaining or replacing non-illuminated signs no larger than four (4) square feet, and non-illuminated informational kiosks no larger than fifteen (15) square feet, on the Premises, for purposes of identifying ownership interests of Grantor and Grantees, the Premises' status as a conservation area, regulations governing the use of the Premises, the location of trails, areas of interest, natural features and other characteristics of the Premises, marking property boundaries and providing like information. Grantor shall provide notice regarding the number, design, and location of boundary markers and signs. Grantor shall acquire prior written approval, before installing or relocating kiosks.
4. Invasive Species and Pest Control. Reasonably applying pesticides, herbicides, insecticides and fungicides (but not storing or mixing such substances or preparing for such application) in compliance with all local, state and federal laws and regulations, to prevent or mitigate pest infestation, blight or disease, including aggressive native species (e.g., poison ivy) to facilitate public access, or to control, manage or eradicate species not native to Massachusetts, provided that such application: (i) is based on prudent and sound silvicultural, horticultural, and ecological principles, (ii) is in accordance with best management practices as amended, (iii) is in conformance with all manufacturers' directions, and (iv) minimizes adverse impacts to non-target species and streams, vernal pools, wetlands, lakes and any other water bodies. Grantee approval shall be required when such application impacts more than one (1) acre in the aggregate or occurs within one hundred (100) feet of any stream, pond or wetland.
5. Vegetation Management. The selective and minimal pruning, cutting, mowing or removal of trees, shrubs, grasses, and other vegetation only as necessary to control, manage, or prevent an identified disease, blight, infestation or other hazard, for storm clean-up, for safety reasons to prevent injury to persons or damage to property, or to maintain the current condition of the Premises as documented in the Baseline Report or maintain permitted improvements.

6. Composting. The stockpiling and composting of stumps, trees, brush, limbs and similar biodegradable materials originating on the Premises in a location and manner that facilitates biological decomposition and does not threaten public safety. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. Exercise of this permitted use shall take into account sensitive areas and avoid harm to nesting species during nesting season.
7. Natural Habitat Management. With prior written approval of the Grantees, undertaking measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including planting native trees, shrubs, or other plant species, and using reasonably required temporary improvements such as exclusion fencing. Any activities proposed within Priority or Estimated Habitats of Rare Species as identified in the Massachusetts Natural Heritage Atlas shall require prior consultation with the Massachusetts Division of Fisheries and Wildlife's Natural Heritage and Endangered Species Program.
8. Forest Management.
 - i. Conducting non-commercial forest management and harvesting activities, intended solely to maintain or improve forest health, provided such cutting, removal, and management is conducted in compliance with:
 - a. prudent and sound forest management practices, using all required Best Management Practices and, to the maximum extent possible the recommended guidelines pursuant to the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish, Kittredge, University of Massachusetts, Amherst and DCR, 2013) and subsequent versions as may be approved by the Grantees (hereinafter "Forestry BMPs"), including practices to preserve and protect natural vegetation, water quality, vernal pools, and rare species habitats, and timing activities to be ecologically sound and sensitive to wildlife breeding seasons;
 - b. a Forest Stewardship Plan, prepared in accordance with "Directions for the preparation of new Chapter 61 Forest Management and Forest Stewardship/Green Certification Plans" as amended by DCR or its successor agency, and approved in writing by the State Forester;
 - c. a Forest Cutting Plan, prepared by a forester duly licensed pursuant to 302 CMR 14.00, in accordance with Sections 40 to 46 of Chapter 132 of the Massachusetts General Laws, as amended ("Licensed Forester"), and approved in writing by the State Forester, if any proposed cutting/harvesting is to exceed ten thousand board feet or 20 cords of wood during any rolling 12 month period, notwithstanding the thresholds described in Section 44 of Chapter 132 of the Massachusetts General Laws; and
 - d. such statutes, regulations and directions in effect at the time of approval of the said plans.
 - ii. Consistency. A copy of this Conservation Restriction shall accompany the Grantor's submission of any proposed Forest Stewardship Plan and/or proposed

Forest Cutting Plan to the State Forester for approval, together with a certification in writing from the Licensed Forester, signed by Grantor, that the proposed Forest Stewardship Plan and/or Forest Cutting Plan is consistent with the terms and Purposes of this Conservation Restriction. Any Forest Cutting Plan prepared and submitted for approval must be consistent with the approved Forest Stewardship Plan. Reasonable use of pesticides, herbicides, insecticides, fungicides or other chemicals consistent with the Forestry BMPs may be included in such plan and carried out solely as permitted by and in accordance with Paragraph II.B.4.

- iii. Existing and New Ways for Forestry. Using, maintaining, repairing and replacing, but not enlarging, existing Ways and access roads for forestry purposes, provided that activities are in accordance with Forestry BMPs. With the prior written approval of Grantees, constructing and maintaining new unpaved ways for forestry purposes, provided that
- a. the Way is necessary to provide reasonable forest management access to the Premises as identified in a Forest Stewardship Plan;
 - b. the travel surface does not exceed fifteen (15) feet in width, and
 - c. the Way is located, designed, constructed and used in accordance with Forestry BMPs.

A new Way included in an approved Forest Stewardship Plan, shall be deemed approved for purposes of this Paragraph II.8.iii. The temporary construction and use of skid roads for forest management purposes is permitted only if included in an approved Forest Cutting Plan, provided that disturbed areas associated with temporary skid roads shall be restored upon completion of the associated work;

9. Motor Vehicles. Using motorized or power-driven vehicles or equipment as reasonably necessary to carry out Permitted Acts and Uses, including normal upkeep and maintenance of the Premises and use of the Parking Area as provided in Section II.B.10, but excluding recreational use except for use of motorized wheelchairs or other assistive devices for disabled persons and such use does not raise a legitimate public safety concern to other persons;
10. Parking Area. Constructing, repairing, maintaining, and using a parking area to provide access to the Premises for the passive outdoor recreational activities described in Paragraph II.B.1., for maintenance of the Premises as described in Paragraph II.B.2 through B.5, for forest management as described in Paragraph II.B.8 and for inspection of the property as described in Paragraph III, at the location shown on Exhibit D, no larger than sixteen hundred (1,600) square feet for up to ten (10) vehicle spaces. Said parking area shall be unpaved or surfaced with pervious materials only;
11. Archaeological Investigations. Conducting archaeological field investigations, including without limitation archaeological research, surveys, systemic excavation and removal of archaeological samples and specimens, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor with prior written approval from the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and from the Grantees. A copy

of the results of any such investigation on the Premises shall be provided to the Grantees.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said activities.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph II.B shall be in compliance with all current permitting requirements, Zoning By-Laws of the Town of Harwich, and all other applicable federal, state and local laws, rules, regulations and permits and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any permitted act or use in Paragraph II.B requiring a permit, license, or approval from a public agency does not imply that the Grantees or the Commonwealth take any position on whether such permit, license or approval should be issued.

E. Notice and Approval Procedure

1. Notifying Grantees. Whenever notice to or approval by Grantees is required, Grantor shall notify or request approval from Grantees, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantees' Review. Where Grantees' approval is required, each Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantees' approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantees may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party. Approval by only one Grantee is not sufficient to and shall not constitute approval by Grantees.
3. Resubmittal. Grantees' failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

4. Emergency Action. In the event the activity proposed is necessary to address an emergency situation, either to avert environmental degradation, ecological damage or imminent risk to public health and safety, Grantor may take immediate measures to avert such damage or risk and shall notify Grantees within twenty-four (24) hours of taking such measures.

III. PUBLIC ACCESS

The Grantor hereby grants to the Grantees the right to permit the public to access and use the Premises for non-commercial, passive outdoor recreational activities consistent with Paragraph II.B.1 above, only for daytime use, provided that such activities (1) are carried out in a manner consistent with the provisions and Purposes of the Conservation Restriction; (2) comply with such reasonable rules and regulations for use of the Premises necessary for protection of the Purposes and Conservation Values and public safety that Grantor may promulgate with Grantees' approval; and (3) do not involve the use of motorized vehicles except (a) for use of motorized wheelchairs or other power driven assistive devices for disabled persons the use of which does not raise a legitimate public safety concern to other persons, and (b) vehicles entering the Premises park in designated parking areas on the Premises as described in Paragraph II.B.10 above, and (4) do not unreasonably interfere with Grantor's permitted uses of the Premises. Grantor agrees to take no action to prohibit or discourage public access of the Premises as permitted by the Grantees. Grantor and Grantees are afforded protection from liability as set forth in Section 17C of Chapter 21 of the Massachusetts General Laws, as amended.

IV. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other instrument which grants any interest in all or a portion of the Premises, including without limitation, a mortgage or leasehold interest. The Grantor shall notify the Grantees in writing at least thirty (30) days before the effective date of any such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction.

If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then a Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after it has transferred its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for the transfer itself, if in violation of this Conservation Restriction, shall survive the transfer. Any new owner (i.e., successor Grantor) shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

V. INSPECTION AND ENFORCEMENT

A. Entry on the Premises

1. Inspection. The Grantor hereby grants to the Grantees, and their duly authorized agents or representatives, the right to enter the Premises, in a reasonable manner and at reasonable times for the purposes of inspecting the Premises to determine compliance with the Conservation Restriction or to enforce the Conservation Restriction.
2. Boundaries and Signage. The Grantees shall have the right but not the obligation to erect signs and boundary markers on the Premises to communicate public access and to identify ownership interests of Grantor and Grantees. Grantees shall coordinate their activities in designing and erecting signs and markers with any similar activities of the Grantor to avoid duplication.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that Grantees may have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantees for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantees determine that a violation of this Conservation Restriction has occurred and that they intend to exercise any right described herein, the Grantees shall notify the Grantor in writing of the violation and request that Grantor remedy such violation. The Grantor shall have thirty (30) days from receipt of the written notice to remedy the violation, after which time Grantees may take further action, including instituting legal proceedings and entering the Premises to take reasonable measure to remedy, abate, or correct such violation without further notice. This thirty (30) day deferment period shall only apply if Grantor immediately ceases the violation and Grantees determine that there is no ongoing violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantees all reasonable costs and expenses (including counsel fees) incurred by the Grantees in enforcing this Conservation Restriction or in taking reasonable

measures to remedy, abate, or correct any violation thereof, provided that such violation is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Premises, the Grantor shall pay for a survey.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of the Grantees, and any election by the Grantees as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By its acceptance, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or their agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any action against the Grantor, its successors and assigns for any injury to or change in the Premises resulting from causes beyond the Grantor's, its successors' and assigns' control, including, but not limited to, fire, flood, storm, natural erosion, or from any prudent action taken by the Grantor, its successors and assigns under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Grantor and Grantees agree that in the event of damage to the Premises from acts beyond Grantor's control, that if Grantor and Grantees mutually agree that it is desirable that the Premises be restored, Grantor and Grantees will cooperate in attempting to restore the Premises if feasible.

F. Costs and Taxes

Grantor retains and shall bear all costs and responsibilities of any kind related to the ownership, operation, and maintenance of the Premises, including payment of taxes.

VI. TERMINATION, RELEASE, and EXTINGUISHMENT

A. Procedure

If circumstances arise in the future such as to render the Purposes of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts or successor official

("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantees' Right to Recover Proceeds

If any change in conditions ever gives rise to extinguishment, termination or other release of the Conservation Restriction under applicable law, then the Grantees, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C below, subject, however, to any applicable law that expressly provides for a different disposition of the proceeds, after complying with the terms of any gift, grant, or funding requirements. Any proceeds to the Grantees shall be distributed according to the terms of an agreement between Grantees, or in the absence of such an agreement shall be distributed as follows: thirty four percent (34%) to Grantee DCR and sixty-six percent (66%) to Grantee Town of Harwich. The Grantees shall use their shares of the proceeds in a manner consistent with the conservation purposes set forth herein.

C. Grantees Receipt of Property Right

The conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right as of the Effective Date (See Paragraph X) was determined to be Eighty-seven and fifty-seven hundredth percent (87.57%) Such proportionate value of Grantees' property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees under this Paragraph shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and the Grantees in accordance with Paragraph VI.B and VI.C. If a less- than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken, subject to the terms of any gift, grant or funding requirements. If less than the fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their share of the proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION AND ASSIGNABILITY

A. Running of the Burden.

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding

any interest in the Premises.

