

**SELECTMEN'S MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall*

*732 Main Street, Harwich, MA*

*Regular Meeting 6:30 P.M.*

*Tuesday, October 9, 2018*

*\*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. **PLEDGE OF ALLEGIANCE**
- III. **WEEKLY BRIEFING**
- IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**
  
- V. **CONSENT AGENDA**
  - A. Vote to sign the November Election Warrant
  - B. Approve the appointment of an additional Election Worker per the request of the Democratic Town Committee
  
- VI. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*
  - A. Annual Meeting
    - 1. Cemetery Commission
    - 2. Harwich Energy Committee
  - B. Presentation of the FY20 Selectmen's Budget Message
  - C. Financial Reports – Carol Coppola
  - D. Presentation – Overview of Route 137 and Route 39 corner site – Chief Norm Clarke
  
- VII. **NEW BUSINESS**
  - A. Committee Appointments:
    - 1. Affordable Housing Trust – Judith Underwood (full member 6/30/21)
    - 2. Historic District/Historical Commission – Brendan Lowney (full member 6/30/19)
  - B. Harwich Conservation Trust, Weston Woods Road/Island Pond Train and 0 Depot Street – *vote to sign the two Conservation Restrictions*
  - C. Request for winter boat storage at Saquatucket Harbor
  - D. Name the Pet Burial Ground property – “Harwich Memorial Gardens & Walking Park”
  - E. Confirm the appointment of Mark Polselli as Part-time Health Inspector
  - F. Discussion on appointment of an interim member of the Housing Authority
  - G. Request for One-Day Beer & Wine License by Friends of the South Harwich Meeting House for October 28, 2018
  
- VIII. **CONTRACTS**
  - A. Approval of Change Order for Saquatucket Landside project for paving work done by Lawrence Lynch in the amount of \$76,176.32 – *vote to authorize Chair to sign*
  - B. MassWorks grant of \$36,000 awarded for dredge work – *vote to authorize Chair to approve Town Administrator as signatory and sign*
  - C. Contract approval for Brooks Park Restroom to Cape Cod Builders in the amount of \$77,500
  
- IX. **OLD BUSINESS**
  - A. MS4 Stormwater Rules and Regulations – Summary for review
  - B. West Harwich School Building – *general discussion*
  - C. Pleasant Bay Alliance Watershed Permit Implementation Grant – concur with the SNEP Grant Agreement and place an article in the 2019 ATM Warrant to appropriate Harwich's share in the amount of \$26,710
  
- X. **TOWN ADMINISTRATOR'S REPORT**
  - A. Claim filed for damage to residential property from golf balls hit from Cranberry Valley Golf Course
  - B. Departmental Reports
  
- XI. **SELECTMEN'S REPORT**
- XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Sandra Robinson, Admin. Secretary

Date: \_\_\_\_\_  
October 4, 2018

COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH  
NOVEMBER 6, 2018

COPY

**BARNSTABLE SS.**

To the Constables of the Town of Harwich

**GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in State Elections to vote at the Community Center Gymnasium, 100 Oak Street, Harwich on:

**TUESDAY, THE SIXTH DAY OF NOVEMBER, 2018**

From 7:00 A.M. to 8:00 P.M. for the following purposes:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS. . . . .	FOR THIS COMMONWEALTH
GOVERNOR and LIEUTENANT GOVERNOR . . . . .	FOR THIS COMMONWEALTH
ATTORNEY GENERAL. . . . .	FOR THIS COMMONWEALTH
SECRETARY OF STATE. . . . .	FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL. . . . .	FOR THIS COMMONWEALTH
AUDITOR. . . . .	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS. . . . .	NINTH DISTRICT
COUNCILLOR. . . . .	FIRST DISTRICT
SENATOR IN GENERAL COURT . . . . .	CAPE & ISLANDS DISTRICT
REPRESENTATIVE IN GENERAL COURT . . . . .	FOURTH BARNSTABLE DISTRICT
DISTRICT ATTORNEY . . . . .	CAPE & ISLANDS DISTRICT
CLERK OF COURTS . . . . .	BARNSTABLE COUNTY
REGISTER OF DEEDS . . . . .	BARNSTABLE DISTRICT
COUNTY COMMISSIONER. . . . .	BARNSTABLE COUNTY
BARNSTABLE ASSEMBLY DELEGATES . . . . .	BARNSTABLE COUNTY

**QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

**SUMMARY**

This proposed law would limit how many patients could be assigned to each registered nurse in Massachusetts hospitals and certain other health care facilities. The maximum number of patients per registered nurse would vary by type of unit and level of care, as follows:

- In units with step-down/intermediate care patients: 3 patients per nurse;
- In units with post-anesthesia care or operating room patients: 1 patient under anesthesia per nurse; 2 patients post-anesthesia per nurse;
- In the emergency services department: 1 critical or intensive care patient per nurse (or 2 if the nurse has assessed each patient's condition as stable); 2 urgent non-stable patients per nurse; 3 urgent stable patients per nurse; or 5 non-urgent stable patients per nurse;



- In units with maternity patients: (a) active labor patients: 1 patient per nurse; (b) during birth and for up to two hours immediately postpartum: 1 mother per nurse and 1 baby per nurse; (c) when the condition of the mother and baby are determined to be stable: 1 mother and her baby or babies per nurse; (d) postpartum: 6 patients per nurse; (e) intermediate care or continuing care babies: 2 babies per nurse; (f) well-babies: 6 babies per nurse;
- In units with pediatric, medical, surgical, telemetry, or observational/outpatient treatment patients, or any other unit: 4 patients per nurse; and
- In units with psychiatric or rehabilitation patients: 5 patients per nurse.

The proposed law would require a covered facility to comply with the patient assignment limits without reducing its level of nursing, service, maintenance, clerical, professional, and other staff.

The proposed law would also require every covered facility to develop a written patient acuity tool for each unit to evaluate the condition of each patient. This tool would be used by nurses in deciding whether patient limits should be lower than the limits of the proposed law at any given time.

The proposed law would not override any contract in effect on January 1, 2019 that set higher patient limits. The proposed law's limits would take effect after any such contract expired.

The state Health Policy Commission would be required to promulgate regulations to implement the proposed law. The Commission could conduct inspections to ensure compliance with the law. Any facility receiving written notice from the Commission of a complaint or a violation would be required to submit a written compliance plan to the Commission. The Commission could report violations to the state Attorney General, who could file suit to obtain a civil penalty of up to \$25,000 per violation as well as up to \$25,000 for each day a violation continued after the Commission notified the covered facility of the violation. The Health Policy Commission would be required to establish a toll-free telephone number for complaints and a website where complaints, compliance plans, and violations would appear.

The proposed law would prohibit discipline or retaliation against any employee for complying with the patient assignment limits of the law. The proposed law would require every covered facility to post within each unit, patient room, and waiting area a notice explaining the patient limits and how to report violations. Each day of a facility's non-compliance with the posting requirement would be punishable by a civil penalty between \$250 and \$2,500.

The proposed law's requirements would be suspended during a state or nationally declared public health emergency.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

*A YES VOTE* would limit the number of patients that could be assigned to one registered nurse in hospitals and certain other health care facilities.

*A NO VOTE* would make no change in current laws relative to patient-to-nurse limits.

## QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

### SUMMARY

This proposed law would create a citizens commission to consider and recommend potential amendments to the United States Constitution to establish that corporations do not have the same Constitutional rights as human beings and that campaign contributions and expenditures may be regulated.

Any resident of Massachusetts who is a United States citizen would be able to apply for appointment to the 15-member commission, and members would serve without compensation. The Governor, the Secretary of the Commonwealth, the state Attorney General, the Speaker of the state House of Representatives, and the President of the state Senate would each appoint three members of the commission and, in making these appointments, would seek to ensure that the commission reflects a range of geographic, political, and demographic backgrounds.

The commission would be required to research and take testimony, and then issue a report regarding (1) the impact of political spending in Massachusetts; (2) any limitations on the state's ability to regulate corporations and other entities in light of Supreme Court decisions that allow corporations to assert certain constitutional rights; (3) recommendations for constitutional amendments; (4) an analysis of constitutional amendments introduced to Congress; and (5) recommendations for advancing proposed amendments to the United States Constitution.

The commission would be subject to the state Open Meeting Law and Public Records Law. The commission's first report would be due December 31, 2019, and the Secretary of the Commonwealth would be required to deliver the commission's report to the state Legislature, the United States Congress, and the President of the United States.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A **YES VOTE** would create a citizens commission to advance an amendment to the United States Constitution to limit the influence of money in elections and establish that corporations do not have the same rights as human beings.

A **NO VOTE** would not create this commission.

## QUESTION 3: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on July 7, 2016?

### SUMMARY

This law adds gender identity to the list of prohibited grounds for discrimination in places of public accommodation, resort, or amusement. Such grounds also include race, color, religious creed, national origin, sex, disability, and ancestry. A "place of public accommodation, resort or amusement" is defined in existing law as any place that is open to and accepts or solicits the patronage of the general public, such as hotels, stores, restaurants, theaters, sports facilities, and hospitals. "Gender identity" is defined as a person's sincerely held



gender-related identity, appearance, or behavior, whether or not it is different from that traditionally associated with the person's physiology or assigned sex at birth.

This law prohibits discrimination based on gender identity in a person's admission to or treatment in any place of public accommodation. The law requires any such place that has separate areas for males and females (such as restrooms) to allow access to and full use of those areas consistent with a person's gender identity. The law also prohibits the owner or manager of a place of public accommodation from using advertising or signage that discriminates on the basis of gender identity.

This law directs the state Commission Against Discrimination to adopt rules or policies and make recommendations to carry out this law. The law also directs the state Attorney General to issue regulations or guidance on referring for legal action any person who asserts gender identity for an improper purpose.

The provisions of this law governing access to places of public accommodation are effective as of October 1, 2016. The remaining provisions are effective as of July 8, 2016.

**A YES VOTE** would keep in place the current law, which prohibits discrimination on the basis of gender identity in places of public accommodation.

**A NO VOTE** would repeal this provision of the public accommodation law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 9th day of October, 2018.

\_\_\_\_\_  
Julie E. Kavanagh, Chairman

\_\_\_\_\_  
Larry Ballantine, Vice Chair

\_\_\_\_\_  
Edward J. McManus, Clerk

\_\_\_\_\_  
Michael D. MacAskill

\_\_\_\_\_  
Donald F. Howell  
Selectmen Town of Harwich

Attest: \_\_\_\_\_  
Anita N. Doucette, MMC.CMMC  
Town Clerk

\_\_\_\_\_  
Constable

\_\_\_\_\_, 2018.  
(month and day)

Warrant must be posted by **October 30, 2018**, (at least *seven days prior* to the **November 6, 2018** State Election).

Date:

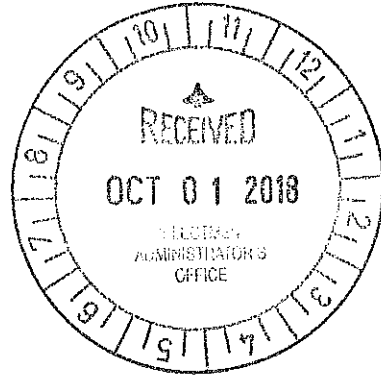
By virtue of this Warrant I have this day notified and warned the inhabitants of the Town of Harwich, qualified to vote in elections and town affairs, to meet in the Community Center, 100 Oak Street in said Town on Tuesday, November 6, 2018 at the time and place for the purpose herein named by posting up attested copies thereon in the four (4) Post Office buildings and in Community Center in the Town of Harwich, which covers all four precincts, at least seven (7) days before the time of said meeting as within directed.

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Constable



Raymond Gottwald, Chairman  
Democratic Town Committee  
38 Huckleberry Path  
Harwich, MA 02645



September 10, 2018

The Honorable Board of Selectmen  
Harwich Town Offices  
732 Main Street  
Harwich, MA 02645



To The Honorable Board of Selectmen:

Due to unforeseen circumstances surrounding the first letter of election workers submitted for appointment please add the following name to be placed on the list for elections workers for this year.

Rosanne Shapiro  
339 Leightons Lane  
Harwich, Ma

Thank you for your consideration in this matter.

Respectfully,

*Raymond C. Gottwald*

Raymond Gottwald, Chairman  
Harwich Democratic Town Committee

Pc: Anita N. Doucette,  
Town Clerk

## 2018 Annual Report of the Harwich Cemetery Commission

The Harwich Cemetery Commission is comprised of three appointed Harwich residents charged with overseeing the town's seventeen cemeteries, with the Cemetery Administrator Robbin Kelley. The Commissioners are as follows Cynthia Eldredge, Karen Young and Steven Conner. All of the Commissioners have been sworn in and have up to date State Ethics testing. The Commission meets the first Tuesday of each month. Over the past twelve months we had ten meetings, five of which were attended by all members and five with two members.

The Commission supports and provides guidance to the Cemetery Administrator, prioritizes yearly expenditures of revenues derived from annual lot sales, and establishes policies and regulations related to the public use, operation and maintenance of the town's cemeteries. The total acreage of the town's cemeteries covers over 100 acres.

Each year the number of cremation burials is increasing and the Commission will be exploring revisions in certain lot sizes to better accommodate this trend.

As of September 14, 2018, the available balance in the Commission's Annual Revolving Fund was \$97,960.01.

During the past year the Commission completed the following:

- New Signs were installed at Mount Pleasant Cemetery in Harwich Port and the North Harwich Cemetery.
- We resolved the remaining issues with assistance from the Town Accountant, regarding the Perpetual Care accounts and their balances.
- In April of 2018 we had a Monument Cleaning Workshop at the South Harwich Cemetery which was well attended. We now have a Facebook page Harwich Gravestone Preservation, with members who clean the memorials. We would like to thank Deborah Merrigan who has been extremely helpful in organizing the group and the cleaning of the gravestone memorials.
- We completed the CPC Article for Restoration of Fence Rails at Evergreen Cemetery which was Article #31 on May 1, 2017 at Town Meeting. The total amount awarded was \$39,000.00. The fence that surrounds the Route 137 section of Evergreen Cemetery has fallen into disrepair. The rails that separate their granite posts are bent, rusty or missing. Some of the granite posts will need to be reset. The fence is the first impression of the cemetery that the public sees when they approach from either Route 137 or Cemetery Road. Rails to be replaced will start at the corner of Route 137 and Cemetery Road and continue down to the back section of the cemetery along the tree line. The original fence was completed on June 10, 1889. The commission was able to access this record from a previous CPC article "The Restoration Preservation and Digitization of Harwich Cemetery Records," Article #57 on May 6, 2013.
- The Pet Burial Ground and Walking Park project was awarded the Kenneth Pickard Municipal Innovation Award. The award was presented to Christopher Clark, Town Administrator and Robbin Kelley, Cemetery Administrator at the MMA's 2018 Annual Meeting in Boston.
- The Cemetery Administrator attended the Paw Palooza at the Dennis Yarmouth High School where she displayed the award above and answered questions in regard to the pet



burial ground and walking park. She received overwhelming support from the pet community.

- The Island Pond Arboretum: Article # 25 at the 2018 Town Meeting: The transfer of a parcel of land from the Board of Selectmen to the Cemetery Commission for use in the Island Pond Cemetery. The parcel is surrounded on two sides by the existing Island Pond Cemetery. It will add approximately 120 more burial spaces and be used and allow us the grant opportunity for their Island Pond Arboretum.
- We continue to research the possibility of having Island Pond Cemetery accredited as an Arboretum. Our Administrator Robbin Kelley worked with Amy Usowski of our Conservation Department and David J Consalvi, horticulture Instructor at Cape Cod Regional High School. Horticulture Instructor, to identify 33 different species of trees on the property. Russell Norton, Agriculture & Horticulture Extension Educator from the Cape Cod Cooperative Extension has completed a soil report for the Island Pond Arboretum area. This extensive 67 page report with detailed information will assist us with information needed for the new plantings to be implemented in the Arboretum project. This service was free to the town though the Cape Cod Cooperative Extension. Robbin Kelley and Amy Usowski met with Russell Norton at the Tree Farm in Barnstable to look at possibilities of new species to add to the cemetery and arboretum.
- We submitted Article # 27 which was indefinitely postponed by the Finance Committee, requesting to update the Rules and Regulations of the Harwich Cemeteries to include; an edit to # 11. All Christmas decorations must be removed by January 31<sup>st</sup>. Items left on the grave beyond that will be removed by cemetery personnel. New additions to current Rules and Regulations: 12. Items left on a lot after a burial will be removed after one week. 13. The Above Rules will be strictly enforced. Also under the Town Owned Cemeteries list, remove the Harwich Center Cemetery.
- Article # 50: CPC Article for the Mount Pleasant Cemetery Gravestone Preservation for \$49,900 was approved at May 2018 Town Meeting. 42 gravestones and monuments with cracks and fractures will be reset and restored. 108 gravestones and monuments need foundation repair and resetting. 150 gravestones and monuments, will be treated and cleaned with D/2 Biological Solution. Eroded gravestones and monuments will be treated and consolidated with a stone strengthener to protect and preserve. We will receive a complete report of the entire project and documentation relating to each of the 150 stones conserved, including before and after conservation photos of each stone.
- Article # 64: The Cemetery Commission's Revolving Account was approved and changed from \$70,000 to \$100,000. The original Article which was passed in May 3, 2010 language was "for the purpose of funding maintenance, care and support of town cemetery properties." It is currently listed as "maintenance of town cemeteries", even though it was not changed with a vote at town meeting. The commission will be submitting language to request the Town to change the language back to its original intent.
- We continue to inventory all the cemetery lots which is especially helpful in locating the older historic burials.
- We continued to spray the trees in Evergreen, Island Pond and Mount Pleasant Cemeteries for gypsy moths and gall wasps. We removed about 100 dead trees due to long term drought and pest infestation.
- In May of 2018 we had extensive damage due to storms in all the cemeteries. It was necessary to close Island Pond Cemetery for two days due to down trees for public safety.

All the cemeteries needed extensive cleanup due to storm damaged and that resulted in fallen trees and debris.

- We had a Walking Tour in the South Harwich Cemetery identifying prominent residents. Also at Island Pond Cemetery we had a Walking Tour identifying trees and plantings.

In the upcoming year, 2019, the Commission plans to:

- Install new signs at Evergreen Cemetery in East Harwich and at the South Harwich Cemetery.
- Finalize the Kelley Cemetery land taking from 2008 and have a new map filed at Barnstable County Registry of Deeds.
- Purchase and plant new trees at all the cemeteries.
- Consider purchasing software for the cemeteries which will include 360 views of lots with burial information. It would be user friendly for the public to find family lots where loved ones are buried as well as finding available lots for sale.
- Form a Committee to design a Veterans Memorial at Evergreen Cemetery.
- Put new new duplicate plantings for the entrance at Evergreen Cemetery.
- We will continue to prepare brochures for each cemetery including a map with internal streets and the history of each cemetery;
- We will continue to work on various improvements including drainage, brush clearing and other improvements in the cemeteries.
- Work will continue with David J Consalvi, Cape Cod Regional High School Horticulture Instructor on indexing the trees in Island Pond Cemetery, listing their scientific name as well as the common name and some information on each one.
- Robbin Kelley, Administrator will continue working on documentation for Level I Accreditation for Island Pond Cemetery to be an Arboretum.
- Our Administrator will continue to work on grant opportunities for other cemetery projects.

Respectfully submitted

Cynthia Eldredge, Chair  
Steven H Conner, Commissioner  
Karen Young, Commissioner  
Robbin Kelley, Administrator





## HARWICH ENERGY COMMITTEE

Members: Valerie Bell, Charles Czech, Terry Hayden, Barry Worth

ANNUAL REPORT TO BOARD OF SELECTMEN --- OCTOBER 9, 2018

The primary activities of the Committee this past year have involved promoting and supporting the Town's efforts in pursuit of becoming a Green Community, and in availing itself of the opportunities created by the State's SMART program to develop a community solar garden that would bring the benefits of lower cost, clean, renewable energy to the general public.

In particular, in connection with Green Communities, Committee members were interviewed on Channel 18 prior to Annual Town Meeting to explain the two articles that voters would be asked to approve: the zoning by-law change that designated a parcel of land in Town for as-of-right siting of a renewable energy development, and adoption of the stretch building code. Committee members also spoke at Town Meeting in support of those articles, which passed unanimously.

As for the SMART program, the Committee met with a vendor who provided a round number estimate of the annual lease payment revenue that, in a best-case scenario, could be realizable from the installation of a large scale solar array on the parcel so designated to satisfy a Green Communities criterion. That information was passed onto the Board of Selectmen and the Town Administrator, and consideration of such a project is underway, as are smaller projects such as parking lot canopies and the roof on the golf course cart barn.

Consistent with its charge, Committee members toured the nearly completed new buildings at Saquatucket Harbor with the Harbor Master and Project Manager, and reviewed the energy efficiency measures incorporated into the design and construction of the facilities. Extensive use of modern insulation materials and lighting and heating technologies have been made to insure that the structures minimize energy consumption.

Similarly, the Committee has begun interaction with the Fire Chief and the building architect and engineer for Fire Station 2 to ascertain the energy efficiency plans made for that project. In addition to creating an energy efficient building, the redevelopment of the site will result in a large open area that could accommodate a ground-mounted solar array.

With respect to the Committee's functioning, there have been problems obtaining a quorum at a few meetings, as one member has been often unable to attend. A consequence is that the Committee's meeting minutes are a few months behind in submission to the Town Clerk's office. The Committee needs to have one new member appointed to replace one who resigned. All the incumbent members have completed the conflict of interest course and filed the requisite certificate.

With the appointment of a new member, and the selection of a new chairman, the Committee will focus on what activities to undertake in the coming year. One possible course of action could be to concentrate on promoting rooftop solar installations by residents and businesses that are suitably located.

The Harwich Board of Selectmen's submits the following budget message to the citizens of the town of Harwich to establish priorities for Fiscal Year 2020.

The Board of Selectmen, Town Administrator, Finance Committee and Capital Overlay Committee must continue to work together to assess the needs & financial capabilities of the Town. An increase in communication and joint meetings should be a priority for the Board of Selectmen.

We have invested in significant infrastructure improvements through our wastewater initiatives and commitment to improve accessibility and safety to all members of our town by investing in water and landslide improvements at Saquatucket Harbor. The Town's commitment to funding, coupled with the \$2,000,000 in state obtained grants, has revitalized our harbor and will continue to assist in energizing Harwichport and the surrounding areas by offering a beautifully, unique and incredible opportunity to enjoy a town asset for all. Investment in our infrastructure signifies an investment and commitment to the future of Harwich.

The Board remains committed to providing residents with full financial transparency and improved financial management with more refined contracting procedures. Moving forward we must scrutinize our capital projects based on the debt we have assumed in making the current improvements. The Board must continue to focus on how to improve and identify capital projects, so we are more prepared financially to address and prioritize them based on the nature of the need and the affordability to taxpayers.

We fully understand the impact that previous borrowings have had on taxpayers. Our taxpayers have yet to realize the full impact of bonding for current projects (such as phase two of the CWMP and the Saquatucket Harbor projects) that are under the control of Town government. Further, the Town is already committed to additional work (resulting in more borrowing) for upcoming wastewater treatment phases. To that, there will be added the effect of the Regional Technical School building project borrowing and the potential for a so-called Tri-Town Sewer Commission indebtedness. Those areas are not under the control of Town government but will nonetheless have a profound effect on tax-payers bills moving forward. Any additional taxes, whether from borrowings or to cover day-to-day operations, must be viewed within this context.

The Board continues to face the difficult issue of an aging population and a dissolving younger population. We must continue to develop better strategies to assist our aging population to remain in place while simultaneously improving housing and job opportunities to maintain and attract a younger population. It is our duty to address the need for economic development, increased access to affordable and workforce housing since the youth are the future of Harwich. We understand the need to protect the quintessential New England flavor Harwich offers but must begin to focus internally on how to address zoning limitations that cause urban sprawl and the physical disconnection of our community.

Selectmen desire a budget that is within the proposition 21/2 limits without the need for a general override. New hires or employee re-grades will be considered if they are within budget limits or are documented to benefit or improve efficiencies of town operations. Departments should examine annual costs and needs to produce budgets that align in the most efficient and effective manner.

Avoid the use of capital exclusions and limit use of debt exclusions. Debt exclusions for traditional road maintenance program and Lower County Road initiative will increase from last year's expenditure.

Continue efforts to control group health insurance costs and identify additional incentives for high deductible option.

Selectmen will lead the initiative on adopting an accessory use apartment by law zoning revision to assist property owners in providing a supplemental income to age in place in their homes or to offer additional workforce housing options.

Selectmen will work with the Affordable Housing Trust to identify parcels for affordable and workforce housing units.

Selectmen will continue to work cooperatively with other communities when it is in the best interest of the town of Harwich, such as Dennis, Harwich and Yarmouth community partnership on wastewater projects.

Selectmen will work to establish broad board policy for employee retention.

Continue to work closely with the Chamber of Commerce to promote the town of Harwich and the needs of its local businesses.

Continue to monitor and assess the funding needs of the Wastewater Reserve Fund to ensure funding is available for the associated needs.

Selectmen will continue to assess wastewater communication to residents to ensure consistent message and information is disseminated to citizens. This will include a need continuously assess project oversight needs and related funding mechanisms.

Selectmen will continue to work with Barnstable County Commission to address IT needs and issues on a town-wide basis and reserve funds to required improvements.

Continued oversight of departmental overtime (OT) and work with departments to address OT issues and concerns.

Continue to focus on improving bond rating to increase the Town's financial strength and credit worthiness.

Maintain and increase stabilization and reserve fund balances to meet reserve policy objectives. Selectmen must continue to focus on fiscally responsible spending and a commitment to the long-term financial stability of Harwich through annual contributions to stabilization funds, including continued efforts to address rising health care costs, Other Post-Employment Benefits (OPEB) and different revenue streams to fund costs.

The Board of Selectmen will continue to focus on the most effective and responsible fiscal approach to budgeting in order to sustain essential services and plan for the future of Harwich. Wastewater infrastructure investment has been necessary due to state and federal regulations. Investment in our infrastructure is vital. However, we must budget responsibly for the future to ensure Harwich citizens the ability to remain in Town.