B. Execution of Instruments

The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantees its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantees, shall be in gross and shall not be assignable by the Grantees, except when the following conditions are met:

1. the Grantees require that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. NON-MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee Town of Harwich agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner following the terms set forth in Paragraph VII.C in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner. The Grantee Commonwealth of Massachusetts acting by and through its Department of Conservation and Recreation shall be exempt from this provision and shall be permitted to acquire title to the Premises, and the Grantor may grant such title solely to said Grantee, that may result in the Conservation Restriction merging into the fee.

IX. AMENDMENT

A. Limitations on Amendment

Grantor and Grantees may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantees as a "qualified organizations" or "eligible donees" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantees, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph IX to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantees and Grantor, approved by the Town of Harwich and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable Registry of Deeds.

X. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Barnstable Registry of Deeds.

XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, with a copy sent by email with delivery receipt requested, addressed as follows:

To Grantor: Trustees of Harwich Conservation Trust,
P.O. Box 101,
South Harwich, MA 02661

To Grantees: Harwich Conservation Commission,
732 Main Street,
Harwich, MA 02645

Department of Conservation and Recreation
251 Causeway Street

Boston MA 02114

With a copy to: Land Protection Program
Department of Conservation and Recreation
136 Damon Road
Northampton, MA 01060
Conservationrestriction.dcr@mass.gov

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policies and purposes of Sections 31 through 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any section or provision of this Conservation Restriction is held to be unenforceable by any court of competent jurisdiction or the application thereof to any person or circumstance is found to be invalid, the remainder of the sections or provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

E. Grantees' Rights

Any right granted herein to Grantees is granted to each Grantee individually.

XIII. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and

Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other Grantee.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

The following signature pages are included:

Grantor – Trustees of the Harwich Conservation Trust
Grantee – Town of Harwich Conservation Commission
Approval by the Town of Harwich, Board of Selectmen
Approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts

The following exhibits are attached hereto and incorporated herein:

- A. Legal Description of the Premises
- B-1 Reduced Copy of Perimeter Plan for Tract 1 (Lot 1 with excluded area) of Premises
- B-2 Sketch of Excerpt of Tract 1 (Lot 1 showing Area Excluded from Premises)
- C. Reduced Copy of Perimeter Plan for 8.48 acres of 67.1-acre Premises
- D. Sketch Plan of Premises' Parking Area
- E. Attested Town Meeting Vote

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED under seal this _____ day of _____, 2023.

Grantor:
Harwich Conservation Trust
By its Trustees,

Thomas M. Evans, President / Trustee

Colin A. Leonard

Donna J. Peterson

Jonathon Idman

Patti A. Smith

Andrea Silbert

Matthew Cushing

Bruce Nightingale

Nancy Poor

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2023

Then personally appeared the above-named Thomas M. Evans, President and Trustee of the Harwich Conservation Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the person whose name is signed on the document, and acknowledged he is duly authorized to act on behalf of said Trust, and further acknowledged the foregoing instrument to be his free act and deed on behalf of said Trust, before me.

Notary Public
My commission expires:

ACCEPTANCE OF TOWN OF HARWICH CONSERVATION COMMISSION

We, the undersigned, being a majority of the Town of Harwich Conservation Commission, hereby certify that at a public meeting duly held on June 6, 2023, the Conservation Commission voted to accept the foregoing Conservation Restriction from the Trustees of the Harwich Conservation Trust pursuant to the provisions of Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

**TOWN OF HARWICH
CONSERVATION COMMISSION**



John Ketchum



Wayne Coulson

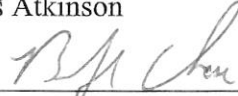


Mark J. Coleman

Alan Hall



James Atkinson



Bradford Chase

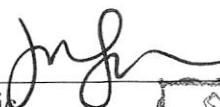


Stanley Pastuszak

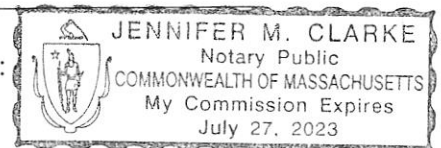
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 7 day of June, 2023, before me, the undersigned Notary Public, personally appeared the above-named John Ketchum, James Atkinson, Wayne Coulson, Bradford Chase, Mark Coleman, and Stanley Pastuszak, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the document and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Town of Harwich.



Notary Public
My commission expires:



**APPROVAL BY SELECT BOARD
TOWN OF HARWICH**

We, the undersigned, being a majority of the Select Board of the Town of Harwich, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Select Board of the Town of Harwich voted to approve the foregoing Conservation Restriction from Trustees of the Harwich Conservation Trust to the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation, and the Town of Harwich, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Select Board of the Town of Harwich:

Mary E. Anderson, Chair

Michael D. MacAskill, Member

Donald F. Howell, Member

Julie E. Kavanaugh, Member

Jeffrey F. Handler, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2023

Then personally appeared the above-named Jeffrey F. Handler, Michael D. MacAskill, Donald F. Howell, Julie E. Kavanaugh, and Mary E. Anderson, Select Board of the Town of Harwich, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document, and acknowledged the foregoing instrument to be their free act and deed, on behalf of the Town of Harwich, before me.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Trustees of the Harwich Conservation Trust to the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation, and to the Town of Harwich, acting by and through its Conservation Commission, has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A.1
Description of the Premises

The Premises subject to this Conservation Restriction are located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, and comprise vacant land totaling **67.1 acres**, more or less, described in Tract 1 & Tract 2 as follows:

Tract 1: A 58.61 acre, more or less, portion of the land shown as Lot 1 (61.7 acres) on a plan of land entitled, "Plan of Land off Spruce Street, Harwich, MA prepared for Peter Copelas, Date: May 20, 2022, Scale 1" = 100', down cape engineering, inc. civil engineers, land surveyors, 939 Main Street, Yarmouthport MA," and recorded in the Barnstable County Registry of Deeds in Plan Book 700 Page 54 (the "Plan"). (See Exhibit B.1 following.),

Said Tract 1 includes the entirety of the land shown as Lot 1 on said plan, EXCLUDING an area, containing 3.09 acres, more or less, which is more particularly bounded and described as follows (as also shown on Exhibit B-2):

- Beginning in the northeast corner of the area herein described in the range of Lot 1 as described hereinabove; thence running,
- Southwesterly along a line bearing N 71° 07' 12" E a distance of four hundred and fifteen and 00/100 (415.00') feet, more or less, to a concrete bound; thence running,
- Southwesterly along a line bearing N 71° 07' 12" E a distance of one hundred and twenty-five and 71/100 (125.71') feet, more or less, to a corner of said Lot 1; thence running,
- Southwesterly along a line bearing N 71° 07' 12" E a distance of three hundred and twenty-five and 50/100 (325.50') feet, more or less, to a corner of said Lot 1; thence turning and running,
- Southeasterly along a line bearing S 31° 57' 04" E a distance of one hundred and fifty and 15/100 (150.15') feet, more or less, to a concrete bound; thence turning and running,
- Northerly along a line bearing N 09° 26' 47" E a distance of forty-three and 32/100 (43.32') feet, more or less, to a corner in the range of land now or formerly of the Town of Harwich, as shown on the Plan; thence turning and running,
- Northeasterly along a line bearing N 79° 20' 23" E a distance of two hundred and sixty-three and 00/100 (263.00') feet, more or less, to a point in the range of land now or formerly of the Town of Harwich, as shown on the Plan; thence running,

SIX PONDS GREAT WOODS CONSERVATION RESTRICTION
Harwich, MA

Northeasterly along a line bearing N 82° 11' 33" E a distance of one hundred and eight .and 00/100 (108.00') feet, more or less, to a point in the range of land now or formerly of the Town of Harwich, as shown on the Plan; thence running,

Northeasterly along a line bearing N 82° 11' 33" E a distance of three hundred and sixty-two and 10/100 (362.10') feet, more or less, to a point in the range of land now or formerly of the Town of Harwich, as shown on the Plan; thence running,

Northeasterly along a line bearing N 83° 29' 31" E a distance of one hundred and thirty-seven and 80/100 (137.80') feet, more or less, to a concrete bound; thence turning and running,

Northwesterly along a line in the range of Lot 1 as shown on said Plan, a distance of two hundred and fifty (250'±) feet, more or less, to the point of beginning.

Tract 1 containing 58.61 acres.

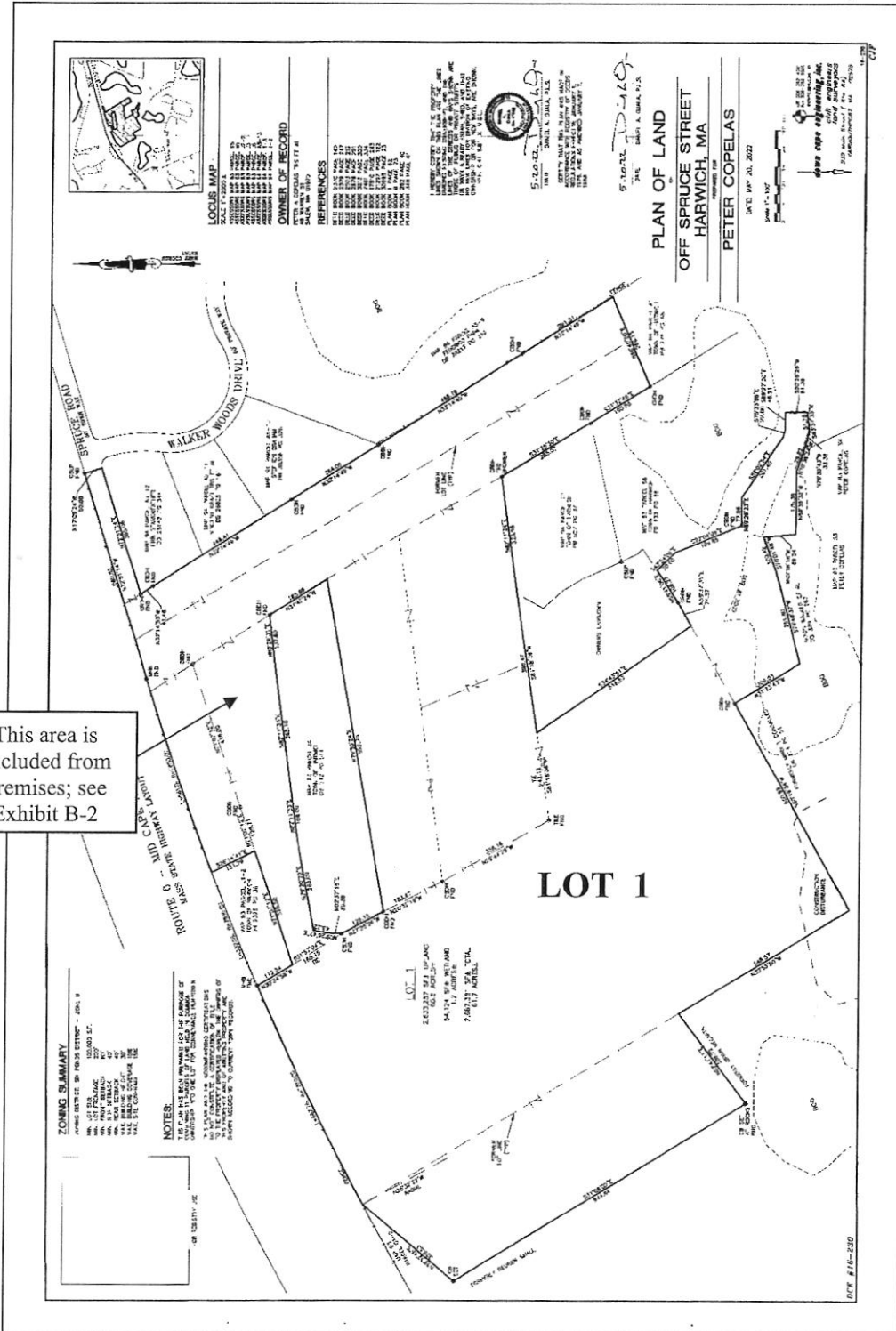
Tract 2: All of the land shown on a plan of land entitled, "Plan of Land, Jay Z Drive, Harwich, MA prepared for The Harwich Conservation Trust, Parcels S3 & S4 Assessor's Map #83, Scale 1" = 50' Jan. 12, 2023, Outermost Land Survey, Inc.," and recorded in the Barnstable County Registry of Deeds in Plan Book 700 Page 55. (See Exhibit C following).

Tract 2 containing 8.48 ± acres.

For Grantor's title, see deeds dated May 26, 2023 from Six Ponds, LLC to Trustees of the Harwich Conservation Trust recorded on May 31, 2023 in the Barnstable County Registry of Deeds Book 35816, Page 24 and Book 35816, Page 27.

Street Address: 0 Spruce Road, Harwich, MA

EXHIBIT B-1
 Reduced Copy of Perimeter Plan for Tract 1 (Lot 1 with excluded area) of Premises
 (to be recorded)



LOCAL MAP

SCALE: AS SHOWN

SECTION 1	20
SECTION 2	20
SECTION 3	20
SECTION 4	20
SECTION 5	20
SECTION 6	20
SECTION 7	20
SECTION 8	20
SECTION 9	20
SECTION 10	20

SECTION 11: 20 12

SECTION 12: 20 12

OWNER OF RECORD

PLAT	121
PLAT	121
PLAT	121

REFERENCES

DEED	2019 02 28	121
DEED	2018 08 08	121
DEED	2018 08 08	121
DEED	2018 08 08	121
DEED	2018 08 08	121

This area is excluded from Premises; see Exhibit B-2

ZONING SUMMARY

PLANNING BOARD: BY PERMITS DIVISION - ZONE R

MIN. LOT AREA	100000 SQ. FT.
MIN. FRONT YIELD	20%
MIN. SIDE YIELD	10%
MIN. REAR YIELD	10%
MIN. FRONT SETBACK	20 FT.
MIN. SIDE SETBACK	10 FT.
MIN. REAR SETBACK	10 FT.
MIN. FRONT EASEMENT	10 FT.
MIN. SIDE EASEMENT	10 FT.
MIN. REAR EASEMENT	10 FT.

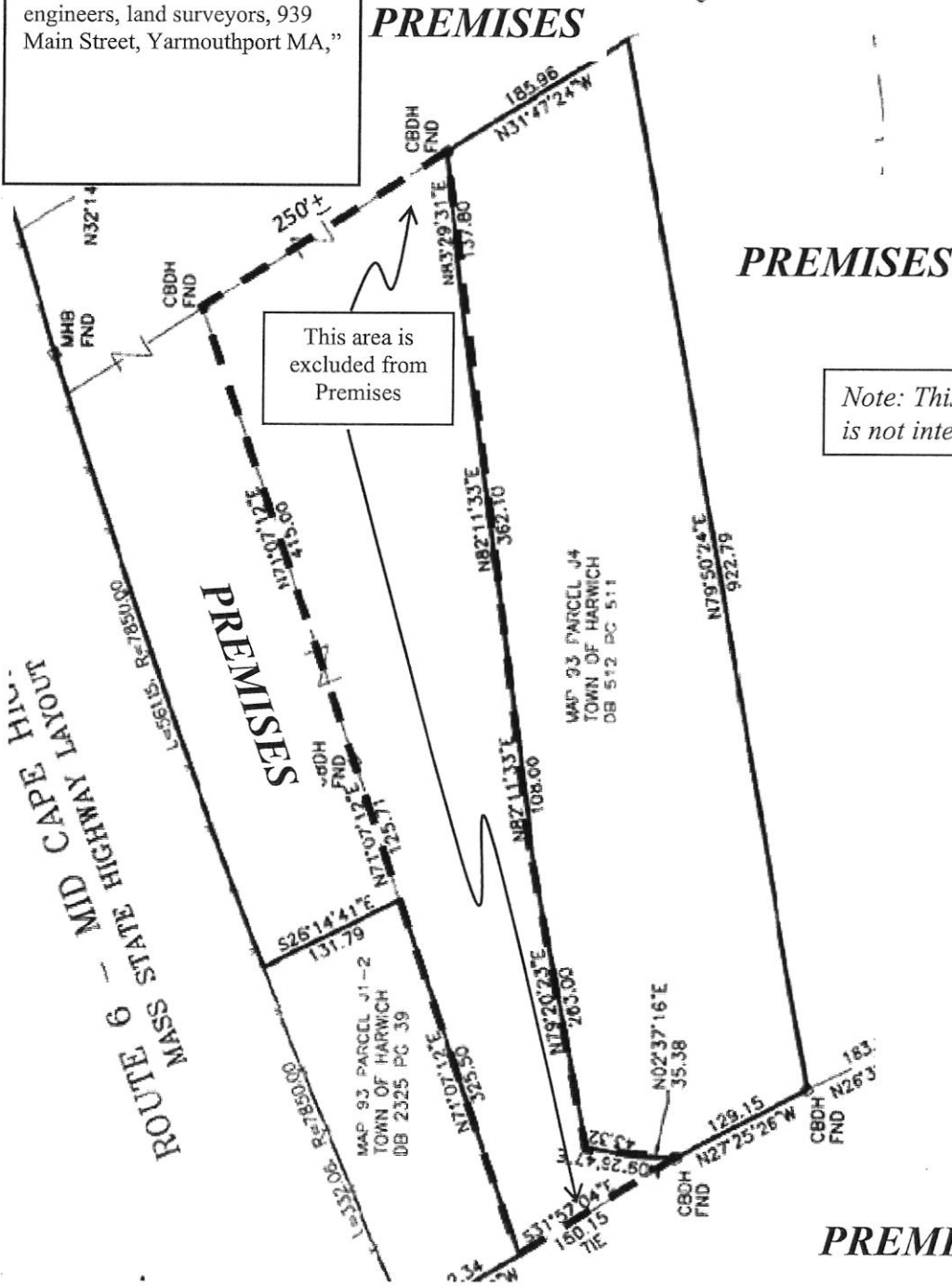
NOTES:

1. THE PLAN HAS BEEN PREPARED FOR THE PURPOSE OF RECORDING THE CONSERVATION RESTRICTION. IT IS NOT A SURVEY PLAN AND DOES NOT REPRESENT THE PROPERTY AS IT EXISTS OR AS IT MAY BE DEVELOPED. THE PROPERTY IS SUBJECT TO A CONSERVATION RESTRICTION.

EXHIBIT B-2

Sketch of Excerpt of Tract 1 (Lot 1 showing Area Excluded from Premises)

Excerpt of "Plan of Land off Spruce Street, Harwich, MA prepared for Peter Copelas, Date: May 20, 2022, Scale 1" = 100', down cape engineering, inc. civil engineers, land surveyors, 939 Main Street, Yarmouthport MA,"



This area is excluded from Premises

Note: This map is sketch and is not intended as a survey.

EXHIBIT C

Reduced Copy of Perimeter Plan for 8.48 acres of 67.1-acre Premises (to be recorded)

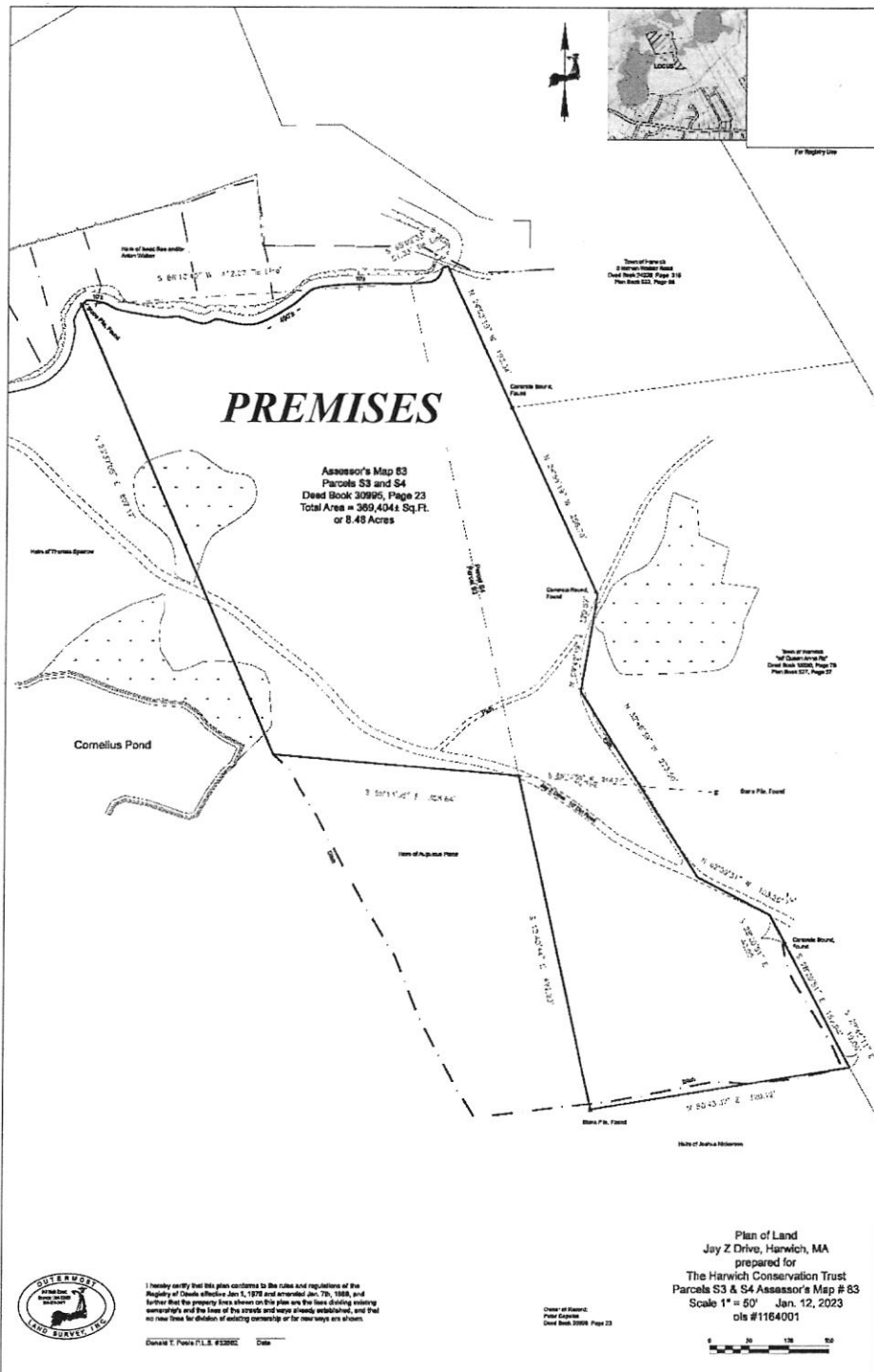
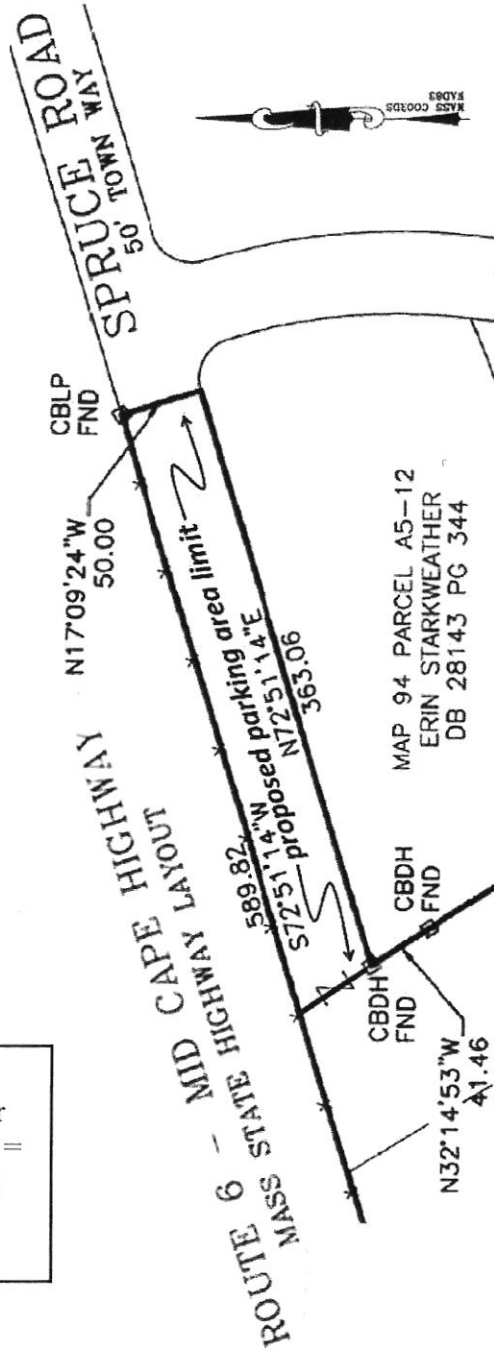


EXHIBIT D

Sketch Plan of Premises' Parking Area

Parking for public, passive use of the Premises is limited to lot 1 entrance, see section II.B.10, as is also shown below:



Excerpt of "Plan of Land off Spruce Street, Harwich, MA prepared for Peter Copelas, Date: May 20, 2022, Scale 1" = 100', down cape engineering, inc. civil engineers, land surveyors, 939 Main Street, Yarmouthport MA,"

PREMISES
(Lot 1)

EXHIBIT E
Attested Town Meeting Vote



Town of Harwich
TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk
Harwich Town Hall • 732 Main Street • Harwich, MA 02645
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 37 of the Annual Town Meeting held on May 2, 2022, and the vote passed thereunder.