TOWN OF HARWICH  
GENERAL FUND  
FY 2018 4TH QTR SPENDING AND FINAL YTD EXPENSES

<u>TOWN OPERATING BUDGET 2018</u>		<u>Budet</u> <u>FY2018</u>	<u>April</u> <u>2018</u>	<u>May</u> <u>2018</u>	<u>June</u> <u>2018</u>	<u>Actual</u> <u>FY2018</u>	<u>Balance</u> <u>Remaining</u>	<u>Percent</u> <u>Remaining</u>
1	MODERATOR S&W	300	-	-	-	-	300	100.0%
2	SELECTMEN S&W	7,500	625	560	690	7,500	-	0.0%
3	SELECTMEN - EXP	7,750	29	-	75	7,077	673	8.7%
4	<b>Sub-Total</b>	<b>15,250</b>	<b>654</b>	<b>560</b>	<b>765</b>	<b>14,577</b>	<b>673</b>	<b>4.4%</b>
5	FINANCE COMMITTEE S&W	3,500	-	298	-	745	2,755	78.7%
6	FINANCE COMMITTEE - EXP	810	-	180	-	809	1	0.1%
7	<b>Sub-Total</b>	<b>4,310</b>	<b>-</b>	<b>478</b>	<b>-</b>	<b>1,554</b>	<b>2,756</b>	<b>64.0%</b>
8	FINANCE COMMITTEE RESERVE FUND	125,000	-	-	-	-	125,000	100.0%
9	TOWN ACCOUNTANT - SAL	237,985	19,326	17,914	29,761	234,292	3,693	1.6%
10	TOWN ACCOUNTANT - EXP	3,600	2,671	(931)	77	3,626	(26)	-0.7%
11	AUDIT - EXP	37,900	-	-	-	37,900	-	0.0%
12	<b>Sub-Total</b>	<b>279,485</b>	<b>21,997</b>	<b>16,983</b>	<b>29,838</b>	<b>275,818</b>	<b>3,667</b>	<b>1.3%</b>
13	ASSESSORS - S&W	187,465	14,354	12,869	21,488	153,113	34,352	18.3%
14	ASSESSORS - EXP	105,860	163	430	7,719	68,266	37,594	35.5%
15	<b>Sub-Total</b>	<b>293,325</b>	<b>14,518</b>	<b>13,299</b>	<b>29,207</b>	<b>221,379</b>	<b>71,945</b>	<b>24.5%</b>
16	TOWN COLLECTIONS - S&W	16,000	8	-	6,585	12,476	3,524	22.0%
17	TOWN COLLECTIONS - EXP	3,760	-	1,902	5	3,154	606	16.1%
18	<b>Sub-Total</b>	<b>19,760</b>	<b>8</b>	<b>1,902</b>	<b>6,591</b>	<b>15,631</b>	<b>4,129</b>	<b>20.9%</b>
19	POSTAGE	56,160	6,776	628	8,974	46,452	9,708	17.3%
20	<b>Sub-Total</b>	<b>56,160</b>	<b>6,776</b>	<b>628</b>	<b>8,974</b>	<b>46,452</b>	<b>9,708</b>	<b>17.3%</b>
21	TREASURER - S&W	236,984	20,569	18,370	27,860	236,983	1	0.0%
22	TREASURER - EXP	112,650	8,682	11,553	9,719	97,760	14,890	13.2%
23	<b>Sub-Total</b>	<b>349,634</b>	<b>29,251</b>	<b>29,923</b>	<b>37,579</b>	<b>334,743</b>	<b>14,891</b>	<b>4.3%</b>
24	MEDICARE	217,300	15,917	16,457	28,694	217,264	36	0.0%
25	ADMINISTRATION - S&W	422,517	27,667	31,661	49,052	418,242	4,275	1.0%
26	ADMINISTRATION - EXP	80,950	20,997	2,536	9,350	75,450	5,500	6.8%
27	ADMINISTRATION - CAP OUTLAY	5,000	-	-	-	4,958	42	0.8%
28	UNION CONTRACTS	5,000	-	-	-	5,000	-	0.0%
29	<b>Sub-Total</b>	<b>513,467</b>	<b>48,664</b>	<b>34,197</b>	<b>58,402</b>	<b>503,651</b>	<b>9,816</b>	<b>1.9%</b>
30	LEGAL SERVICES - EXP	170,000	12,622	(4,120)	32,089	159,374	10,626	6.3%
31	CLAIMS & SUITS	400	-	-	-	-	400	100.0%
32	<b>Sub-Total</b>	<b>170,400</b>	<b>12,622</b>	<b>(4,120)</b>	<b>32,089</b>	<b>159,374</b>	<b>11,026</b>	<b>6.5%</b>
33	INFORMATION TECHNOLOGY - S&W	99,801	7,150	7,150	17,230	99,800	1	0.0%
34	INFORMATION TECHNOLOGY - EXP	212,131	1,540	17,150	54,985	211,708	424	0.2%
35	<b>Sub-Total</b>	<b>311,932</b>	<b>8,689</b>	<b>24,299</b>	<b>72,215</b>	<b>311,507</b>	<b>425</b>	<b>0.1%</b>
36	IT CHANNEL 18 - S&W	112,417	8,941	8,578	12,597	106,300	6,116	5.4%
37	IT CHANNEL 18 - EXP	31,000	415	245	9,749	24,790	6,210	20.0%
38	<b>Sub-Total</b>	<b>143,417</b>	<b>9,356</b>	<b>8,823</b>	<b>22,346</b>	<b>131,091</b>	<b>12,326</b>	<b>8.6%</b>
39	CONSTABLE S & W	694	-	-	188	356	338	48.7%
40	TOWN CLERK - S&W	203,157	15,888	18,952	23,908	203,156	1	0.0%
41	TOWN CLERK - EXP	30,690	1,472	8,396	1,889	30,684	6	0.0%
42	<b>Sub-Total</b>	<b>233,847</b>	<b>17,360</b>	<b>27,348</b>	<b>25,797</b>	<b>233,840</b>	<b>7</b>	<b>0.0%</b>
43	CONSERVATION - S&W	111,533	9,931	10,391	14,951	111,527	6	0.0%
44	CONSERVATION - EXP	9,746	1,289	134	1,022	6,841	2,905	29.8%
45	<b>Sub-Total</b>	<b>121,279</b>	<b>11,220</b>	<b>10,525</b>	<b>15,974</b>	<b>118,368</b>	<b>2,911</b>	<b>2.4%</b>
46	TOWN PLANNER - S&W	75,104	6,559	6,559	9,839	69,515	5,589	7.4%
47	TOWN PLANNER - EXP	4,406	23	60	1,754	1,928	2,478	58.3%
48	<b>Sub-Total</b>	<b>79,510</b>	<b>6,582</b>	<b>6,619</b>	<b>11,593</b>	<b>71,443</b>	<b>8,067</b>	<b>10.1%</b>
49	BOARD OF APPEALS - S&W	-	-	-	-	-	-	0.0%
50	BOARD OF APPEALS - EXP	710	-	-	108	594	116	16.3%
51	<b>Sub-Total</b>	<b>710</b>	<b>-</b>	<b>-</b>	<b>108</b>	<b>594</b>	<b>116</b>	<b>16.3%</b>

TOWN OF HARWICH  
GENERAL FUND  
FY 2018 4TH QTR SPENDING AND FINAL YTD EXPENSES

<b>TOWN OPERATING BUDGET 2018</b>		<b>Budet FY2018</b>	<b>April 2018</b>	<b>May 2018</b>	<b>June 2018</b>	<b>Actual FY2018</b>	<b>Balance Remaining</b>	<b>Percent Remaining</b>
52	ALBRO HOUSE - EXP	5,430	554	-	211	3,148	2,282	42.0%
53	OLD RECR BUILDING - EXP	6,520	896	70	493	5,321	1,199	18.4%
54	W. HARWICH SCHOOL - EXP	1,400	59	8	54	408	992	70.9%
55	<b>Sub-Total</b>	<b>13,350</b>	<b>1,509</b>	<b>78</b>	<b>758</b>	<b>8,876</b>	<b>4,474</b>	<b>33.5%</b>
56	COMMUNITY DEVELOPMENT - S&W	260,757	15,675	20,848	23,878	218,879	41,879	16.1%
57	COMMUNITY DEVELOPMENT - EXP	10,950	190	1,471	1,543	10,834	116	1.1%
58	<b>Sub-Total</b>	<b>271,707</b>	<b>15,865</b>	<b>22,319</b>	<b>25,421</b>	<b>229,713</b>	<b>41,995</b>	<b>15.5%</b>
59	PUBLIC BUILDINGS REPAIRS	2,133	-	-	-	-	2,133	100.0%
60	TOWN/FIN COM REPORTS	10,000	7,658	-	-	7,658	2,342	23.4%
61	ADVERTISING	24,500	1,689	11,209	1,177	21,671	2,829	11.5%
62	POLICE - S&W	3,746,911	274,709	274,082	442,924	3,567,871	179,039	4.8%
63	POLICE - EXP	618,979	32,051	66,682	72,338	544,305	74,673	12.1%
64	POLICE - CAP OUTLAY	126,000	-	-	6,635	121,482	4,518	3.6%
65	<b>Sub-Total</b>	<b>4,491,889</b>	<b>306,760</b>	<b>340,764</b>	<b>521,897</b>	<b>4,233,659</b>	<b>258,231</b>	<b>5.7%</b>
66	FIRE - S&W	3,785,130	261,461	251,683	584,653	3,525,224	259,906	6.9%
67	FIRE - EXP	465,182	32,288	51,159	48,518	394,875	70,307	15.1%
68	<b>Sub-Total</b>	<b>4,250,312</b>	<b>293,748</b>	<b>302,841</b>	<b>633,172</b>	<b>3,920,098</b>	<b>330,213</b>	<b>7.8%</b>
69	AMBULANCE - S&W	181,634	1,654	13,766	16,769	112,767	68,868	37.9%
70	EMS - EXP	139,882	5,717	7,913	20,739	136,314	3,568	2.8%
71	<b>Sub-Total</b>	<b>321,516</b>	<b>7,371</b>	<b>21,679</b>	<b>37,509</b>	<b>249,081</b>	<b>72,436</b>	<b>22.5%</b>
72	BUILDING - S&W	265,413	18,037	24,254	41,608	249,720	15,693	5.9%
73	BUILDING - EXP	14,488	962	442	2,435	11,349	3,118	21.6%
74	<b>Sub-Total</b>	<b>279,881</b>	<b>18,999</b>	<b>24,696</b>	<b>44,043</b>	<b>261,069</b>	<b>18,811</b>	<b>6.7%</b>
75	EMERG. MGMT - S&W	5,008	761	-	721	2,444	2,564	51.2%
76	EMERG. MGMT - EXP	8,500	51	102	1,253	3,317	5,183	61.0%
77	<b>Sub-Total</b>	<b>13,508</b>	<b>812</b>	<b>102</b>	<b>1,975</b>	<b>5,761</b>	<b>7,747</b>	<b>57.4%</b>
78	NATURAL RESOURCES - S&W	96,346	6,534	6,534	9,801	96,343	3	0.0%
79	NATURAL RESOURCES - EXP	27,600	724	444	20,615	26,998	602	2.2%
80	<b>Sub-Total</b>	<b>123,946</b>	<b>7,258</b>	<b>6,978</b>	<b>30,416</b>	<b>123,341</b>	<b>605</b>	<b>0.5%</b>
81	PLEASANT BAY ALLIANCE	17,343	-	-	-	17,343	-	0.0%
82	TOWN ENGINEER - S&W	174,932	13,926	12,892	19,337	174,256	676	0.4%
83	TOWN ENGINEER - EXP	25,620	-	2,083	6,487	9,831	15,789	61.6%
84	<b>Sub-Total</b>	<b>200,552</b>	<b>13,926</b>	<b>14,974</b>	<b>25,824</b>	<b>184,088</b>	<b>16,465</b>	<b>8.2%</b>
85	HIGHWAY - S&W	2,511,112	184,718	197,762	326,189	2,495,639	15,473	0.6%
86	HIGHWAY - EXP	2,502,785	267,778	170,858	443,548	2,501,442	1,344	0.1%
87	<b>Sub-Total</b>	<b>5,013,898</b>	<b>452,496</b>	<b>368,620</b>	<b>769,738</b>	<b>4,997,081</b>	<b>16,816</b>	<b>0.3%</b>
88	SNOW/ICE - S&W	104,576	64	6	-	104,576	-	0.0%
89	SNOW/ICE - EXP	260,924	18,701	(196)	-	260,924	-	0.0%
90	<b>Sub-Total</b>	<b>365,500</b>	<b>18,765</b>	<b>(190)</b>	<b>-</b>	<b>365,500</b>	<b>-</b>	<b>0.0%</b>
91	STREET LIGHTS	35,000	1,502	2,207	3,110	31,372	3,628	10.4%
92	CEMETERY ADMIN - S&W	63,178	4,605	4,605	6,907	63,203	(25)	0.0%
93	CEMETERY ADMIN - EXP	44,457	596	40,362	337	43,294	1,164	2.6%
94	<b>Sub-Total</b>	<b>107,635</b>	<b>5,201</b>	<b>44,967</b>	<b>7,244</b>	<b>106,496</b>	<b>1,139</b>	<b>1.1%</b>
95	BOARD OF HEALTH - S&W	197,895	12,697	13,342	18,836	170,172	27,723	14.0%
96	BOARD OF HEALTH - EXP	16,210	1,136	925	1,903	16,209	1	0.0%
97	<b>Sub-Total</b>	<b>214,105</b>	<b>13,834</b>	<b>14,267</b>	<b>20,739</b>	<b>186,381</b>	<b>27,724</b>	<b>12.9%</b>
98	COMMUNITY CENTER S&W	165,500	8,216	13,057	21,630	165,498	2	0.0%
99	COMMUNITY CENTER EXP	131,025	2,724	8,497	7,512	131,306	(281)	-0.2%
100	<b>Sub-Total</b>	<b>296,525</b>	<b>10,939</b>	<b>21,554</b>	<b>29,142</b>	<b>296,804</b>	<b>(279)</b>	<b>-0.2%</b>
101	COUNCIL ON AGING - S&W	372,470	25,931	31,082	39,620	372,404	67	0.0%
102	COUNCIL ON AGING - EXP	75,282	5,200	2,775	13,331	63,690	11,592	15.4%
103	<b>Sub-Total</b>	<b>447,752</b>	<b>31,131</b>	<b>33,857</b>	<b>52,951</b>	<b>436,093</b>	<b>11,659</b>	<b>2.6%</b>