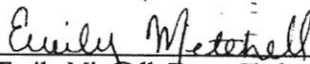
COMMUNITY PRESERVATION ACT – PURCHASE CONSERVATION RESTRICTION at the
SPRUCE WOODS PROJECT

ARTICLE 37: To see if the Town will vote to authorize the Conservation Commission, with the approval of the Board of Selectmen, to acquire by gift or purchase for water quality protection, conservation and passive recreation purposes pursuant to G.L. c. 40, §8C and G.L. c. 44B, a conservation restriction pursuant to G.L. c 184, §§31-33 on approximately 75 acres of undeveloped land off of Spruce Road, located within the Six Ponds District of Critical Planning Concern (DCPC), further described in the Town of Harwich/Real Estate and Open Space Committee's application to the Community Preservation Committee entitled Spruce Woods Project dated September 22, 2021, a copy of which is on file with the Town Clerk; and to appropriate \$604,486 from the FY2021 Certified Open Space Reserves, \$210,000 from the FY2023 Anticipated Revenues, and \$135,514.00 from FY2021 Certified Undesignated Fund Balance, for a total appropriation of \$950,000 to fund said acquisition; provided that any funds left unspent from this Article are to be returned to the Community Preservation Act Fund – Open Space Reserves; and further, to authorize the Board of Selectmen and the Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary or convenient on behalf of the Town to effect said acquisition; and to act fully thereon. By request of the Community Preservation Committee and the Open Space Committee. Estimated cost: \$950,000.

MOTION: Jonathan P. Chorey, Chair of the Finance Committee, made a motion to accept and adopt as printed and the sums of \$604,486 to be funded from the FY 2021 Certified Open Space Reserve, \$210,000 from the FY 2023 Anticipated Revenue, and \$135,514 from FY 2021 Certified Undesignated Fund Balance. Duly Seconded.

ACTION: The motion carried unanimously.

A True Copy, Attest:


Emily Mitchell, Town Clerk

SELECT BOARD
2023-2024 - Liaisons to Town Committees

May 2025	Michael D. MacAskill, Chairman	Ambulance Waiver Administrator Waterways Committee Real Estate and Open Space Water/Wastewater Commission Board of Health Agricultural Commission
May 2026	Donald F. Howell	Brooks Academy Museum Commission Conservation Commission Cemetery Commission Golf Committee Planning Board Housing Authority Historic District/Historic Commission
May 2026	Larry G. Ballantine Jeffrey Handler	Board of Appeals Accessibility Rights Committee Treasure Chest Volunteer Committee Council on Aging Library Trustees Community Preservation Committee Board of Assessors
May 2024	Mary E. Anderson, Clerk	Voter Information Committee Housing Committee Youth Services Committee Finance Committee Cultural Council Chamber of Commerce Capital Outlay Committee
May 2025	Julie E. Kavanagh	Monomoy Regional School Committee Bikeways Committee Traffic Safety Committee Harwich Energy & Climate Action Committee Recreation & Youth Commission Bylaw Charter Review Community Center Facilities Committee

**NON-UNION COMPENSATION PLAN
BY-LAW POSITIONS: FULL TIME MANAGMENT**

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M-9	<u>DPW Director</u>	123,843.28	126,860.44	130,022.19	133,306.78	136,620.43	140,005.89	143,498.52	147,066.05	150,723.05	154,472.66
M-8	<u>Water/ Wastewater Superintendent</u>	113,682.73	116,505.34	119,399.73	122,366.95	125,404.92	128,520.92	131,715.99	134,988.04	138,344.37	141,783.94
M-7	<u>Assistant Town Administrator; Deputy Police Chief; Library Director; Deputy Fire Chief</u>	104,356.59	106,946.14	109,600.20	112,321.89	115,113.28	117,970.22	120,901.03	123,903.62	126,982.17	130,136.66
M-6		95,803.46	98,178.69	100,616.35	103,112.27	105,668.53	108,294.50	110,979.77	113,733.71	116,557.36	119,452.79
M-5		87,621.75	89,812.30	92,057.60	94,359.04	96,718.02	99,135.97	101,614.37	104,154.73	106,758.60	109,427.56
M-4	<u>Personnel Director; Director of Cultural Affairs</u>	80,766.37	82,756.84	84,806.43	86,909.08	89,061.67	91,269.40	93,531.23	95,849.24	98,168.29	100,543.52
M-3	<u>Housing Advocate</u>	74,152.74	75,986.96	77,868.00	79,793.78	81,771.58	83,796.20	85,871.80	88,000.46	90,128.08	92,307.72
M-2		68,095.53	69,775.77	71,501.80	73,267.35	75,069.33	76,938.93	78,843.90	80,795.69	82,747.48	84,778.77
M-1	<u>Zoning Compliance Officer</u>	54,625.47	55,972.79	57,354.44	58,767.30	60,219.70	61,707.48	63,229.58	64,790.18	66,390.31	68,032.06

Town of Harwich, Massachusetts

Position Title: Zoning Compliance Officer

Department: Building

Personnel Bylaw: M1

Statement of Duties

Serves as the Code Compliance Officer for the Town. Provides enforcement of the Harwich Zoning Bylaws. Also serves as the ADA Compliance Officer for the Town in enforcement and implementation of the Americans with Disabilities Act and Massachusetts Architectural Access Board Regulations.

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. Interprets zoning bylaw to builders, contractors, developers, architects and others and advises them on proper procedures to follow.
2. Reviews site plan and special permit applications to confirm complete submission.
3. Reviews building permit applications for zoning compliance.
4. Makes on-site inspections of projects that received special permits from the Planning Board and the Zoning Board of Appeals to assure compliance with conditions of approval.
5. Investigates complaints related to zoning compliance or special permit compliance.
6. Enforces zoning laws through proper enforcement actions.
7. Directly corresponds with and appears on as need bases before the Zoning Board of Appeals.
8. Provides day to day support to the Zoning Board of Appeals through technical assistance.
9. Review all sign permit applications and confirm compliance prior to issuing permit.
10. Identifies areas of nonconformance throughout the Town and assists in the development of remedial plans and bylaws.
11. Prepare annual reports that summarize the Planning Board and ZBA project approvals.
12. May perform other related duties of the class, as required.

Supervision

Works under the general director of the Building Commissioner. Works independently in accordance with municipal policies and objectives; questions are referred to the supervisor only when clarification of policies and priorities is needed; assumes direct accountability for results. Complex and technical duties require the exercise of considerable judgement in the application and interpretation of the Town zoning bylaw, ADA, AAB, and other statutes and regulations.

Town of Harwich, Massachusetts

Recommended Minimum Qualifications

Education and Experience

A candidate for this class of position should have an Associate Degree from an accredited institution in construction or design of buildings, planning or related field. Three to five years of experience in inspectional or compliance related work, preferably in local or regional government; or an equivalent combination of education and experience.

Knowledge, Skills and Abilities

A candidate for this position should have:

- Considerable knowledge of municipal zoning bylaws;
- Experience working with the public and construction professionals;
- Knowledge of legal procedures relating to enforcement of applicable codes;
- Ability to read, understand and interpret technical documents, such as: blueprints, plans and technical specifications;
- Ability to make on-site inspections of construction, renovations and alterations and make judgments on compliance/non-compliance with applicable codes;
- Must be highly organized, able to work independently and to interact effectively with other officials, agencies and employees;
- Ability to communicate effectively with others, both orally and in writing, and
- Skill in using tact and diplomacy in dealing with others.

Certifications and Licenses

Must have a valid Class D Massachusetts motor vehicle operator's license.

Tools and Equipment Used

Equipment operated includes Computers, software, photography equipment, measuring instruments, calculator, vehicle and other general office equipment.

Physical Demands

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.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl; talk, see or hear. The employee must occasionally lift and/or move up to 25 pounds. Frequent light-to-moderate physical effort required while performing fieldwork; access all levels of a construction site and traverse rough or uneven terrain; must be able to distinguish colors and judge distance and spatial relationships.

Town of Harwich, Massachusetts

Work Environment

The work environment characteristics 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.

Work involves a great deal of travel within the community, where the Incumbent is expected to visit construction sites, tread over rough terrain and in unfinished buildings and structures for inspection purposes. Safety hazards exist, especially in unfinished structures, and precautions must be taken. Inspection takes place in all types of weather.

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.



NEW OR AMENDED ENTERTAINMENT LICENSE APPLICATION - SUNDAY

An application for entertainment regulated by Massachusetts General Law Chapter 140, Section 183A

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

- Entertainment starting prior to 1PM (\$175)
- Entertainment starting after 1PM (\$85)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Juke Box (\$100 each)
- Video Games (\$100 each)

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date 9/9/2023

2nd Sundays of month
Sep - June

Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:

Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Section III - Applicant Information

Business Name Harwich Antique Center Phone 508 432 9220

Business Address 10 Route 28 W. Harwich, MA

Mailing Address POB 11 Harwich Port MA

Owners Name & Address Peter van Eselslyn
Steele Ave

Email Address _____

Manager Name & Address Peter van Eselslyn

Days/Hours of Business Operation M-Sa, 10-5
Su, 11-5

Section IV – Entertainment Type (Check all appropriate boxes)

Group 1 Jukebox, Radio, Television

Group 2 Dancing by Patrons

Group 3 Dancing by Live Performers, Live/Recorded Music, Amplification System
*If having live or recorded music, please state below exactly what kind (DJ, Band, etc.)

Group 4 Moving Pictures, Plays, Floor Shows, Light Shows, Theatre Shows

Section V – Additional information

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)
5-9
- Location of entertainment (Inside and/or outside)
inside
- Specific days if not applying for Monday through Saturday
Sunday
- Please use the area below to outline any additional information for the Local Licensing Authority

Low volume, small sound system mostly single performers at any given time

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

Yes No

- If you checked yes on the question above, please obtain an Entertainment Appendix from staff

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law

[Signature] Managing Artist
Signature of authorized officer & title Federal I.D. #

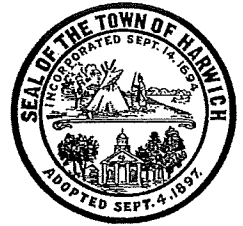
REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

[Signature] Building Commissioner [Signature] Board of Health [Signature] Fire Department [Signature] Police

Staff Comments: _____

Required signatures to be obtained by the applicant prior to submission of new applications. Food events require a permit - permits must be applied for 30 days prior to event w/BOH



732 MAIN STREET, HARWICH, MA 02645

NEW OR AMENDED ENTERTAINMENT LICENSE - WEEKDAY

An application for entertainment regulated by Massachusetts General Law Chapter 140, Section 183A

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

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

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date MAY 15, 2023

Section III - Applicant Information

Business Name MAD MENOW B&B + RESTAURANT Phone 774 209-3977

Business Address 554 RT 2B HARWICH POINT MA 02646

Mailing Address " " " "

Owners Name & Address TONY GUILLOTI

Email Address _____

Manager Name & Address _____

Days/Hours of Business Operation 7 DAYS A WEEK 4:00 PM - 12:00 PM

Section IV - Entertainment Type (Check all appropriate boxes)

- Group 1 Jukebox, Radio, Television
- Group 2 Dancing by Patrons
- Group 3 Dancing by Live Performers, Live/Recorded Music, Amplification System
*If having live or recorded music, please state below exactly what kind (DJ, Band, etc.)
- Group 4 Moving Pictures, Plays, Floor Shows, Light Shows, Theatre Shows

1 TO 2 PEOPLE PLAYING + SINGING

Section V – Additional information

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)
4pm - 10pm
- Location of entertainment (Inside and/or outside)
OUTSIDE
- Specific days if not applying for Monday through Saturday
- Please use the area below to outline any additional information for the Local Licensing Authority
MUSIC WILL BE OUTSIDE UNDERNEATH OUR TENT FACING THE RESTAURANT.

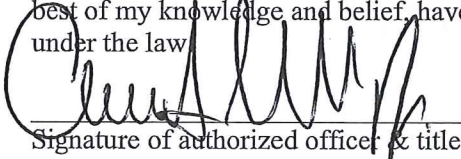
Section VI

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

Yes No

- **If you checked yes on the question above, please obtain an Entertainment Appendix from staff**

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law

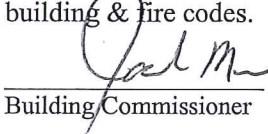


Signature of authorized officer & title

Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.


Building Commissioner
Board of Health
Fire Department
Police

Staff Comments: _____

Required signatures to be obtained by the applicant prior to submission of new applications.



NEW OR AMENDED ENTERTAINMENT LICENSE APPLICATION - SUNDAY

An application for entertainment regulated by Massachusetts General Law Chapter 140, Section 183A

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

- Entertainment starting prior to 1PM (\$175)
- Entertainment starting after 1PM (\$85)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Juke Box (\$100 each)
- Video Games (\$100 each)

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date MAY 15 2023

Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:

Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday after 1:00 p.m. - \$50
- Entertainment starting on Sunday prior to 1:00 p.m. - \$100.

Section III - Applicant Information

Business Name MAD MINNOW BAIT + KETCHER Phone 774 209-3977

Business Address 554 RT 28 HARWICH POINT MA 02646

Mailing Address " " " " "

Owners Name & Address TONY GUILLOTTE

Email Address [Signature]

Manager Name & Address [Signature]

Days/Hours of Business Operation 7 DAYS A WEEK 4:00PM-12:00PM

Section IV – Entertainment Type (Check all appropriate boxes)

Group 1 Jukebox, Radio, Television

Group 2 Dancing by Patrons

Group 3 Dancing by Live Performers, Live/Recorded Music, Amplification System

*If having live or recorded music, please state below exactly what kind (DJ, Band, etc.)

Group 4 Moving Pictures, Plays, Floor Shows, Light Shows, Theatre Shows

Section V – Additional information

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)

4PM - 10PM

- Location of entertainment (Inside and/or outside)

OUTSIDE

- Specific days if not applying for Monday through Saturday

SUNDAY

- Please use the area below to outline any additional information for the Local Licensing Authority

MUSIC WILL BE OUTSIDE UNDERNEATH OUR TENT
FACING THE RESTAURANT

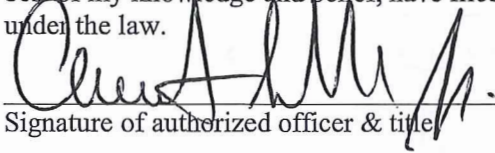
Section VI

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

Yes No

- If you checked yes on the question above, please obtain an Entertainment Appendix from staff

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

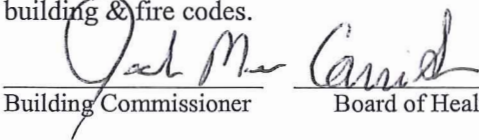


Signature of authorized officer & title

Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.


Building Commissioner

Board of Health


Fire Department


Police

Staff Comments: _____

Required signatures to be obtained by the applicant prior to submission of new applications.

Year	#	Description	Amount	Follow-up Action	Department	Primary Owner
2023	22	CPC - Land Bank Debt	166,650.00	Appropriation	ACCOUNTING	Barrette, K.
2023	46	Revolving Fund Authorizations	0.00	Confirmation	ACCOUNTING	Barrette, K.
2023	49	Transfer Free Cash To Stabilization Funds	1,200,000.00	Confirmation	ACCOUNTING	Barrette, K.
2023	50	Fund Prior Year's Unpaid Bills	10,696.00	Appropriation	ACCOUNTING	Barrette, K.
2018	55	Judah Eldredge Property Acquisition	369,000.00	Procurement	ADMINISTRATION	Eldredge, M.
2020	31	Update Historic Property Inventory	34,500.00		ADMINISTRATION	Eldredge, M.
2021	15	MS4 Updates	181,261.00		ADMINISTRATION	Eldredge, M.
2022	19	Stormwater EPA MS4 Compliance	100,000.00		ADMINISTRATION	Eldredge, M.
2022	39	Fund Land Research For Assessing Purposes	500,000.00	Procurement	ASSESSING	McAleer, G.
2023	54	Reaffirm And Extend Mgl, C. 59, §5, Clause 56	0.00	Notification	ASSESSING	McAleer, G.
2023	4	Fill new personnel requisitions		Personnel	BUILDING	Mee, J.
2020	18	Memorial Tree	20,000.00	Procurement	CEMETERY	Kelley, R.
2022	31	East Harwich Union Cemetery Gravestone Preservation	118,800.00	Procurement	CEMETERY	Kelley, R.
2023	28	War Memorials Project	256,283.00	Procurement	CEMETERY	Kelley, R.
2023	41	Accept Cemetery Regulations	0.00	Notification	CEMETERY	Kelley, R.
2020	19	Playback Server	20,570.00	Procurement	CHANNEL 18	Goodwin, J.
2020	20	Hearing Room Improvements	97,000.00	Procurement	CHANNEL 18	Goodwin, J.
2021	22	Hearing Room Improvements	99,254.00	Procurement	CHANNEL 18	Goodwin, J.
2022	15	Channel 18 Studio Equipment	45,815.00	Procurement	CHANNEL 18	Goodwin, J.
2023	9	Cable & Peg Access	157,037.00	Procurement	CHANNEL 18	Goodwin, J.
2023	10	Items Funded From The Cable Fund	47,222.00	Procurement	CHANNEL 18	Goodwin, J.
2023	4	Fill new personnel requisitions		Personnel	COMMUNITY CENTER	Carey, C.
2018	57	Hinckley Pond Remediation/Improvements	70,700.00	Procurement	CONSERVATION	Usowski, A.
2023	4	Fill new personnel requisition (shared w/Building)		Personnel	CONSERVATION	Usowski, A.
2023	44	Acquire By Donation Land At 70 Forest St	5,000.00	Procurement	CONSERVATION	Usowski, A.
2023	48	Supplemental Appropriation Judah Eldredge	400,000.00	Procurement	CONSERVATION	Usowski, A.
2023	12	Fund Family Preschool Support Program	250,000.00	Procurement	COUNCIL ON AGING	Witas, J.
2023	16-13	204 Sisson Road (Culture)	1,982,427.00	Procurement	CULTURAL AFFAIRS	Mewhinney, K.
2018	24	Fire Station 2	249,612.00		FIRE DEPARTMENT	LeBlanc, D.
2023	4	Fill new personnel requisitions		Personnel	FIRE DEPARTMENT	LeBlanc, D.
2023	16-2	Engines/Other Fire Equipped Vehicles	350,000.00	Procurement	FIRE DEPARTMENT	LeBlanc, D.
2023	16-3	Equipment Replacements	36,580.00	Procurement	FIRE DEPARTMENT	LeBlanc, D.
2017	18	Golf Cart Barn			GOLF	Greer, R.
2016	11	Facility Maintenance Fund-Harbor	81,627.00		HARBOR	Rendon, J.
2017	19	Round Cove Boat Ramp	147,074.00		HARBOR	Rendon, J.
2017	20	Saquatucket Harbor	69,704.00		HARBOR	Rendon, J.
2019	12	Facility Maintenance Fund - Allen Harbor Jetty	106,682.00		HARBOR	Rendon, J.
2019	12	Wixon Dock Improvements	70,000.00		HARBOR	Rendon, J.
2023	16-4	Wixon Landing Improvements	30,000.00	Procurement	HARBOR	Rendon, J.
2023	14	Opioid Settlement Distributions - Fy 2023	60,000	Appropriation	HEALTH	O'Neill, K.
2018	47	70 Willow Street Clear Title And Revise Boundary Lines	0.00		HOUSING ADVOCACY	POWELL, B.
2021	12	Acquire Parcel Located Off Pleasant Lake Ave, Assessors Map 82, Lot R5	170,000.00		HOUSING ADVOCACY	POWELL, B.
2022	2	Acquire 62 Rte 28	1.00		HOUSING ADVOCACY	POWELL, B.
2023	25	CPC- Affordable Housing Trust	500,000.00	Procurement	HOUSING ADVOCACY	POWELL, B.
2023	16-5	Technology Reinvestment	387,000.00	Procurement	INFORMATION TECH	Eaton, S.
2023	13	Fund Technology Enhancements	25,000.00	Procurement	LIBRARY	Hewitt, G.
2023	34	CPC - Skinequit Pond Remediation	92,000.00	Procurement	NATURAL RESOURCES	Rendon, J.*
2022	18	Replacement Of Bullet Resistant Vests	49,200.00		POLICE DEPARTMENT	Guillemette, D.
2023	16-6	Equipment Replacements	64,115.00	Procurement	POLICE DEPARTMENT	Guillemette, D.
2023	16-7	Police Cruisers	183,000.00	Procurement	POLICE DEPARTMENT	Guillemette, D.
2023	16-8	Technology Replacements	20,000.00	Procurement	POLICE DEPARTMENT	Guillemette, D.
2013	31	Library Bldg Maint	25,000.00		PUBLIC WORKS	Hooper, L.
2014	23	Brooks Library Carpet	4,000.00		PUBLIC WORKS	Hooper, L.
2016		Route 39/Chatham Rd Intersection Project			PUBLIC WORKS	Hooper, L.
2018	9	Albro House/Brooks Academy Boilers	21,902.00		PUBLIC WORKS	Hooper, L.
2018	10	Comm Center And Town Hall Carpet Replacement	130,000.00		PUBLIC WORKS	Hooper, L.
2018	10	Update Town's Hvac At Town Hall, Comm Center, Fire Station One, Pd	141,659.00		PUBLIC WORKS	Hooper, L.
2019	11	Harwich Center Ada Sidewalk Project	30,000.00		PUBLIC WORKS	Hooper, L.
2019	12	Brooks Library Sidewalk Repair	90,000.00		PUBLIC WORKS	Hooper, L.
2021	13	Ada Sidewalks Harwich Center	50,000.00		PUBLIC WORKS	Hooper, L.
2021	16	Brooks Library Roof Replacement	148,500.00		PUBLIC WORKS	Hooper, L.
2023	4	Fill new personnel requisitions		Personnel	PUBLIC WORKS	Hooper, L.
2023	18	Capital Outlay - Funded By Chapter 90 Funds	700,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	27	CPC- Brooks Academy Preservation	640,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	30	CPC - Oak Street Bike Path Lighting	13,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	43	Dispose Surplus Property At 276 Queen Anne Rd	10,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	47	Supplemental Appropriation Brooks Academy	475,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-1	Beautify The Villages Of Harwich	50,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-10	Road Maintenance/Improvements (See Art. 18)	700,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-11	Vehicle Replacements	515,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-12	100 Oak Street (Community Center)	145,500.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-14	273 Queen Anne Road (Transfer Station)	157,300.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-15	Ada Compliance Requirements	121,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-16	739 Main Street (Brooks Free Library)	90,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2023	16-9	Equipment Replacements	75,000.00	Procurement	PUBLIC WORKS	Hooper, L.
2019	43	Sand Pond Restroom Project	123,000.00		RECREATION	Beebe, E.
2021	29	Senior Memorial Field Fencing	40,181.00		RECREATION	Beebe, E.