**TOWN OF HARWICH  
GENERAL FUND  
FY 2018 4TH QTR SPENDING AND FINAL YTD EXPENSES**

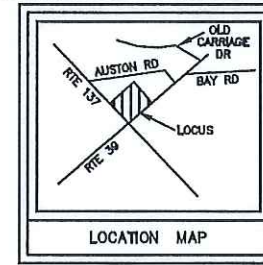
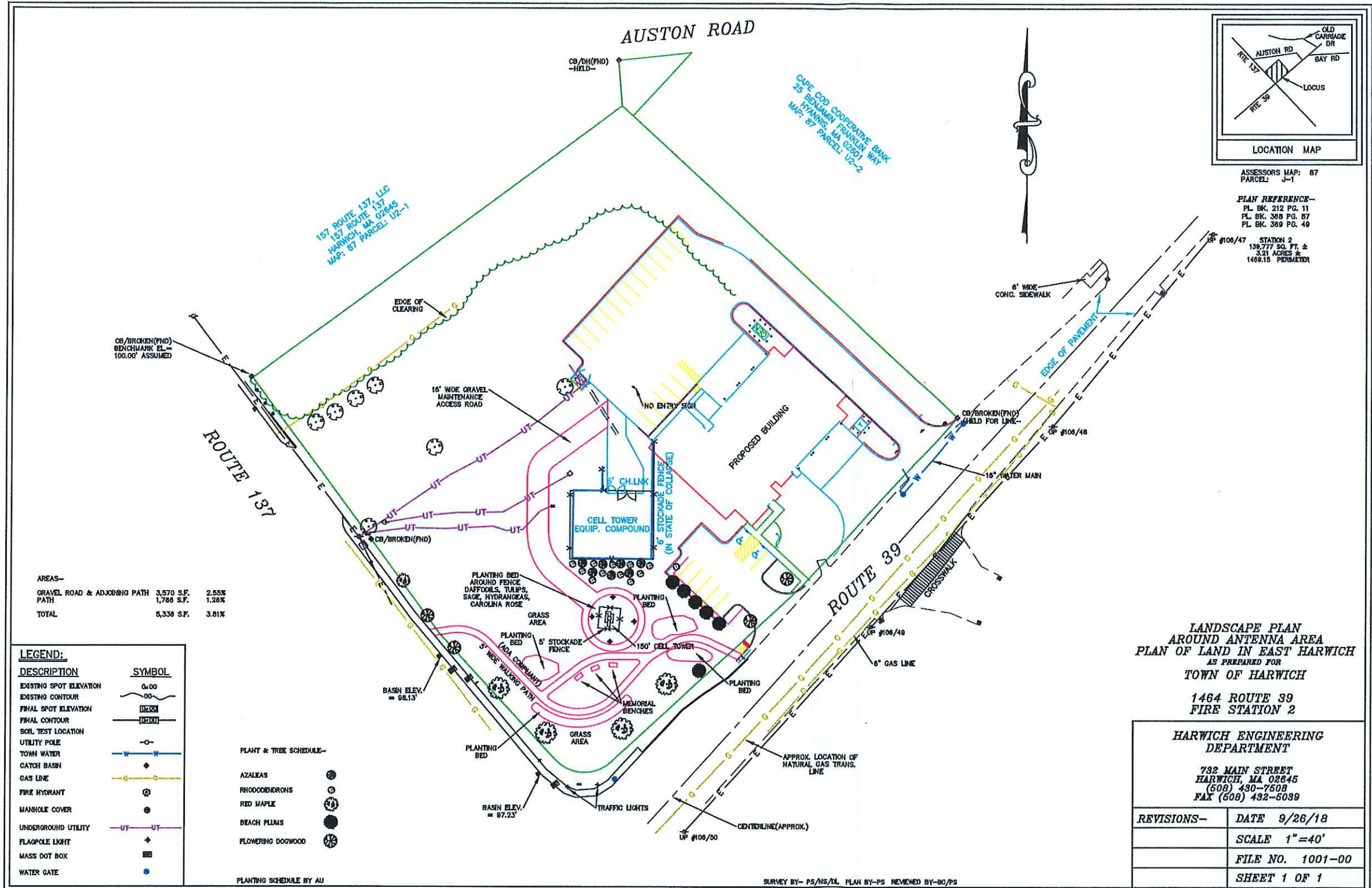
<b><u>TOWN OPERATING BUDGET 2018</u></b>		<b>Budet FY2018</b>	<b>April 2018</b>	<b>May 2018</b>	<b>June 2018</b>	<b>Actual FY2018</b>	<b>Balance Remaining</b>	<b>Percent Remaining</b>
104	YOUTH COUNSELOR - S&W	81,511	6,243	6,243	9,365	81,511	(0)	0.0%
105	YOUTH COUNSELOR - EXP	4,310	229	199	601	4,017	293	
106	<b>Sub-Total</b>	<b>85,821</b>	<b>6,472</b>	<b>6,442</b>	<b>9,966</b>	<b>85,528</b>	<b>293</b>	<b>0.3%</b>
107	VETERANS EXPENSE/BENEFITS	135,434	5,023	4,909	5,159	99,997	35,437	26.2%
108	DISABILTY RIGHT - EXP	300	-	-	-	-	300	100.0%
109	HUMAN SERVICES	79,980	15,120	-	22,370	72,605	7,375	9.2%
110	LIBRARY - S&W	643,283	54,096	53,168	74,084	634,434	8,849	1.4%
111	LIBRARY - EXP	270,765	18,034	22,848	29,258	269,410	1,355	0.5%
112	<b>Sub-Total</b>	<b>914,048</b>	<b>72,131</b>	<b>76,016</b>	<b>103,342</b>	<b>903,844</b>	<b>10,204</b>	<b>1.1%</b>
113	RECREATION - SEASONAL - S&W	177,070	-	-	5,358	174,725	2,345	1.3%
114	RECREATION - S&W	230,767	18,663	16,828	25,287	230,767	0	0.0%
115	RECREATION - EXP	43,412	-	2,005	9,024	41,735	1,677	3.9%
116	RECREATION - CAP OUTLAY	12,000	-	-	-	-	12,000	100.0%
117	<b>Sub-Total</b>	<b>463,249</b>	<b>18,663</b>	<b>18,832</b>	<b>39,668</b>	<b>447,227</b>	<b>16,022</b>	<b>3.5%</b>
118	HARBORMASTER -S&W	293,351	22,373	19,921	38,085	289,846	3,505	1.2%
119	HARBORMASTER - EXP	173,050	5,632	16,016	112,242	171,596	1,454	0.8%
120	<b>Sub-Total</b>	<b>466,401</b>	<b>28,005</b>	<b>35,937</b>	<b>150,326</b>	<b>461,442</b>	<b>4,959</b>	<b>2.0%</b>
121	BROOKS ACAD MUSEUM COMMISSION	12,194	1,375	274	435	10,754	1,440	11.8%
122	HISTORICAL COMMISSION	540	-	-	-	540	-	0.0%
123	HISTORICAL COMMISSION	350	-	-	-	-	350	100.0%
124	<b>Sub-Total</b>	<b>890</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>540</b>	<b>350</b>	<b>39.3%</b>
125	CELEBRATIONS	1,600	-	-	-	1,299	301	0.0%
126	GOLF - S&W	882,530	60,730	84,143	118,604	799,834	82,696	9.4%
127	GOLF - EXP	697,019	44,436	50,076	50,651	621,381	75,638	10.9%
128	GOLF CAP OUTLAY	73,000	-	16,176	-	66,277	6,723	9.2%
129	<b>Sub-Total</b>	<b>1,652,549</b>	<b>105,166</b>	<b>150,395</b>	<b>169,255</b>	<b>1,487,492</b>	<b>165,057</b>	<b>29.4%</b>
130	ELECTRICITY - CVEC	66,255	-	-	66,254	66,254	1	0.0%
131	<b>Total Departmental Budgets</b>	<b>23,315,553</b>	<b>1,665,031</b>	<b>1,711,648</b>	<b>3,152,248</b>	<b>21,976,710</b>	<b>1,338,842</b>	<b>5.7%</b>
132	<b>Total Debt Service (Prin &amp; Int)</b>	<b>2,608,420</b>	<b>900</b>	<b>35,450</b>	<b>537,674</b>	<b>2,598,419</b>	<b>10,001</b>	<b>0.4%</b>
133	STATE ASSESSMENTS	254,386	21,764	21,764	21,731	261,135	(6,749)	-2.7%
134	BARNS CTY RETIREMENT	2,687,106	-	101,640	-	2,884,474	-	0.0%
135	CAPE COD COMMISSION ASSESSMENT	217,944	-	108,972	-	217,944	-	0.0%
136	BARNSTABLE COUNTY ASSESSMENT	197,368	-	-	-	-	-	0.0%
137	UNEMPLOYMENT COMPENSATION	7,748	3,346	971	96	5,087	2,661	34.3%
138	GROUP HEALTH INSURANCE	4,496,110	359,563	714,903	8,564	4,343,270	152,840	3.4%
139	OPEB	53,000	-	-	-	53,000	-	0.0%
140	GENERAL INSURANCE	652,601	10,030	25,536	(4,363)	656,366	(3,765)	-0.6%
141	GENERAL INSURANCE DEDUCTIBLE	5,000	(1,433)	2,000	-	4,603	397	7.9%
142	<b>TOTAL TOWN</b>	<b>34,495,235</b>	<b>2,059,201</b>	<b>2,722,883</b>	<b>3,715,950</b>	<b>33,001,008</b>	<b>1,494,228</b>	<b>4.3%</b>
143	<b>C C REGIONAL TECH HIGH</b>	<b>1,487,362</b>	<b>-</b>	<b>297,472</b>	<b>-</b>	<b>1,487,362</b>	<b>-</b>	<b>0.0%</b>
144	<b>MONOMOY REG. SCH. DISTRICT</b>	<b>24,759,749</b>	<b>-</b>	<b>3,537,107</b>	<b>3,637,107</b>	<b>24,759,749</b>	<b>-</b>	<b>0.0%</b>
145	<b>TOTAL</b>	<b>60,742,346</b>	<b>2,059,201</b>	<b>6,557,462</b>	<b>7,253,057</b>	<b>59,248,119</b>	<b>1,494,228</b>	<b>4.3%</b>

TOWN OF HARWICH  
GENERAL FUND REVENUE

<b>ACTUAL FY 2018 REVENUES</b>	<b>Budget FY2018</b>	<b>Actual FY2018</b>	<b>Amount Over/(Under)</b>	<b>% Remaining</b>
<b>Real Estate &amp; Personal Property Taxes</b>	<b>\$46,774,148</b>	<b>\$46,810,774</b>	<b>\$36,626</b>	<b>0.1%</b>
Local Receipts:				
Excise Tax	1,975,000	2,346,894	\$371,894	18.8%
Hotel/Motel & Meals	962,000	1,098,022	\$136,022	14.1%
Ambulance	1,450,000	1,452,109	\$2,109	0.1%
Waste Disposal	2,380,000	3,110,693	\$730,693	30.7%
Beach, Recreation & Youth	339,750	413,637	\$73,887	21.7%
Harbors & Landings	791,049	929,773	\$138,724	17.5%
Golf Operations	1,830,000	1,856,221	\$26,221	1.4%
Other Local Receipts	1,682,970	2,252,567	\$569,597	33.8%
<b>Total Local Receipts</b>	<b>11,410,769</b>	<b>13,459,915</b>	<b>2,049,146</b>	<b>18.0%</b>
State Aid:				
Cherry Sheet	676,729	670,186	-\$6,543	-1.0%
Other:				
Overlay Surplus	100,000	100,000	\$0	0.0%
Harbor Capital Improvement - Wychmere	110,931	110,931	\$0	0.0%
Cable Fund (Comcast)	143,417	143,417	\$0	0.0%
Septic Loan	17,358	17,358	\$0	0.0%
Water Enterprise Indirect Costs	650,178	650,178	\$0	0.0%
FEMA	13,508	13,508	\$0	0.0%
Road Betterments	49,194	49,194	\$0	0.0%
Allan Harbor Betterments	185,550	185,550	\$0	0.0%
Golf Capital Improvement	82,000	82,000	\$0	0.0%
CPA Funds (Land Bank)	608,950	608,950	\$0	0.0%
Other	0	444	\$444	100.0%
<b>Total Revenue</b>	<b>\$60,822,732</b>	<b>\$62,902,405</b>	<b>\$2,079,673</b>	<b>3.4%</b>

Town of Harwich  
4th Qtr Overtime by Department  
FY 2018

Loc		Employee Gross	Employee Hours
T145 Total	Treasurer/Collector	309.75	6.25
T149 Total	Town Administrator	951.00	18.50
T161 Total	Town Clerk	352.20	8.00
T210 Total	Police	153,809.69	3,068.50
T220 Total	Fire	256,221.09	5,270.00
T421 Total	Highway	22,383.32	584.00
T422 Total	Bldg. Maint.	6,300.00	146.50
T439 Total	Transfer Station	32,425.78	796.00
T450 Total	Water	58,265.28	1,356.00
T492 Total	Cemetery	3,744.21	92.50
T540 Total	Community Center	1,534.47	41.50
T541 Total	Council on Aging	45.48	4.25
T610 Total	Library	74.34	1.50
T630 Total	Recreation	425.39	9.00
T633 Total	Harbor	367.42	12.50
T634 Total	Parks	5,858.61	165.00
T695 Total	Golf	12,434.12	367.50
		<b>555,502.15</b>	<b>11,947.50</b>