2022	36	Brooks Park Pickleball/Basketball Court	245,500.00		RECREATION	Beebe, E.
2023	31	Senior Softball Fields Restroom	150,000.00	Procurement	RECREATION	Beebe, E.
2023	32	Brooks Park Tennis Court/Pickleball	110,000.00	Procurement	RECREATION	Beebe, E.
2023	33	Sand Pond Restroom Project	35,000.00	Procurement	RECREATION	Beebe, E.
2023	60	Petitioned Article - Intermunicipal Agreement Or Lease	0.00	Negotiation	SELECT BOARD	MacAskill, M.
2022	20	New Voting Tabulator Equipment	75,000.00	Procurement	TOWN CLERK	Mitchell, E.
2023	35	Accept Mgl, C.41, §110a	0	Submittal	TOWN CLERK	Mitchell, E.
2023	36	Amend General Bylaw Ch. 300 Water (Fines)	0	Submittal	TOWN CLERK	Mitchell, E.
2023	37	Amend ZBL ADU	0	Submittal	TOWN CLERK	Mitchell, E.
2023	38	Amend ZBL Flood Plain	0	Submittal	TOWN CLERK	Mitchell, E.
2023	39	Amend ZBL Solar Photovoltaic	0	Submittal	TOWN CLERK	Mitchell, E.
2023	55	Petitioned Article - Prohibit Balloons	0	Submittal	TOWN CLERK	Mitchell, E.
2023	56	Petitioned Article - Plastic Reduction	0	Submittal	TOWN CLERK	Mitchell, E.
2023	51	Defray Costs Of Chase & Harwich Port Libs	20,000	Appropriation	TREASURER	Clark-McLeay, B.
2023	52	Promote The Town Of Harwich	50,000	Appropriation	TREASURER	Clark-McLeay, B.
2023	53	Support Local Cultural Council	4,000	Appropriation	TREASURER	Clark-McLeay, B.
2017	12	Cold Brook Project	1,771,653.00		WASTEWATER	Pelletier, D.
2022	1	Aquire Property Ww Proj	105,000.00		WASTEWATER	Pelletier, D.
2023	19	Capital Outlay - Route 28 Sewer Installation	6,500,000	Procurement	WASTEWATER	Pelletier, D.
2023	21	Capital Outlay - E. Harwich Ww Expansion	50,000,000	Procurement	WASTEWATER	Pelletier, D.
2023	42	Acquire Easement At 129 Route 28	10,000	Procurement	WASTEWATER	Pelletier, D.
2023	17	Capital Outlay - Funded By Retained Earnings	775,000	Procurement	WATER	Pelletier, D.
2023	20	Capital Outlay - Rt. 28 Watermain Replace.	17,500,000	Procurement	WATER	Pelletier, D.

CONTRACTS



May 30, 2023

Department of Energy Resources
Green Communities Program – Lisa Sullivan
C/O MassDEP
20 Riverside Drive
Lakeville, MA 02347

Re: User Authorization – MassEnergyInsight

To Whom It May Concern:

I, Mary Anderson, as the chief appointed official for the Town of Harwich, hereby authorize the following individuals to have full access to the energy data of the Town of Harwich that is included in the Massachusetts Department of Energy Resources MassEnergyInsight energy reporting system.

Name: Laura Selmer
Title: Energy Efficiency Analyst
Organization: Cape Light Compact
Email: laura.selmer@capelightcompact.org

Thank you,

Mary Anderson, Chair of Select Board

MASSACHUSETTS DEPARTMENT OF ENERGY RESOURCES

REGIONAL ENERGY PLANNING ASSISTANCE GRANT FOR 2023-2024

MEMORANDUM OF UNDERSTANDING BETWEEN

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

PREPARE TO BECOME A GREEN COMMUNITY

(MAXIMUM \$7,500 PER MUNICIPALITY FOR THIS GROUP OF ACTIVITIES 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 to existing by-laws as needed.
- Criterion #3 – Set up, review and enter data into Mass Energy Insight (MEI). 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 \$4,000 PER MUNICIPALITY PER YEAR FOR THIS GROUP OF ACTIVITIES)

- ✓ Assist with grant application preparation – up to \$1,750 per municipality per year.
- ✓ Assist with Annual Report preparation – up to \$1,750 per municipality per year. (Includes one in person or virtual meeting with Town’s Executive Board to present annual report information).
- Assist with incorporating **regional school districts** into existing communities’ energy baselines and reduction plans for the purpose of participating in the Green Communities program – up to \$1,500 per municipality (single award only).

REGIONAL CLEAN ENERGY PLANNING/PROJECT SUPPORT

(MAXIMUM AWARD \$50,000 FOR THIS GROUP OF ACTIVITIES)

- **Capacity building** – convening **training events or workshops** that facilitate peer-to-peer learning and exchanges
- **Coordinate multi-town efforts** (e.g., alternative-fuel fleet deployment, HeatSmart/Solarize type campaigns, etc.). Projects that prioritize working with partners to engage with difficult to reach disadvantaged populations are highly encouraged.

CLEAN ENERGY PLANNING ASSISTANCE – TASKS TO BE COMPLETED BY THE LOCAL PLANNING AGENCY

- Developing a **municipal buildings & operations decarbonization baseline and roadmap**- up to \$10,000 per municipality
- Preparing a **community-wide plan for reducing greenhouse gas emissions**, includes preliminary scoping work, stakeholder engagement, community workshops, and the drafting of a scope work for the full plan - up to \$5,000 per municipality

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 town owned/leased vehicle lists (for reporting purposes) and access to any new vehicle policies,
- Access to invoices and paid receipts for approved projects (to assist with reporting and reimbursement for the Town),
- Access and authorization for Mass Energy Insight on behalf of the Town,
- Access to fuel bills (propane, oil, diesel and gasoline) for reporting purposes,
- Access to any renewable energy data that may affect building usage (i.e. behind the meter solar), and
- Access to data on permits for as-of-right siting.
- If applicable, assistance with scheduling an in-person or virtual meeting to present annual report results

SUPPORT JUSTIFICATION

- While the Town has a commitment to Green Communities, staff are often required to attend to multiple (and competing) 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 conflicting priorities.
- Assistance from a regional agency can provide cost and administrative efficiencies for all of the Towns that work toward similar goals.
- With assistance, the Town can maximize its resources and continue to work on energy reductions and Green Communities priorities.

TOWN'S POINT OF CONTACT:

SIGNATURES

Signed: _____
Margaret Downey, Compact Administrator

Date: _____

Signed: _____

Date: _____

Mary Anderson, Chair of Select Board, 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 Select Board.



Memo

To: Meggan Eldredge, Assistant Town Administrator

From: Kara Mewhinney, Director of Cultural Affairs

Date: June 7, 2023

RE: 204 Sisson License Agreements

Meggan,

I am pleased to provide the next round of License Agreements ready for signature from the Board. Once these are complete we have a total of 3 remaining to be signed by the tenant to occupy before we can provide those to the Board.

- A-02 John Bonnani/Cape Cod Poetry Review
- A-05 David Cravenho
- 102 Mitzi Bramble
- 105 Sharon DiGennaro/Wildflower Studio
- 113 Whitney Heavey
- 202B Christine (CJ) Conrad
- 203 Nettie (Annette) Berkeley/ Nettie B By the Sea
- 206A Patricia Thomas
- 209B Cindy Ennes
- 211 Adele Scott Design Studio

Thank you for your assistance.

Best,

Kara Mewhinney

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with Kirkwood

Date: June 2, 2023

Our previous bill printing and mailing contract with OSG was terminated due to performance issues and an overall incompatibility. Working within MGL Ch 30B, a new request for written quotes was issued to five businesses that offer this services. We received 3 quotes and evaluated them using the scope of work requested.

Kirkwood Direct was selected for a one year contract. Funding for this service is provided by the operating budgets of the Treasurer/Collector's office and the Water/Wastewater Department.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Clark MacLeay DEPARTMENT: Treasurer/Collector

FUNDING SOURCE: operating budget of T/C and Water Department

Appropriated amount: \$50,000.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

MGL 30b supplies and services

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

bill printing and mailing services for real estate, personal property, water/sewer, motor vehicle excise etc.
one year contract.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # 13204502
530875
534300

Approved to proceed: Town Administrator or Designee: Meldy

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and Kirkwood Direct with an address of 904 Main Street, Wilmington, MA 01887 hereinafter referred to as "Contractor", effective as of the 1st day of June, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Bill Printing and Mailing Services including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above according to the fee schedule attached as Attachment B. Total contract amount is not to exceed \$50,000. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

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

purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

20-8034162

Social Security Number or
Federal Identification Number

DocuSigned by:

Karen Aloia

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Karen Aloia Kirkwood Direct
2B12C0149CD8451...
Karen Aloia Director of Municipal Accounts
Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Megan Green (\$ not to exceed \$50,000.00)
Finance Director Contract Sum

DocuSigned by:
Joseph F. Powers
Town Administrator

Account 011452/530900

ATTACHMENT A
Town of Harwich Bill Printing and Mailing Services
Project Description
Scope of Work

The Town expects the Vendor to provide the following services:

1. Vendor must accept a data file transmission from the Town, the Town uses the software provider Munis version 2021.8.5 or latest version.
2. Vendor must provide PDF documents to the Towns' Online payment Vendor as they require to allow for the bills to appear on the online bill payment vendor's website.
3. Vendor must receive a file from the Towns' Online payment vendor and, based on that file, suppress the printing of bills based on a request to do this from the Bill Pay customer.
4. Vendor must provide bill proofs to the Towns prior to each billing, demand and warrant printing allowing ample time to meet mailing deadlines.
5. Vendor must provide #10 Outbound envelope, two (2) #9 Courtesy Reply envelopes, 8.5" x11 Invoice microperforated at remittance stub.
6. Vendor must be able to laser print invoice on 8.5" x 11" sheet of paper (with color-coded stripe or print to distinguish each type of invoice, micro-perforated at remittance stub with OCR-A scan line for both the Customer and Towns copies since the customer does not always provide the correct coupon.).
7. Invoice and two (2) return address envelopes #9 must be included in the mailing sent to the customer.
8. Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan for ensuring the data, printing, and mailing is error-free. No poor quality outputs or reprinting must be done.
9. Vendor must produce and deliver mail to the USPS and mail must be postmarked by required mail date(s).
10. Vendor must mail via presorted First Class mail to maximize postal discounts.
11. Affidavit of mailing is required and should be mailed directly to the Treasurer in a timely manner.
12. Vendor must provide a description of printing and mailing equipment used and explain how redundancy is achieved in the event of equipment failure at the facility.

13. CASS Certification must be run to get the best bulk mailing rates.
14. Issues with CASS certification errors for the address for the bills must be provided to the Town so that the Town can correct its address information.
15. Vendor must prepay for postage on Town's behalf and bill the Town for actual postage used on a monthly basis.
16. Access and training on the latest tools available to printer, including but not limited to mail delivery verification, CASS, Forwarding, and other tools currently available and may become available in the future.
17. Continue to provide information on changes to the bill print State requirements, and advice on how the Town can adhere to State requirements.
18. Continuously provide best practice information learned from other communities.
19. Immediately change the envelopes to allow the Post Office to forward mail to Tax and Utility billing customers. The address on the bill should not be changed.
20. For each mailing, provide statistics on the combination of the same bill type where the name and mailing address are the same and the documents are stuffed in the same envelope. Please also provide Statistics on when the Personal Property tax bills are stuffed in an envelope together with a Real Estate tax bill. Provide a list of Personal Property tax bills that were not stuffed into the same envelope with a Real Estate bill. Most often this will occur with commercial businesses.
21. Help resolve with the Post Office street name issues for the Town addresses that are not properly recognized in CASS databases.
22. Invoices must be printed on recycled or sustainably certified paper.
23. Specify the method to make modifications to the bill formats, the lead time required and cost, if any.