ASSESSORS MAP: 87  
PARCEL: J-1

PLAN REFERENCE-  
PL. BK. 212 PG. 11  
PL. BK. 368 PG. 87  
PL. BK. 369 PG. 49

AREAS-

GRAVEL ROAD & ADJOINING PATH	3,570 S.F.	2.55%
PATH	1,766 S.F.	1.28%
TOTAL	5,336 S.F.	3.81%

LEGEND:

DESCRIPTION	SYMBOL
EXISTING SPOT ELEVATION	0.00
EXISTING CONTOUR	00
FINAL SPOT ELEVATION	0.00
FINAL CONTOUR	0.00
SOIL TEST LOCATION	○
UTILITY POLE	○
TOWN WATER	—W—
CATCH BASIN	◆
GAS LINE	—G—
FIRE HYDRANT	⊙
MANHOLE COVER	●
UNDERGROUND UTILITY	—UT—
FLAGPOLE LIGHT	⊕
MASS DOT BOX	■
WATER GATE	●

PLANT & TREE SCHEDULE-

AZALEAS	⊙
RHODOENDRONS	⊙
RED MAPLE	⊙
BEACH PLUMS	⊙
FLOWERING DOGWOOD	⊙

PLANTING SCHEDULE BY AU

LANDSCAPE PLAN  
AROUND ANTENNA AREA  
PLAN OF LAND IN EAST HARWICH  
AS PREPARED FOR  
TOWN OF HARWICH  
1464 ROUTE 39  
FIRE STATION 2

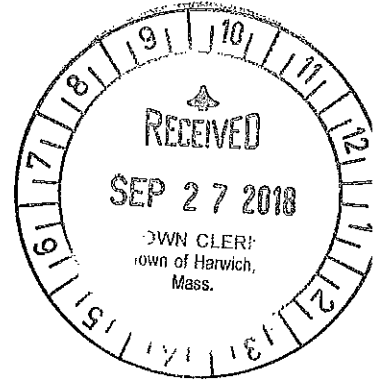
HARWICH ENGINEERING  
DEPARTMENT

792 MAIN STREET  
HARWICH, MA 02645  
(508) 430-7508  
FAX (508) 432-6039

REVISIONS-	DATE
	9/26/18
	SCALE 1"=40'
	FILE NO. 1001-00
	SHEET 1 OF 1

SURVEY BY- PS/HS/DL PLAN BY-PS REVIEWED BY-BO/PS

Selectmen's Interview/Nominations Subcommittee  
Selectmen's Office, Town Hall  
Wednesday, October 3, 2018  
9:00 a.m.



**AGENDA**

I. **CALL TO ORDER**

II. **NEW BUSINESS**

A. Interview applicant(s) for various committee vacancies including, but not limited to:

1. Affordable Housing Trust
2. Historic District/Historical Commission

C. Miscellaneous discussion regarding appointments and/or procedure

III. **ADJOURNMENT**

*\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business."*

*If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact the Selectmen's Office at (508) 430-7512 ext. 2*

Authorized Posting Officer:

Posted by: Sandra Robinson  
Town Clerk

Sandra Robinson  
Sandra Robinson, Admin. Secretary

Date: September 27, 2018

**Recommendations from INTERVIEWS – Wednesday, October 3, 2018 – 9:00 am**

<u>TIME</u>	<u>APPLICANT:</u>	<u>VACANCY</u>	<u>TERM</u>
9:00 am	Brendan Lowney	<u>Historic District/Historical Commission</u> 1 full member vacancy (6/30/19) 3 Associate vacancies  <u>Affordable Housing Trust</u> 3 members from the community	Full position to expire 6.30.19  Awaiting further interviews
9:15 am	Judith Underwood	<u>Affordable Housing Trust</u> 3 members from the community	Full position to expire 6.30.21





9:00 am



**CITIZEN'S COMMITTEE VACANCY FORM  
VOLUNTEER NOW -- SERVE YOUR COMMUNITY**

Town government needs citizens who are willing to give time in the service of their community. This form was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees and Commissions

Vacancy Forms are updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZEN'S COMMITTEE VACANCY FORM  
BOARD OF SELECTMEN  
732 Main Street, Harwich, MA 02645**

Name Brendan Lowney Street/P.O. Box 25 Pleasant Lake Ave. Town Harwich Zip 02645

Occupation Project Manager Email \_\_\_\_\_ Telephone \_\_\_\_\_

**(LIST IN ORDER OF PREFERENCE)**

**PLANNING AND PRESERVATION**

- Agricultural Commission
- \*Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- \*Conservation Commission
- Cultural Council
- Historical/Historic District Commission
- \*Planning Board
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Harwich Energy Committee
- OTHER New Housing Trust

**OTHER**

- \*Board of Assessors
- \*Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Disability Rights Committee
- Finance Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Saquatucket Development Committee
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Wastewater Support Committee
- Youth Services Committee
- Voter Information Committee

**RECREATION**

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

**\* Please include a resume with form**

# Brendan J. Lowney

## QUALIFICATIONS

---

- A highly organized and detail-orientated contractor with 18 years experience providing thorough and skillful remodeling and supervising needs
- Dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve project goals
- An independent and self-motivated professional able to foster positive relationships with clients and colleagues at all organizational levels

## EMPLOYMENT EXPERIENCE

---

### CAPE ASSOCIATES INC.

Yarmouth, MA

*Project Manager & Service Department Head*

2016 - Present

- Provide continued service to all Cape towns and the Islands
- Supervising employees and sub-contractors while working with designers and architects
- Manage Yarmouth Service Department and remodeling projects up to \$800,000
- Handle sales, contracts, change orders, purchasing and onsite installations
- Yearly sales goal of \$1.2 million with yearly management goal of \$1.5 million

2017 Cape Associates "Commitment Award"

2017 BRAGB Gold Prism Award "Project Manager of the Year"

### BJRL PAINTING AND REMODELING CO.

Harwich, MA

*Owner*

2009 - 2016

- Provide continued service to a strong customer base in downtown Boston
- Supervising sub-contractors while working with designers and architects
- Manage high-end kitchen, bath remodels and home remodels
- Handle sales, contracts, change orders, purchasing and onsite installations
- Offer Handyman service to all levels of customer base
- Incorporated in 2014

### CATCHLIGHT INC.

Brookline, MA

*Estimator, Sales and Project Supervisor*

2012 - 2013

- Responsible for estimating high-end residential painting and carpentry work
- Estimated and secured 35% of company's \$1.4M annual work in first year
- Consistently maintained a job gross profit above company's average of 52%
- Contributed \$150,000 from personal customer base in first six months
- Supervised 13 full-time employees in the field
- Worked directly with owner on all production matters
- Attended BNI, Rotary and PDCA paint related seminars and conferences

### BERKELEY CONTRACTING

Boston, MA

*General Partner/Field Supervisor*

2008 - 2010

- Handled daily operations, estimates, and customer relations
- Supervised projects, employees, and trade sub-contractors
- Modernized accounting with QuickBooks and credit card software
- Completed 120 plus jobs

**BJRL PAINTING AND REMODELING CO. LLC**Boston, MA  
2001 - 2009*General Partner*

- Handled daily operations, estimates, and customer relations
- Expanded painting to remodeling kitchens and bathrooms
- Supervised projects, employees, and trade sub-contractors
- Modernized accounting with QuickBooks and credit card software
- Interacted with condo associations and design professionals
- Conducted remodeling jobs from \$2,500 to \$250,000

**HAMMOND RESIDENTIAL REAL ESTATE**Boston, MA  
2000 - 2002*Rental Sales Broker*

- Opened and oversaw new rental branch without direct supervision
- Developed relations with colleagues and created a client network

**MOBIL OIL CORPORATION**Greater Boston and Cape, MA  
1999-2000*Manager*

- Managed three corporate owned stations with convenience stores in Wellesley, Ashland, and Yarmouth, MA

**EDUCATION**

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**Northeastern University**Boston, MA  
1990 – 1995

Bachelor of Arts Candidate, Political Science; Business Minor

Home Improvement Contractor

Licensed Real Estate Salesperson (Inactive)

BRAGB Builders Licensing course complete

OSHA 10 Hr. Card

Lead-Safe Renovator Supervisor certification

Lead-Safe Renovator Supervisor Moderate Risk De-leading Option certification

Building Code Enforcement Official Certification approval

Andersen Window Certified Installer

**Awards**

2017 Cape Associates Commitment Award

2017 BRAGB Gold Prism Award “Project Manager of the Year”

**SKILLS**

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- Proficient in Microsoft Word, Excel, PowerPoint, Outlook, QuickBooks (contractor edition), Sage ACT Pro (client database/marketing software) and Internet applications

*References available upon request*

9:15



### CITIZEN'S COMMITTEE VACANCY FORM VOLUNTEER NOW -- SERVE YOUR COMMUNITY

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Vacancy Forms are updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZEN'S COMMITTEE VACANCY FORM**  
**BOARD OF SELECTMEN**  
732 Main Street, Harwich, MA 02645

Name Judith Underwood Street/P.O. Box 220 Sisson Town Harwich Zip 02645

Occupation Entrepreneur Email \_\_\_\_\_ Telephone \_\_\_\_\_

(LIST IN ORDER OF PREFERENCE)

#### PLANNING AND PRESERVATION

- Agricultural Commission
- \*Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- \*Conservation Commission
- Cultural Council
- Historical/Historic District Commission
- \*Planning Board
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Harwich Energy Committee
- OTHER Housing Trust

#### RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

#### OTHER

- \*Board of Assessors
- \*Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Disability Rights Committee
- Finance Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Saquatucket Development Committee
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Wastewater Support Committee
- Youth Services Committee
- Voter Information Committee
- Municipal Revenue & Economic Development Committee

\* Please include a resume with form

## **Sandy Robinson**

---

**From:** Amy Usowski  
**Sent:** Monday, October 01, 2018 6:14 PM  
**To:** Sandy Robinson  
**Subject:** BOS Oct 9 agenda

**Hi Sandy,**

Hoping this can be on the consent agenda next week. It was somehow overlooked a couple of years ago when we acquired the two properties for conservation. HCT would hold the restriction. I can get you the paperwork if Mike Lach hasn't already.

**Harwich Conservation Trust, Weston Woods Rd/Island Pond Trail & 0 Depot Street.** Obtain signature approval of two conservation restrictions.

Amy Usowski  
Conservation Administrator  
Town of Harwich  
(508)430-7538



TOWN OF

HARWICH

*732 Main Street  
Harwich, MA 02645*

CONSERVATION COMMISSION

(508)-430-7538 FAX (508)430-7531

**October 2, 2018**

**To: The Harwich Board of Selectmen  
From: The Harwich Conservation Commission**

**RE: Conservation Restrictions**

At their meeting on September 19, 2018, the Harwich Conservation Commission voted to recommend that the Harwich Conservation Trust hold the Conservation Restrictions on two properties that were acquired by the Town for Conservation Purposes in recent years. The first is 4.1 acres of land located at 0 Depot Street in West Harwich, formerly known as the 'Hall Property,' which connects to the Bells Neck Conservation Area. The second is approximately 2 acres of land near Weston Woods Road and Island Pond Trail, formerly known as the 'Sutphin Property,' which is now part of the Island Pond Conservation Area.

The purpose of the restrictions are to better preserve the properties, maintain them in a natural state, and prevent any uses on them that would impair or interfere with their conservation values.

The Conservation Commission hopes that the Board of Selectmen looks favorably upon the Harwich Conservation Trust holding the Conservation Restrictions on these properties.



O. Depot

COPY

WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA

In Witness Whereof, on this 19 day of Sept., 2018, the Town of Harwich, acting by and through its Conservation Commission pursuant to the authority granted under Chapter 293 of the Acts of 1998, as amended, and Article 33 of the Annual Town Meeting held on May 4, 2015, at a public meeting, hereby grants the foregoing Conservation Restriction to the Trustees of Harwich Conservation Trust and certifies that the Conservation Restriction is in the public interest.

TOWN OF HARWICH  
CONSERVATION COMMISSION

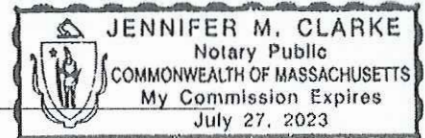
[Signature]  
[Signature]  
[Signature] [Signature]

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 20 day of September, 2018, before me, the undersigned Notary Public, personally appeared the above-named Bradford Chase, Chairman of the Conservation Commission, 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 to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich Conservation Commission.

[Signature]  
Notary Public  
My commission expires:



567667.2/HARW/0186

COPY

In Witness Whereof, on this 19 day of Sept., 2018, the Town of Harwich, acting by and through its Conservation Commission pursuant to the authority granted under Chapter 293 of the Acts of 1998, as amended, and Article 4 of the Special Town Meeting held on May 6, 2014, hereby votes, at a public meeting, to grant the foregoing Conservation Restriction to the Trustees of the Harwich Conservation Trust and certifies that the Conservation Restriction is in the public interest.

TOWN OF HARWICH  
CONSERVATION COMMISSION

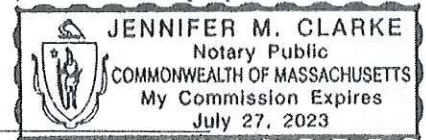
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_

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[Signature]  
Notary Public  
My commission expires:



## **Sandy Robinson**

---

**To:** JOHN MARTENS  
**Subject:** RE: Winter boat storage.

**From:** JOHN MARTENS [mailto:johnwmartens1@comcast.net]  
**Sent:** Tuesday, October 02, 2018 2:40 PM  
**To:** Sandy Robinson <srobinson@town.harwich.ma.us>  
**Subject:** Winter boat storage.