Other options that can be provided to the Town to be evaluated:

1. Ability to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately and delivered to the USPS at the same time as all other bills are delivered.
2. Other ways to save the Towns money or time.

Additional Information:

Please Note that the Estimated Quantities listed in the Bid Form are for original billing only.

Estimated quantities of annual bills by type is as follows:

o	Real Estate	22,000
o	Real Estate Demands	600
o	Personal Property	9,000
o	Personal Property Demands	300
o	Motor Vehicle Excise	20,000
o	Motor Vehicle Demands	2,500
o	Water/sewer-all bill types	42,000

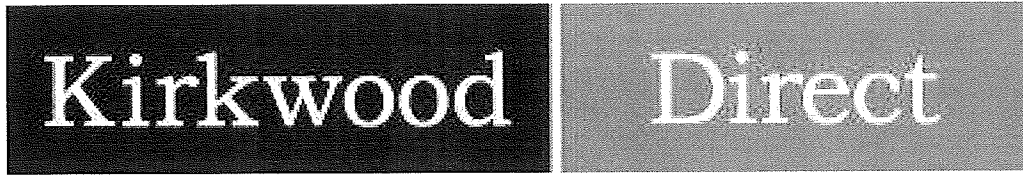
Pricing: In its quotation, the vendor will include the following elements:

- All costs (excluding postage) for printing and stuffing of bills into envelopes. Return envelopes shall be included in the total price for the work; a price per piece shall be included.
- A separate cost for printing and stuffing of 1/3 page single or double sided bill inserts.
- Initial setup cost(s) for a new client, if any.
- Cost/price structure for changes to the bill language, format and envelopes.
- Any cost for producing and forwarding pdf files of bills for Town's online payment vendor.
- Any cost of Town's import or export file specification change due to a change in Town's software or online payment vendor's software.

Deliverables: In its quotation narrative, the vendor will include the following turnaround times:

- Implementation time for onboarding and completion of initial bill formatting
- Specify the number of business days required in advance of a mailing date for submission of data files.
- turnaround time for changes to the bill language, format and envelopes.

ATTACHMENT B-PRICE PROPOSAL



904 Main Street – Wilmington MA - 01887

Town of Harwich Bill Print and Mail Proposal

Submitted by: *Karen Aloia; Director of Municipal Accounts*
Date: *March 21, 2023*

Product: **Printing, Folding, Inserting, Sealing, Metering and Mailing of the Town of Harwich tax bills**

REAL ESTATE – 22,000 annually - .31

-8.5x11, perforated white paper, black ink, printed two sides, inserted into a #10 double window, with two return envelopes

REAL ESTATE DEMANDS – 600 annually - .28

-8.5x11, perforated blue paper, black ink, printed two sides, inserted into a #10 double window, with one return envelope

PERSONAL PROPERTY – 9,000 annually - .31

-8.5x11, perforated blue paper, black ink, printed two sides, inserted into a #10 double window, with two return envelopes

PERSONAL PROPERTY DEMANDS – 300 annually - .28

-8.5x11, perforated blue paper, black ink, printed two sides, inserted into a #10 double window, with one return envelope

MOTOR VEHICLE EXCISE – 20,000 annually - .28

-8.5x11, perforated blue paper, black ink, printed two sides, inserted into a #10 double window, with one return envelope

MOTOR VEHICLE DEMANDS – 20,000 annually - .28

-8.5x11, perforated blue paper, black ink, printed two sides, inserted into a #10 double window, with one return envelope

WATER SEWER – 42,000 annually - .365

-8.5x11, perforated **white** paper, 2 colors printed two sides, inserted into a #10 double window, with one return envelope

Enclosures: Priced upon request
Postage Will be billed at the lowest applicable rate.
Multiple bills going to the same address will be combined and mailed into one envelope for postage savings.

Pricing Includes: Setup, Programming, Printing, Proofing, Stuffing, Materials, Proofing

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature before Wednesday morning** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) below \$75,000 can be signed by Town Administrator.

- 1. Please provide a separate page titled "Summary of Project" which includes:
a. Provide how many bidders there were, the range of bids, and apparent low bidder.
b. Identify the funding source, such as article number and amount approved.
c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
2. Finance Director has signed that funds are available: 13204502/530875, 534300 Account
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains various checklist items (C1-C7, GS1-GS4) with checkboxes and sub-points.

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

Signature of Town Administrator or Assistant Town Administrator: [Signature]

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

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039


732 MAIN STREET, HARWICH, MA 02645



Memo

To: Joseph F. Powers, Town Administrator

CC: Brianna Powell, Housing Advocate

From: Meggan Eldredge, Assistant Town Administrator 

RE: 62 Route 28, West Harwich

Date: June 6, 2023

As part of the eminent domain taking approved at the Special Town Meeting in October of 2022, Title research has been conducted and a Request for Proposals is being developed.

The attached contract is for appraisal services for the property located at 62 Route 28 in West Harwich, also known as the West Harwich Baptist Church. This contract was obtained by conducting a request for quotes under MGL C.30B for supplies and services. One quote was received from Cape Cod Appraisal Services, Inc. in the amount of \$5,600. The timeframe provided by the appraisal company for completion is three to four months.

On May 3, 2023 Town Counsel advised that a survey be done on the property to determine the bounds. Brianna is drafting a RFQ for that work.

Advice from Counsel suggests that an RFP can be completed prior to obtaining legal title to the property through eminent domain taking. The appraisal and survey can be conducted separately from the RFP process.

Next steps on the project include the issuance of the RFP and notification of award. The Town will then negotiate a purchase and sale agreement and a land development agreement. As part of these agreements, the Town should seek reimbursement for all costs associated with the project.

This project has been assigned to Brianna Powell. I will assist her with any and all aspects of the project to ensure that it continues momentum through the process.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Brianna Powell DEPARTMENT: Housing

FUNDING SOURCE: Administration operating budget 011492/530900

Appropriated amount: \$5,600.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

RFQ under 30B

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

The Town of Harwich seeks a real estate appraisal professional to provide property appraisal services to assist with the sale of the Town owned property located at 62 Route 28 in West Harwich, Massachusetts. It is the intent of the RFQ to have the successful appraisal company enter into a Professional Services Contract with the Town of Harwich to supply property appraisal services as outlined herein. The property consists of approximately 67,954 square feet of land with a building thereon containing approximately 4,136 square feet. The property is located at 62 Route 28 and is shown on Assessor' s map 10, Parcel G2. The building has historically been known as the Harwich First Baptist Church. The parsonage and adjacent cemetery are not included in this request for services.

Funds to come from Administratin budget. costs associated with this acquisition will be reimbursed by buyer.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Barbara Bjornson Account # 011492 530900
DocuSigned by: FE1E73157DDA4ED...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799644E...

REQUEST FOR QUOTES: REAL ESTATE APPRAISAL SERVICES

The Town of Harwich seeks a real estate appraisal professional to provide property appraisal services to assist with the sale of the Town owned property located at 62 Route 28 in West Harwich, Massachusetts.

It is the intent of the RFQ to have the successful appraisal company enter into a Professional Services Contract with the Town of Harwich to supply property appraisal services as outlined herein.

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The property must be sold after a responsible buyer is identified through a sealed bid process as required by MGL c.30B sec. 16 and approved by the Board of Selectmen. The first priority for selecting the responsible buyer will be price; the Town wishes to insure it is capturing the highest possible value for this property. Additional considerations include ease and rapidity of the ultimate transaction. Please note that the Town of Harwich must abide by statutory and regulatory requirements not applicable in private transactions; any successful bidder should be aware that this will impact the timing of any marketing and ultimate sale of the property, as well as the complexity of the transaction itself.

Request for Quotes

Written quotes must be submitted on the forms furnished and received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 no later than 2:00 pm on Friday, March 9, 2023.

The Town of Harwich reserves the right to reject any and all quotes if it determines that such quote does not represent the best interest of the Town. The Board of Selectmen reserves the right to waive any informalities.

Specifications and further information on the property to be appraised and contract documents can be found at <https://www.harwich-ma.gov/home/pages/procurement>.

Qualifications of Appraiser

- Respondents to this RFQ shall have the following minimum qualifications:
 - At least five (5) years' experience with residential and commercial real estate appraisal;
 - Must have an excellent reputation in the property appraisal community;
 - Must submit copies of certificates of insurance for general liability and worker's compensation.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Appraisal Company of Cape Cod, Inc. with an address of 170 Route 6A in Orleans, MA 02653 hereinafter referred to as "Contractor", effective as of the 25th day of May, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with real estate appraisal services for the property located at 62 Route 28 in West Harwich, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing immediately upon contract execution through July 31, 2023.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$5,600.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

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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/\$2,000,000 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.
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- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$500,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or

oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

017388675

Social Security Number or
Federal Identification Number

DocuSigned by:

Michael Sutton

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Michael Sutton

Michael Sutton

President Appraisal co.of cape cod, inc.

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:

Barbara Bjornson (\$ _____)

Finance Division

Contract Sum

DocuSigned by:

5,600 *Joseph F. Powers*

Town Administrator

Funding source: 011492/530900

Attachment A

Scope of services

The Town of Harwich seeks a real estate appraisal professional to provide property appraisal services to assist with the sale of the Town owned property located at 62 Route 28 in West Harwich, Massachusetts.

The property consists of approximately 67,954 square feet of land with a building thereon containing approximately 4,136 square feet. The property is located at 62 Route 28 and is shown on Assessor's map 10, Parcel G2. The building has historically been known as the Harwich First Baptist Church. The parsonage and adjacent cemetery are not included in this request for services.

The property must be sold after a responsible buyer is identified through a sealed bid process as required by MGL c.30B sec. 16 and approved by the Board of Selectmen. The first priority for selecting the responsible buyer will be price; the Town wishes to insure it is capturing the highest possible value for this property. Additional considerations include ease and rapidity of the ultimate transaction. Please note that the Town of Harwich must abide by statutory and regulatory requirements not applicable in private transactions; any successful bidder should be aware that this will impact the timing of any marketing and ultimate sale of the property, as well as the complexity of the transaction itself.

Experience in transactions involving agencies of the Commonwealth such as municipalities is desirable, but not necessarily required.

Submission Requirements:

Prospective vendors are to submit their fee schedules using the attached fee schedule form. Additionally, vendors are to also include a proposal with the following information:

1. Description of your firm including size, location, number and nature of the professional staff to be assigned to the project.
2. List of at least three (3) references where and when your firm provided similar services. List names and contact phone numbers for each reference.
3. Fee schedule: please use the attached form.
4. Signed non-collusion statement, attached.
5. Signed state tax affidavit form, attached.

Rule for Award

The Town of Harwich will select the responsive and responsible vendor who will provide the appraisal of the property, taking into consideration price and all evaluation criteria set forth in the RFQ. Timely completion of requested appraisal weighs into the selection process of a vendor as well.

Term of Contract

The successful broker/firm must enter into a written contract with the Town of Harwich, attached. The contract shall be no longer than 6 months from execution.

Appraisal Company of Cape Cod, Inc.
Real Estate Appraisal and Consulting

Residential
Commercial
Vacant Land
Expert Witness

BOX 1655, 170 ROUTE 6A
ORLEANS, MASSACHUSETTS 02653
(508) 255-8822 FAX (508) 255-9257
TOLL FREE (877) 760-8900
www.capecodappraiser.com

Michael Sutton
Certified General Real Estate
Appraiser – MA Lic. #786
Mikesutton@capecodappraiser.com

March 9, 2023

Office of the Town Administrator
Harwich Town Hall
732 Main Street
Harwich, MA 02645

Via e-mail
bnickerson@
town.harwich.ma.us

RE: Bid Proposal for appraisal of real estate located
at 62 Route 28, West Harwich

To Whom It May Concern:

In response to your request, The Appraisal Company of Cape Cod, Inc. would undertake an appraisal of the above referenced property and submit the appraisal report in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. An appraisal is defined under the Uniform Standards of Professional Practice as “(noun) the act or powers of developing an opinion of value.” The appraisal report will conform specifically to Standard Rule 2-2 of USPAP.