Dear Board of Selectmen ,

I would like the opportunity to speak to the Board of Selectmen at their 09 October meeting regarding storing our boat for the winter at Saquatucket Harbor.

Our boat is a 41 foot sailing catamaran with a 21 foot beam. It requires a unusually wide ramp to haul out and cannot be transported over the road.

There are only three places we can haul out for the winter on Cape Cod. Sandwich is full and Wellfleet as of 2016 only allows commercial vessels.

The boat was stored at Saquatucket the winter of 2016-2017. At that time it was understood this was to be an annual arrangement. The boat has spent the last two summers at Stage Harbor in Chatham.

Last year due to construction and other factors we were unable to haul out at Saquatucket. This was expected to be worked out and/or completed by Fall 2018. Our boat spent last winter tied to a dock at Harwich Port Marine.

The boat must be hauled out this year for routine maintenance and safety checks. There will be no power washing. I require no electricity. The boat is fully insured and I can provide proof of insurance.

When we were at Saquatucket in 2016 it worked out well since we live nearby and were able to check on the boat often.

We hope you will allow me to be heard at the meeting. As we are in a unique situation due to our limitations, the Harbormaster advised that we speak with the Board of Selectmen.

Respectfully,

John Martens

cell #508-237-7804



**Grantor: Town of Harwich**

**Grantee: Trustees of the Harwich Conservation Trust**

**Property Address: 0 Depot Street, Harwich MA**

**Title: Certificate of Title No. 208719 in Barnstable Registry District of the Land Court**

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### CONSERVATION RESTRICTION

**THE TOWN OF HARWICH**, a Massachusetts municipal corporation with an address at Town Hall, 732 Main Street, Harwich, Massachusetts, 02645, acting by and through its Conservation Commission and Board of Selectmen, its successors and assigns holding any interest in the Premises (hereinafter "Grantor"), acting pursuant to the provisions of M.G.L. c.184, Sections 31-33, for nominal consideration paid, grants to Thomas M. Evans, Colin A. Leonard, Donna J. Peterson, Edward Rubel, William R. Schumann, Andrea Silbert, Matthew Cushing, Jonathon Idman, Bruce Nightingale, and Nancy Poor, as **TRUSTEES 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 permitted assigns, (hereinafter "Grantee"), with quitclaim covenants, IN PERPETUITY and exclusively for conservation purposes, the following described **CONSERVATION RESTRICTION**, on a parcel of registered land totaling approximately 4.1 acres, located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, said parcel being described in Exhibit A and shown on Exhibit B, both of which are attached hereto, said parcel hereinafter referred to as the "Premises."

Purposes: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws. The purpose of this Conservation Restriction is to assure that the Premises will be preserved for conservation purposes, and be maintained in perpetuity, substantially in a natural, scenic and open condition and to prevent any use of the Premises that would materially impair or interfere with the conservation values thereof. This Conservation Restriction will yield a significant public benefit because the Premises' protection will advance the following policies and objectives:

WHEREAS, the Town of Harwich, at a duly called Annual Town Meeting held on May 4, 2015, acting on Article 33 of the Warrant, voted to authorize the Board of Selectmen to acquire the Premises to be managed and controlled by the Conservation Commission of the Town of Harwich for conservation and passive recreation purposes, and to appropriate funds for the purchase of the Premises pursuant to Chapter 149, §298 of the Acts of 2004, as amended by Chapter 352, §§129-133 of the Acts of 2004 (so-called "Barnstable County Community Preservation Act"), and to authorize the Board of Selectmen to grant to the Harwich

*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION*  
*Harwich MA*

Conservation Trust a perpetual Conservation Restriction on said land as authorized by Massachusetts General Laws, Chapter 184, Sections 31-33, allowing conservation and passive recreation uses described in Massachusetts General Laws, Chapter 40, Section 8C, an attested copy of which vote is attached hereto as Exhibit B; and,

WHEREAS, the Massachusetts Endangered Species Act, M.G.L. c. 131A protects rare species and their habitats, and the Massachusetts Natural Heritage and Endangered Species Program (“MNHESP”) has designated as Priority Habitats the known geographical extent of habitat for state-listed rare plant and animal species; and,

WHEREAS, in 2010, the Massachusetts Department of Fish and Game and The Nature Conservancy’s Massachusetts Program published a report entitled *BioMap2: Preserving the Diversity of Massachusetts in a Changing World*, which identified Core Habitat areas “critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth;” and identified Critical Natural Landscape areas that complement Core Habitat areas; and

WHEREAS, in 2003, the Statewide Land Conservation Plan was drafted, which identifies the most significant available, undeveloped and unprotected open space lands needed to protect, among other things, biodiversity habitats; and the Premises is identified a such land; and,

WHEREAS, in July 1991 the Barnstable Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan*, amended in 1996, 2002 and 2009, which provided, *inter alia* (references are to the 2009 Plan):

- Wetlands Goal to “preserve and restore the quality and quantity of inland and coastal wetlands and its buffers on Cape Cod” (WET1);
- Wildlife and Plant Habitat Goal to “prevent loss or degradation of critical wildlife and plant habitat...and to maintain existing populations and species diversity” (WPH1); stating that “renewed commitment to protect the most ecologically sensitive undeveloped lands through land acquisition and other permanent conservation measures is also warranted;”
- Open Space and Recreation Goal to “preserve and enhance the availability of open space that provides wildlife habitat...and protects the region’s natural resources and character” (OS1) with a recommended Town Action of working with “local land conservation organizations to identify, acquire by fee simple or conservation restriction, and manage open space to meet projected community needs. Priority should be given to the protection of significant natural and fragile areas as identified on the Cape Cod Significant Natural Resource Areas map;” and,

WHEREAS, the 2009 *Regional Policy Plan* includes a Significant Natural Resources Areas Map, which shows, among other things, rare species habitat, priority natural communities, wetlands, and critical upland areas; and,

WHEREAS, the Town of Harwich developed an *Open Space and Recreation Plan*, updated in 2010, which identified the town’s natural resource needs and established goals, objectives and action plans, including:



WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA

- Goal II: Identify Future Open Space Purchases
  - *Objective 1*. Identify parcels for acquisition...that would contribute to the town's open space goals and objectives. Encourage acquisition of parcels that abut existing conservation and open space land. Particular emphasis should be placed on: ...Rare species habitat and other critical habitat and natural communities..., diadromous fish runs, and unfragmented forest habitat adjacent to previously protected open space.
- Goal IV: Enhance Trail Systems Within Open Space Areas
- Goal VI: Preserve and Enhance the Following Natural Resources: Groundwater
  - and Surface Water; Coastal Water and Adjacent Shoreline Areas; Inland and
  - Coastal Wetlands; and Wildlife and Plant Habitats
  - *Objective 2*. Preserve and improve the ecological integrity of marine and fresh surface waters.
  - *Objective 8*. Preserve, protect and enhance the quality and quantity of inland and coastal wetlands in Harwich
  - *Objective 9*. Continue to prevent the loss or degradation of critical wildlife and plant habitats, minimize the impact of new development on wildlife and plant habitats, and maintain existing populations and species diversity
- Goal VIII: Preserve and Enhance Unique Natural and Manmade Features and Resources
- Goal IX: Preserve and Enhance Opportunities for Passive and Active Recreation to Meet the Needs of Both Residents and Visitors; and,

WHEREAS, the Town of Harwich has adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1991, which specified that purposes of a conservation restriction could include the following:

- to prevent disturbance of wetlands;
- to prevent the cutting of trees or forests;
- to preserve important natural habitats and rare species;
- to limit or prevent construction on land of natural resource value; and

WHEREAS, preservation of the Premises satisfies each of these enumerated objectives because:

- 1) The Premises consists of approximately 4.1 acres of upland along approximately 727 feet of the Herring River/ West Reservoir;
- 2) Virtually the entire Premises is in *BioMap2 Critical Natural Landscape* areas (Wetland Buffer, Tern Foraging, Coastal Adaptation, and Aquatic Buffer);
- 3) Approximately 50% of the Premises is included within *BioMap2 Core Habitat* areas (Species of Conservation Concern, Wetlands, and Aquatic Core);
- 4) The entire Premises is within an *MNHESP Priority Habitat for Rare Species*;
- 5) Preserving the Premises helps protect the Herring River, in which alewife, blueback herring and American eel migrate, all of which are *Species of Concern* under the federal Endangered Species Act review process;
- 6) About 90% of the Premises is within the *Statewide Land Conservation Plan*;
- 7) The Premises is mapped in the Regional Policy Plan as a *Significant Natural Resources Area*;



*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA*

- 8) The Premises is part of a Massachusetts Rivers Protection Act designated *Riverfront Area* of the Herring River;
- 9) The Premises abuts the (250-acre, more or less,) Town of Harwich Bells Neck Conservation Area;
- 10) The Premises will be open to the public for conservation and passive recreation purposes;
- 11) The Premises is a substantial contributing element to the overall scenic character of the area by being maintained predominantly in its natural condition; and,

WHEREAS, accordingly, the Premises possess significant open, natural, and scenic values (collectively, "conservation values") of great importance to Grantee and the people of Harwich and the Commonwealth of Massachusetts; and,

WHEREAS, the Town of Harwich has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area; and,

WHEREAS, Grantee is a publicly-supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes; and is qualified to hold conservation restrictions in perpetuity; and,

WHEREAS, Grantor intends, as owner of the Premises, to convey to Grantee the right to preserve and protect the conservation values of the Premises in perpetuity.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee voluntarily agree that the CONSERVATION RESTRICTION described herein is an appropriate means to achieve the community's open space goals and objectives and to protect and enhance natural and scenic values of Cape Cod.

The terms of this Conservation Restriction are as follows:

A. Prohibited Acts and Uses. Except as to reserved rights set forth in Section B below, Grantor will neither perform nor permit others to perform the following acts or uses, which are prohibited on, above and below the Premises:

- 1) Construction or placing or allowing to remain of any temporary or permanent building, structure, facility or improvement, including but not limited to any dwelling unit or habitable living space, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, solar array, antenna, tower, windmill, water tower, water storage tank, well, or other structure or facility on, under or above the Premises;
- 2) Construction of any roads or driveways through or on the Premises, or the clearing of vegetation, or the addition, removal or movement of soil for such purpose;
- 3) Mining, excavating, dredging or removing from the Premises of soil, loam, peat,

*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA*

- gravel, sand, rock or other mineral resource or natural deposit, or altering the topography thereof;
- 4) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
  - 5) Cutting, mowing, removing or otherwise destroying trees, grasses or other vegetation;
  - 6) Activities detrimental to drainage, flood control, water or soil conservation, erosion control or the quality of surface or ground water;
  - 7) The use, parking or storage of motorcycles, motorized trail bikes, all-terrain vehicles, snowmobiles and all other motor vehicles, except motorized wheelchairs, or as necessary by police, firemen or other governmental agents in carrying out their lawful duties or for purposes of upkeep, maintenance and habitat management of the Premises;
  - 8) Any commercial recreation, commercial agriculture, or business, residential or industrial use; any animal husbandry or horse paddocking or stables, paddocks, grazing areas or enclosures and the storage or dumping of manure or other animal wastes;
  - 9) Hunting or trapping;
  - 10) Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features. An activity shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to Massachusetts Historic Commission (“MHC”) and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources;
  - 11) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the intent to keep the Premises in single ownership;
  - 12) All development rights in the Premises are terminated and extinguished by this Conservation Restriction; and the Premises may not be used for the purpose of calculating the amount of Grantor’s or any other land available for additional subdivision or calculating the building requirements on this or any other land owned by Grantor or any other person; and,
  - 13) Any other use of the Premises which is inconsistent with the purposes of this



Conservation Restriction or that would materially impair its conservation values.

B. Reserved Rights and Exceptions. The Grantor reserves the right to conduct or permit the following uses and activities on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction.

- 1) For passive recreation, which for the purposes of this Paragraph shall mean any activity of enjoyment that can be casually performed outdoors with minimum disturbance of an area's natural condition, and in accordance with Section E such as walking, jogging, cross-country skiing, bird watching, hiking, wildlife observation, nature study, photography, sketching and painting and such other consistent activities that do not materially alter the landscape, or do not degrade environmental quality. Use of motorized wheelchairs or other means of mobility assistance by persons with disabilities is permitted;
- 2) Active measures taken, with Grantee's permission, in order to prevent unauthorized vehicle entry and dumping;
- 3) The creation, modification, use and abandonment of foot trails, said trails shall not exceed five (5) feet in width and shall not be paved; and the placement of simple sitting benches along the trails to encourage passive recreational use;
- 4) The erection and maintenance of wooden split-rail or comparable open-faced (i.e., sight-pervious) fencing no more than six (6) feet in height, and designed to allow for the passage of small wildlife, in connection with the creation and maintenance of foot trails, for public access, and private property demarcation;
- 5) The right to install temporary or permanent boundary monuments;
- 6) The right to control and remove invasive or nuisance plant species in a manner designed to affect the targeted species and minimize damage to the non-target species and preserve water quality;
- 7) With prior written permission of Grantee, the pruning or cutting down of live trees and other vegetation only as necessary to control or prevent an identified disease, infestation or other hazard to the health of the trees, in conformance with accepted forestry management practices, for storm clean-up, for safety reasons to prevent injury to persons or damage to property, and to create and maintain trails;
- 8) The right, in conjunction with Sections B. 6 and 7 above, to store timber or vegetative debris originating on the Premises provided that such timber and/or debris are stored in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

- 9) The erection and maintenance of signs and educational kiosks identifying Grantor and Grantee, the Premises' boundaries and its status as conservation land, the restrictions on the use of the Premises, the identity or location of trails, areas of interest, natural features or other characteristics, including the historical significance, of the Premises, or for providing other like information. Signage will be subject to any applicable regional or local approvals;
- 10) With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species. Grantee may require the request to be accompanied by a plan of such measures;
- 11) The right to conduct survey, documentation and archaeological field investigations for historic and/or archaeological resource management, conservation of historic and/or archaeological resources, research, and/or planning undertaken in accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist, or successor official, and the concurrence of Grantee pursuant to the notice provisions of Paragraph C herein. Said approved activities may include systematic excavation and removal of archaeological samples and specimens. In addition, and with prior notice to the other party, Grantor and Grantee shall have the right to allow scientific and educational research to be conducted on the Premises, including supervised group use; provided, however, such activities shall not involve disturbance to the Premises. The construction, use, maintenance and repair of temporary structures required or necessary to undertake the activities permitted under this Section B.11, is permitted, provided the erection and placement of said structures shall in each instance be subject to Grantee approval pursuant to the notice provisions of Section C herein, and provided further said structures shall be removed as soon as the activities for which they were erected are completed; and,
- 12) Grantor agrees that, for any work undertaken in conjunction with the reserved rights mentioned above in this Section B, Grantor shall use good faith efforts to minimize unnecessary disturbance within the Premises. Upon completion of any site work performed in conjunction with this Section B, Grantor shall use good faith efforts to restore any disturbed areas substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work. Grantee acknowledges that Grantor's obligations hereunder are dependent on appropriation of funds for such purposes.
- 13) Permits. The exercise of any right or obligation reserved by Grantor under this Section B shall be in compliance with all permitting requirements, the then-current Zoning By-Laws of the Town of Harwich, the Wetlands Protection Act (Massachusetts General Laws Chapter 131, Section 40), and all other applicable federal, state and local laws, rules, regulations and permits. The inclusion of any reserved right in this Section B requiring a permit from a public agency does not imply that Grantee or the Commonwealth takes any position on whether such



permit should be issued.

C. Notice and Approval. Whenever notice to or approval by the Grantee is required under the provisions herein, the Grantor shall notify the Grantee in writing not less than sixty (60) days prior to the date the Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes and performance standards of this Conservation Restriction. Where the Grantee's approval is required, the Grantee shall grant or withhold its approval in writing within sixty days (60) days of receipt of the Grantor's written request therefore. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within sixty (60) days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after sixty (60) days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

D. Extinguishment. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, with Grantee's permission, and after review and approval through any process established under Article 97 of the Constitution of the Commonwealth, and after review by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section D.1. below, subject, however, to any applicable law that expressly provides for a different disposition of the proceeds or to the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

1) Proceeds. The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise to a legal interest in the Grantee for purposes of enforcing the terms of this Conservation Restriction. If any occurrence gives rise to extinguishment or other release of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal or other expenses, if any, associated with the recovery of said proceeds. The remaining balance of said proceeds shall be distributed to the Grantor, after complying with the terms of any gift, grant or funding requirements, including the provisions of the Barnstable County Community Preservation Act. If the conservation interests protected hereby are unaffected by the taking, the only interest taken by the public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by the Conservation Restriction, then the proceeds from such taking shall be payable in their entirety to the Grantor.

2) Grantor/Grantee 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 Grantee 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 Grantee under this paragraph shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed to the Grantor as noted below.

3) Grantor's Use of Proceeds. Any remaining balance of said proceeds accruing to the Grantor shall be deposited into the Grantor's open space account of the Community Preservation Fund (CPF) for purchase of interests in land in accordance with the Barnstable County Community Preservation Act. Should the Grantor's CPF no longer exist for any reason, the funds shall be applied to the acquisition of additional interests in land for conservation or passive recreation purposes to the extent permissible under General Laws, Chapter 44, Section 63.

E. Access. Grantor hereby grants the following rights of access to the Premises:

- 1) To the Public: The Grantor shall have the right to permit public use of the Premises generally for quiet passive recreation purposes such as walking, jogging, cross-country skiing, bird watching, hiking, wildlife observation, nature study, photography, sketching and painting, and other similar activities, subject to Grantor's reasonable rules and regulations that Grantor may adopt from time to time. Bicycling, horseback riding and other non-pedestrian access are not permitted due to the sensitive habitat.

The terms and conditions of public access shall be determined by Grantor and shall be subject to the rules and regulations of Grantor. Visitors may be ejected at any time by Grantor for unseemly or loud activities, or failure to abide by the rules and regulations of Grantor.

- 2) To Grantee: Grantee and its representatives are granted the right to enter the Premises (a) after reasonable notification, at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance with the provisions of this Conservation Restriction; (b) after sixty (60) days prior written notice (or, in an emergency imminently threatening public safety and/or materially impairing the purposes of this Conservation Restriction, in which case Grantee shall give such notice as is practicable), to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless Grantor has prior to the expiration of said sixty (60) days given written notice to Grantee reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation.

F. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition at the time of this grant (it being agreed that Grantee shall have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee for any violations of this Conservation Restriction



by Grantor. Prior to instituting litigation to enforce any violations of this Conservation Restriction, however, Grantee shall first notify Grantor and request Grantor to remedy the violation. If the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to meet and resolve the dispute before litigation is commenced, but only if Grantor has ceased the activity and is making good faith efforts to remedy the violation. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and permanent monumentation of the boundaries.

Grantee shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction caused by trespassers or other third persons other than Grantor and/or its agents or employees. Grantor agrees to use good faith efforts to deter violations of this Conservation Restriction by others and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons, provided, however, that Grantor shall not be required to bring legal or equitable action against such persons or expend funds in excess of an appropriation for that purpose.

Grantor and the successors and assigns of Grantor covenant and agree, to the extent permitted by law, to reimburse Grantee for all reasonable costs and expenses (including, without limitation, reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof by Grantor, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

Grantor and its successors and assigns shall each be liable under this paragraph for only such violations of this Conservation Restriction as may occur during their respective periods of ownership of the Premises. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents, including compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver of such rights.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor, for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, natural erosion, or from any prudent action taken by Grantor, under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's independent rights to pursue any third party for damages to the Premises from vandalism, trespass, or any other violation of the terms of this Conservation Restriction. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises in PERPETUITY and shall be enforceable against Grantor, its successors and assigns holding any interest in the Premises. Grantee is authorized to record or file any



*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA*

notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and Grantor on behalf of its successors and assigns, appoints Grantee as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, Grantor and its successors and assigns agree themselves to execute any such instrument upon request.

The benefits of this Conservation Restriction shall run to the Grantee and shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time when all of the following conditions are satisfied:

- (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out,
- (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws as a donee eligible to receive this Conservation Restriction directly;
- (iii) Grantee complies with the provisions required by Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable; and
- (iv) The grantee is not the owner of the fee in and to the Premises.

I. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other recordable legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction, shall survive the transfer. Any new owner 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.

J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding an interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to the transfer, and liability for the transfer itself if the transfer is a violation of this Conservation Restriction, shall survive the transfer.

K. Estoppel Certificates. Upon request by Grantor, Grantee shall, upon twenty (20) days notice, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.



L. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Barnstable County Registry of Deeds.

M. Miscellaneous Provisions.

- 1) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- 2) Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of its purposes and the purposes of Massachusetts General Laws Chapter 184, Sections 31 through 33. 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.
- 3) Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- 4) Entire Agreement. This obligation 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.
- 5) Joint Obligation. The obligations imposed by this Conservation Restriction upon any parties that from time to time together comprise "Grantor" shall be joint and several.
- 6) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 7) 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 agrees that it will not take title, to any part of the Premises, without first having assigned this Conservation Restriction to a non-fee

*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA*

owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations hereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

- 8) Excise. No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1, as a municipality is a party to this instrument.
- 9) Pre-existing rights: Approval of this Conservation Restriction pursuant to Massachusetts General Laws Chapter 184, Section 32 by any municipal officials, the Secretary of the Executive Office 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.

N. 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, addressed as follows:

To Grantor: Town of Harwich Conservation Commission  
Town Hall, Main Street  
Harwich MA 02645

To Grantee: Harwich Conservation Trust  
P.O. Box 101  
South Harwich MA 02661

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

O. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Restriction is recorded in the official records of the Barnstable County Registry of Deeds, after all signatures required by Section 32, Chapter 184 of the Massachusetts General Laws have been affixed hereto. This document shall be recorded in a timely manner upon execution by all parties.

P. Attachments. Attached hereto and incorporated herein by reference are the following:

Signature pages, signed by:

Harwich Conservation Commission  
Harwich Board of Selectmen

*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA*

Harwich Conservation Trust (Acceptance of Grant)  
Secretary of the Executive Office of Energy and Environmental Affairs  
(Approval of Conservation Restriction)

Exhibit A: Premises Description  
Exhibit B: Plan of Premises  
Exhibit C: Harwich Town Meeting Vote

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*WEST RESERVOIR/HERRING RIVER WOODLANDS CONSERVATION RESTRICTION  
Harwich MA*

In Witness Whereof, on this \_\_\_\_ day of \_\_\_\_\_, 2018, the Town of Harwich, acting by and through its Conservation Commission pursuant to the authority granted under Chapter 293 of the Acts of 1998, as amended, and Article 33 of the Annual Town Meeting held on May 4, 2015, at a public meeting, hereby grants the foregoing Conservation Restriction to the Trustees of Harwich Conservation Trust and certifies that the Conservation Restriction is in the public interest.

TOWN OF HARWICH  
CONSERVATION COMMISSION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, Chairman of the Conservation Commission, 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 to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich Conservation Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

567667.2/HARW/0186

APPROVAL OF GRANT BY SELECTMEN

At a public meeting duly held on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the Board of Selectmen of the Town of Harwich votes and hereby grants, pursuant to Chapter 293 of the Acts of 1998, as amended, and Article 33 of the Annual Town Meeting held on May 4, 2015, and also approves, pursuant to Massachusetts General Laws Chapter 184, Section 32, the grant of the foregoing Conservation Restriction to the Trustees of Harwich Conservation Trust.

TOWN OF HARWICH  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, member of the Harwich Board of Selectmen, 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 to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich.

\_\_\_\_\_  
Notary Public  
My commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction from the Town of Harwich, acting by and through its Conservation Commission, is accepted this \_\_\_ day of \_\_\_\_\_, 2018 by the Trustees of Harwich Conservation Trust.

**Harwich Conservation Trust  
By its Trustees**

\_\_\_\_\_  
Thomas M. Evans, President/Trustee

\_\_\_\_\_  
Jonathon Idman

\_\_\_\_\_  
Nancy Poor

\_\_\_\_\_  
Colin A. Leonard

\_\_\_\_\_  
Donna J. Peterson

\_\_\_\_\_  
Edward Rubel

\_\_\_\_\_  
Andrea Silbert

\_\_\_\_\_  
Bruce Nightingale

\_\_\_\_\_  
Matthew Cushing

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2018

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:



APPROVAL BY  
SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Harwich to the Harwich Conservation Trust has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Matthew A. Beaton, Secretary  
Executive Office of Energy  
and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_ day of \_\_\_\_\_, 2018, personally appeared the above-named Matthew A. Beaton, Jr., 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 to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

\_\_\_\_\_  
Notary Public  
My commission expires:

CONSERVATION RESTRICTION

**EXHIBIT A**

**Description of the Premises**

The land in Harwich, Barnstable County, Massachusetts, together with the buildings thereon, further bounded and described as follows:

LOT 4

Land Court Plan 42160B

The land hereby registered is subject to the terms set forth in the Order of Conditions issued by Harwich Conservation Commission, dated September 26, 1983, duly recorded in Book 3885, Page 93.

The land hereby registered is subject to the terms of a stipulation between Arthur H. Hall and Commonwealth of Massachusetts, recorded as Document No. 1138973.

So much of the land hereby registered as is included within the area marked "Commonwealth Electric Company Easement (100.00 Wide)," approximately shown on said plan, is subject to the easement set forth in a taking by the Cape and Vineyard Electric Company (now NSTAR Electric Company), dated March 19, 1970, duly recorded in Book 1466, Page 441.

The land hereby registered has the benefit of rights as set forth in a deed given by Harold E. Chase to John E. Hall and Eleanor R. Hall, dated May 17, 1962, duly recorded in Book 1157, Page 570.

The land hereby registered is subject to and has the benefit of rights of all those lawfully entitled in and to Farm Pond, as shown on said plan.

The land hereby registered has the benefit of rights over land now or formerly of the Inhabitants of the Town of Harwich as set forth in Land Court Confirmation Case No. 31953.

Said Lot 4 on Land Court Plan No. 42160B is conveyed subject to the reservation of easements for the purpose of using, maintaining, repairing and replacing a subsurface sluiceway including culverts for flowing or draining water, as set forth more particularly in deed filed with the Registry as Doc. No. 1287862.

Street Address: Depot Street, Harwich, MA, containing 4.1 acres, more or less.