The Appraisal Company of Cape Cod, Inc. is the oldest real estate appraisal firm located on Cape Cod, Massachusetts. We opened our doors for business on March 1, 1983 when all appraisals were typed by hand. The company initially served only three banks and a few private individuals as clients. Today our clients include banks and mortgage companies as well as many private individuals and a number of towns. The office staff originally consisted of one full-time and one part-time appraiser. Since that time we have grown to a staff of eight appraisers. Our staff is one of the most professional and well trained staffs on Cape Cod.

The Appraisal Company of Cape Cod, Inc. specializes in residential and commercial real estate valuation for lending companies as well as private individuals. Our appraisal experience includes FNMA form reports, full narrative appraisal reports and estate appraisals. We have provided expert testimony at Barnstable Probate and Family Court, the Boston United States Bankruptcy Court, the Boston Tax Appellate Board and Barnstable Superior Court. This company was among the first appraisal firms to utilize the new Uniform Residential Appraisal Report. We constantly keep current with the latest Fannie Mae/Freddie Mac guidelines concerning real estate appraisals. A partial list of commercial properties appraised by this company includes shopping plazas, office complexes, guesthouses, retail stores and restaurants. We also specialize in construction appraisals and completion inspections, eminent domain, partial land acquisition and replacement value appraisals for insurance purposes.

Page 2
March 9, 2023
Office of the Town Administrator

The office is fully computerized; we use one of the most sophisticated and versatile appraisal programs in the country. We are Internet connected and can email form approvals in PDF or Wintotal format and narrative reports in MS Word format.

Our appraisers have access to all the tools necessary to do a professional appraisal. We have direct computerized access to the Cape Cod Multiple Listing Service which gives instant access to Cape Cod sales data as well as current listings on the market. Additional sales data is provided by Bankers and Tradesman and the Real Estate Transfer Directory. We have the most current assessors' books as well as current flood maps. With these tools we can not only find good comparables, but we can also have an accurate lot size and description of the property including map and lot number and deed reference, along with current assessment and taxes.

As requested, below are three references:

Michael Lach, Executive Director
Harwich Conservation Trust
508-432-3997

Mark Robinson, Executive Director
The Compact of Cape Cod Conservation Trusts, Inc.
508-694-7415

Fred Gaechter, President
Truro Conservation Trust
508-487-9330

Thank you for the opportunity to submit a quote. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael Sutton". The signature is fluid and cursive, starting with a large initial "M" and ending with a long, sweeping tail.

Michael Sutton

Attachments (2)

Appropriation: \$1.00 Low Bidder: Cape Cod Appraisal Service Bid Price: \$5,600

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$75,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.

2. Finance Director has signed that funds are available: Barbara Bjornson Account 011492/530900

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<p><input type="checkbox"/> C1. Please show Prevailing Wage was used.</p> <p><input type="checkbox"/> C2. If construction is near \$10,000 you also need:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. <p><input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. <p><input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements <p><input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form <p><input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. <p><input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Solicit qualifications prior to sealed bids. 	<p><input type="checkbox"/> GS1. If procured using the State Bid List:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan. <p><input type="checkbox"/> GS2. If project is over \$5,000:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years. <p><input type="checkbox"/> GS3. If project is over \$50,000:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website. <p><input type="checkbox"/> GS4. If project is over \$100,000:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids. <p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>

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

Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

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



HARWICH FIRE DEPARTMENT

MEMORANDUM

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

Date: 05/23/2023
To: Joe Powers, Town Administrator
From: Craig Thornton
Subject: Procurement of Hose, Valves and Nozzles

Project: Acquire additional Hose, Valves and Nozzles for stock and replacement of worn equipment.

The Department applied for a Federal Grant to upgrade and replace our mobile and portable radios. This project is almost entirely complete, we are waiting on radio equipment that was impacted by supply chain problems.

The Department filed an amendment which was approved by FEMA to use a portion of the remaining funds to purchase Hose, Valves and Nozzles. There is \$86,489.00 left on the original grant award.

Description:

Following the guidance of the MA State Contract – PSE01 Contract, prices were requested for Hose and Nozzles that we currently use on our apparatus. This equipment is to replace some worn equipment and to have stock that we can use for replacement when the equipment is no longer operational.

Based on the pricing requested, and the funding available in the grant, the department would like to make the purchases listed in the below quotes. The quotes are included in this documentation and lists the products and the costs.

Contract: MA State Contract PSE01 VC6000185170

Vendor: Northeast Rescue

1) Quote Q-20230858	Amount: \$22,628.00
2) Quote Q-20230857	Amount: \$8,758.00

Total: \$31,386.00

Additional Information: The pricing requested is for equipment that we currently use on the fire apparatus. Our personnel are familiar with the equipment. The vendor is well known to us for supplying us with quality products and competitive pricing.

Funding Source: EMW-2020-FG-12822: FY 2020 Assistance to Firefighters Grant
Remaining Funds - \$86,489.00

Total Funds: \$31,386.00

Contact/Signatory:

NorthEast Rescue Systems
280 Milton St
Dedham, MA 02026

Dorothy O'Connor doconnor@northeastrescue.com (617)325-3993

Included documentation:

North East Rescue Systems Quote Q-20230858
North East Rescue Systems Quote Q-20230857

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton **DEPARTMENT:** Fire Department

FUNDING SOURCE: EMW-2020-FG-12822: FY 2020 Assistance to Firefighters Grant

Appropriated amount: \$31,386.00 **Estimated cost:** \$31,386.00 **Actual cost:** \$31,386.00

PROCUREMENT METHOD:

MA State Contract PSE01 VC6000185170

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

Acquire additional Hose, Valves and Nozzles for stock and replacement of worn equipment.

Vendor: Northeast Rescue

1) Quote Q-20230858 Amount: \$22,628.00
2) Quote Q-20230857 Amount: \$8,758.00

Funding Source: EMW-2020-FG-12822: FY 2020 Assistance to Firefighters Grant

The pricing requested is for equipment that we currently use on the fire apparatus. Our personnel are familiar with the equipment. The vendor is well known to us for supplying us with quality products and competitive pricing.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Barbara Bjornson Account # 11222202 - 55800C
DocuSigned by: FE1E73157DDA4ED...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799644E...



Quote

617-325-3993 Fax # 617-325-0238

Date	Quote #
5/18/2023	Q-20230857

Quote For
Harwich Fire Department Chief LeBlanc 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
City of Boston's SLBE/MWBE
MA State Contract PSE01 VC6000185170

FOB	Terms
manufacturer	Net 30

Item	Description	Qty	Price E...	Total
7/8-22.10	187-XD - Smooth Bore 1.5 F 7/8 *** NH THREADS ***	4	129.00	516.00
1.5" XD Shutoff-...	* 1.5" XD Shutoff with Pistol Grip - Base 1.5 FNH: Outlet 1.5 MNH 1-3/8 Full Round Ball yes Elk-O-Lite *** Specify Color of Pistol Grip and Bale ****	4	424.00	1,696.00
1.5"NH Mid Rang...	1.5" Chief XD Tip - Mid Range - Specify GPM/PSI Threads Color	1	519.00	519.00
2.5" XD Shutoff-2...	2.5" XD Shutoff with Pistol Grip - Base 2.5 FNH: Outlet 1.5 FNH 1-3/8 Full Round Ball yes Elk-O-Lite ** Specify Color of Pistol Grip and Bale **	3	552.00	1,656.00
188-XD-1 3/16-22...	188-XD XD Smooth Bore 1.5 FNH 1-3/16 -Long Barrel Specify Color	3	160.00	480.00
1.5"NH High Ran...	1.5" Chief XD Tip - HIGH Range - Specify GPM/PSI Threads Color	1	549.00	549.00
8296-22.10	RAM XD Monitor 2.5" Elk-O-Lite	1	2,599.00	2,599.00
MB-22.10	OPTION 8296-MB mounting bracket for RAM XD	1	184.00	184.00
3896-22.10	Rapid Attack Nozzle for RAM XD Inlet: 2.5 F NH (FIXED 500 GPM)	1	559.00	559.00

Quoted prices valid for 30 days	Subtotal	\$8,758.00
	Sales Tax (0.0%)	\$0.00
	Total	\$8,758.00



AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and NorthEast Rescue Systems, with an address of **280 Milton Street, Dedham, MA 02026**, hereinafter referred to as "Contractor", effective as of the 23 day of May 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Hose and Nozzles as listed in Quotes Q-20230858 & Q-20230857

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder **as the products in Quotes Q-20230858 & Q-20230857 become available for delivery.**

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$31,386.00**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. The contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

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

- 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 services 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.

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

043394594

Social Security Number or
Federal Identification Number

DocuSigned by:

Dorothy O'Connor

Signature of individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:

Dorothy O'Connor

3C13CABE09694C8...

Dorothy O'Connor President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:

Barbara Bjornson

(\$ 31,386.00)

Finance Director

Contract Sum

DocuSigned by:

Joseph F. Powers

Town Administrator

Fund: 1122
11222202-558000-23036



Quote

Date	Quote #
5/18/2023	Q-20230857

617-325-3993 Fax # 617-325-0238

Quote For
Harwich Fire Department Chief LeBlanc 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
City of Boston's SLBE/MWBE
MA State Contract PSE01 VC6000185170

FOB	Terms
manufacturer	Net 30

Item	Description	Qty	Price E...	Total
7/8-22.10	187-XD - Smooth Bore 1.5 F 7/8 *** NH THREADS ***	4	129.00	516.00
1.5" XD Shutoff-...	* 1.5" XD Shutoff with Pistol Grip - Base 1.5 FNH: Outlet 1.5 MNH 1-3/8 Full Round Ball yes Elk-O-Lite *** Specify Color of Pistol Grip and Bale ****	4	424.00	1,696.00
1.5"NH Mid Rang...	1.5" Chief XD Tip - Mid Range - Specify GPM/PSI Threads Color	1	519.00	519.00
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Quoted prices valid for 30 days	Subtotal	\$8,758.00
	Sales Tax (0.0%)	\$0.00
	Total	\$8,758.00



617-325-3993 Fax # 617-325-0238

Quote

Date	Quote #
5/18/2023	Q-20230858

Quote For
Harwich Fire Department Chief LeBlanc 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
City of Boston's SLBE/MWBE
MA State Contract PSE01 VC6000185170

FOB	Terms
manufacturer	Net 30

Item	Description	Qty	Price E...	Total
Mega-04-100-23	Megaflo Breather 4" x 100' Permatek Color Treated - with Gold Anodized iReflect Storz	14	744.00	10,416.00
KrakenExoGLD 3...	KrakenExo Hose 3" X 50' Permatek™ Color Treated coupled with wayout Gold Anodized Couplings (2.5" National Standard Threads (NH)	8	379.00	3,032.00
KrakenExo 2.5"x5...	KrakenExo Hose 2.5" X 50' Permatek™ Color Treated coupled with Gold Anodized wayout 2.5" National Standard Threads (NH)	12	314.00	3,768.00
KrakenExo 1.75" ...	KrakenExo Hose 1 3/4" X 50 Permatek™ Color Treated coupled with Gold Anodized wayout National Standard Threads (NH)	12	229.00	2,748.00
KrakenExo 1.75"x...	KrakenExo Fire Hose 1 3/4"x 100' Permatek™ Color Treated with Gold Wayout Couplings NH THREADS	6	444.00	2,664.00

Quoted prices valid for 30 days	Subtotal	\$22,628.00
	Sales Tax (0.0%)	\$0.00
	Total	\$22,628.00





Quote

Date	Quote #
5/18/2023	Q-20230858

617-325-3993 Fax # 617-325-0238

Quote For
Harwich Fire Department Chief LeBlanc 175 Sisson Road Harwich, MA 02645-2616

MA WBE certified with SDO
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Quoted prices valid for 30 days	Subtotal	\$22,628.00
	Sales Tax (0.0%)	\$0.00
	Total	\$22,628.00



Low Bidder: Northeast Rescue

Bid Price: \$31,386.00

Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. Funding Source: 1122
 - b. Identify the funding source, such as article number and amount approved. Account: 1122202 -
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. 558000 - 23036

2. Finance Director has signed that funds are available: Barbara Bjornson Account # _____

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input checked="" type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
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<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
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Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator: Joseph F. Powers