Town of Harwich Assessors Map: Map 36, Lot T-3

**EXHIBIT B**  
**Sketch Plan of Premises**

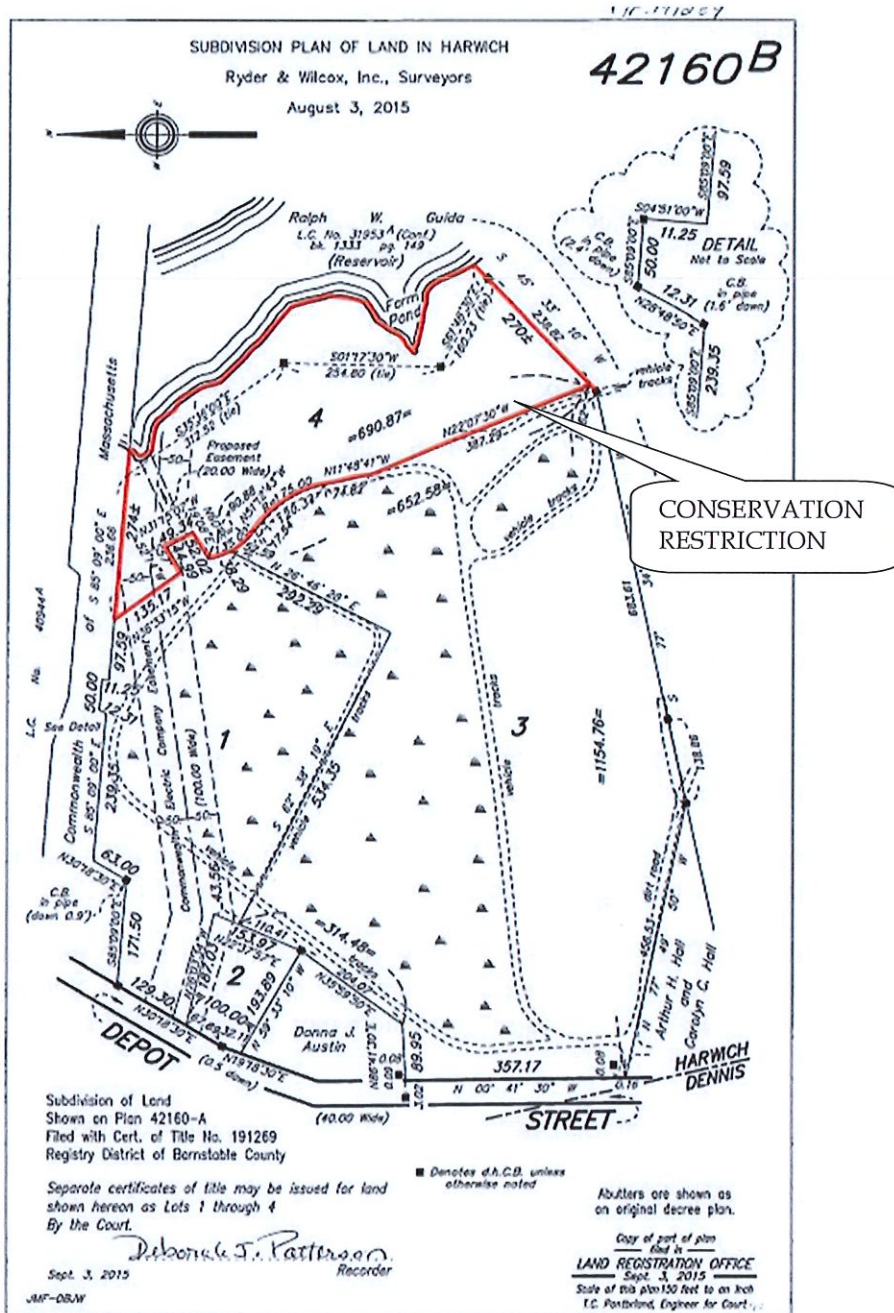




EXHIBIT C

Attested Copy of Town Meeting Vote

**Town of**

Anita N. Doucette, MMC/CMMC  
Town Clerk



**Harwich**

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516  
Fax 508-430-7517

**TOWN OF HARWICH  
ANNUAL TOWN MEETING  
MAY 4, 2015**

**PURCHASE OF LAND FOR OPEN SPACE PURPOSES – ACQUIRE HALL  
PROPERTY AT BELL’S NECK/HERRING RIVER**

**ARTICLE 33** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, or take by eminent domain, for open space purposes under the provisions of M.G.L. Ch. 40, §8C, a parcel of land approximately 4.1 acres in size, bounded on the north by the Cape Cod Rail Trail, bounded on the east by West Reservoir and bounded on the south by Town of Harwich Bell’s Neck Conservation Lands, said parcel being a portion of land situated on Depot Street, West Harwich, shown on Harwich Assessor’s Map 36 as parcel T3, and further described in Barnstable County Land Court Certificate No. 191269, with the care, custody, control and management of such parcel to be vested with the Conservation Commission; and, further, to appropriate from the Community Preservation Act Funds-Open Space Reserve, the Community Preservation Act Funds-Undesignated Reserve, and/or a receipts pursuant to the provisions of Ch.149, §298 of the Acts of 2004, as amended by Ch. 352, §§129-133 of the Acts of 2004, the so-called Community Preservation Act, a sum of money for the foregoing acquisition and costs incidental or related thereto, including, without limitation, costs of appraisals and closing costs; to authorize the Board of Selectmen and the Conservation Commission to apply for, accept and expend any funds which may be provided by the Commonwealth or other public sources to defray all or a portion of the costs of acquiring said parcel, including, but not limited to, funding under the Self-Help Act, General Laws, ch.132A, §11, and/or the Federal Land & Water Conservation Fund, P.L. 88-568, 78 Stat 897, provided that any such grant funds shall be returned upon receipt to the fund from which said sum was appropriated; to authorize the Board of Selectmen and Conservation Commission to grant to the Harwich Conservation Trust, or any other qualified organization, a conservation restriction pursuant to the provisions of M.G.L. Ch.184, §31-33, in compliance with M.G.L. c.44B, §12(a), protecting the property for the open space purposes, on such terms and conditions as the Board of Selectmen and Conservation Commission deem appropriate; and to authorize the Board of Selectmen and/or Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary or convenient to effectuate the foregoing purposes. By request of the Community Preservation Committee and the Real Estate and Open Space Committee. Estimated cost: \$ Pending

**FINANCE COMMITTEE RECOMMENDS NO RECOMMENDATION PENDING FURTHER INFORMATION (NRPFI). FINCOM VOTES NRPFI WHEN, AT THE TIME THE WARRANT IS PRINTED, IT HAD INSUFFICIENT OR INCOMPLETE INFORMATION TO MAKE AN INFORMED RECOMMENDATION. IT DOES NOT IMPLY A NEGATIVE FINCOM VIEW, ONLY AN INCOMPLETE UNDERSTANDING OF THE ARTICLE SO VOTED. FINCOM WILL MAKE ITS FINAL RECOMMENDATION AT TOWN MEETING AFTER HAVING RECEIVED FURTHER INFORMATION. VOTE: YES-6, NO-0, RECUSE-1.**

**MOTION:** (Albert (Skip) Patterson, Chairman-Finance Committee) I move that this article be accepted and adopted as printed and the sum of \$630,000 be transferred from the Community Preservation Fund with \$350,000 from Open Space Reserve and \$280,000 from Undesignated Fund Balance, for this purpose, provided that the any grant reimbursements shall be returned to the Undesignated Fund Balance and that any grant funds remaining shall be returned to the Open Space Reserve.

Duly seconded

The CPC recommendation:

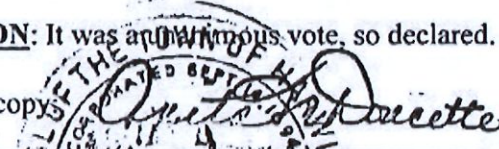
Article 33: Purchase of Land for Open Space Purposes – Acquire Hall Property at Bell’s Neck/Herring River

COMMUNITY PRESERVATION COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-8, NO-0

**ACTION:** It was an unanimous vote, so declared.

A true copy

Attest:

  
Arnia N. Doucette, MMC/CMC  
Town Clerk

Town Clerk



**Grantor: Town of Harwich**  
**Grantee: Trustees of the Harwich Conservation Trust**  
**Property Address: Weston Woods Road and Island Pond Trail, Harwich MA**  
**Title: Book 29656 Page 193 in Barnstable County Registry of Deeds**

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### CONSERVATION RESTRICTION

**THE TOWN OF HARWICH**, a Massachusetts municipal corporation with an address Town Hall, 732 Main Street, Harwich, Massachusetts, 02645, acting by and through its Conservation Commission and Board of Selectmen, its successors and assigns holding any interest in the Premises (hereinafter "Grantor"), acting pursuant to the provisions of M.G.L. c.184, Sections 31-33, for and in consideration of Seventy-Three Thousand and 00/100 Dollars (\$73,000.00) paid, grants to William F. Baldwin, Thomas M. Evans, Colin A. Leonard, Donna J. Peterson, Edward Rubel, William R. Schumann, Andrea Silbert, Matthew Cushing, Robert F. Smith, Bruce Nightingale, and Nancy Poor, as **TRUSTEES 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, and to its successors and permitted assigns ("Grantee"), with quitclaim covenants, IN PERPETUITY and exclusively for conservation purposes, the following described CONSERVATION RESTRICTION, on two parcels of unregistered land totaling approximately two (2) acres, located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, said parcels being described in Exhibit A and shown on Exhibits B and C, both of which are attached hereto, said parcels hereinafter referred to as the "Premises."

Purposes: This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws. The purpose of this Conservation Restriction is to assure that, while permitting the uses described in Section B herein, the Premises will be preserved for conservation purposes, and be maintained in perpetuity, substantially in a natural, scenic and open condition and to prevent any use of the Premises that would materially impair or interfere with the conservation values thereof. This Conservation Restriction will yield a significant public benefit because the Premises' protection will advance the following policies and objectives:

WHEREAS, the Town of Harwich, at a duly called Special Town Meeting held on May 6, 2014, acting on Article 4 of the Warrant, voted to authorize the Board of Selectmen to acquire the Premises to be managed and controlled by the Conservation Commission of the Town of Harwich for conservation and passive recreation purposes, and to appropriate funds for the purchase of the Premises pursuant to Chapter 149, §298 of the Acts of 2004, as amended by Chapter 352, §§129-133 of the Acts of 2004 (so-called "Barnstable County Community

Preservation Act”), and to authorize the Board of Selectmen to grant to the Harwich Conservation Trust a perpetual Conservation Restriction on said land as authorized by Massachusetts General Laws, Chapter 184, Sections 31-33, allowing conservation and passive recreation uses described in Massachusetts General Laws, Chapter 40, Section 8C, an attested copy of which vote is attached hereto as Exhibit D; and,

WHEREAS, the Massachusetts Endangered Species Act, M.G.L. c. 131A protects rare species and their habitats, and the Massachusetts Natural Heritage and Endangered Species Program (“MNHESP”) has designated as Priority Habitats the known geographical extent of habitat for state-listed rare plant and animal species; and,

WHEREAS, in 2010, the Massachusetts Department of Fish and Game and The Nature Conservancy’s Massachusetts Program published a report entitled *BioMap2: Preserving the Diversity of Massachusetts in a Changing World*, which identified Core Habitat areas “critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth;” and,

WHEREAS, in 2003, the Statewide Land Conservation Plan was drafted, which identifies the most significant available, undeveloped and unprotected open space lands needed to protect, among other things, biodiversity habitats; and the Premises is identified a such land; and,

WHEREAS, in July 1991 the Barnstable Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan*, amended in 1996, 2002 and 2009, which provided, *inter alia* (references are to the 2009 Plan):

- Wetlands Goal to “preserve and restore the quality and quantity of inland and coastal wetlands and its buffers on Cape Cod” (WET1);
- Wildlife and Plant Habitat Goal to “prevent loss or degradation of critical wildlife and plant habitat...and to maintain existing populations and species diversity” (WPH1); stating that “renewed commitment to protect the most ecologically sensitive undeveloped lands through land acquisition and other permanent conservation measures is also warranted;”
- Open Space and Recreation Goal to “preserve and enhance the availability of open space that provides wildlife habitat...and protects the region’s natural resources and character” (OS1) with a recommended Town Action of working with “local land conservation organizations to identify, acquire by fee simple or conservation restriction, and manage open space to meet projected community needs. Priority should be given to the “protection of significant natural and fragile areas as identified on the Cape Cod Significant Natural Resource Areas map;” and,

WHEREAS, the 2009 *Regional Policy Plan* includes a Significant Natural Resources Areas Map, which shows, among other things, rare species habitat, priority natural communities, wetlands, and critical upland areas; and,

WHEREAS, the Town of Harwich developed an *Open Space and Recreation Plan*, updated in 2010, which identified the town’s natural resource needs and established goals, objectives and action plans, including:



- Goal II: Identify Future Open Space Purchases
  - *Objective 1*. Identify parcels for acquisition...that would contribute to the town's open space goals and objectives. Encourage acquisition of parcels that abut existing conservation and open space land. Particular emphasis should be placed on: ...Rare species habitat and other critical habitat and natural communities... and unfragmented forest habitat adjacent to previously protected open space.
- Goal IV: Enhance Trail Systems Within Open Space Areas
- Goal VI: Preserve and Enhance the Following Natural Resources: Groundwater and Surface Water; Coastal Water and Adjacent Shoreline Areas; Inland and Coastal Wetlands; and Wildlife and Plant Habitats
  - *Objective 8*. Preserve, protect and enhance the quality and quantity of inland and coastal wetlands in Harwich
  - *Objective 9*. Continue to prevent the loss or degradation of critical wildlife and plant habitats, minimize the impact of new development on wildlife and plant habitats, and maintain existing populations and species diversity
- Goal IX: Preserve and Enhance Opportunities for Passive and Active Recreation to Meet the Needs of Both Residents and Visitors; and,

WHEREAS, the Town of Harwich has adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1991, which specified that purposes of a conservation restriction could include the following:

- to prevent disturbance of wetlands;
- to prevent the cutting of trees or forests;
- to preserve important natural habitats and rare species;
- to limit or prevent construction on land of natural resource value; and

WHEREAS, preservation of the Premises satisfies each of these enumerated objectives above because the Premises:

1. is comprised of wooded upland, which provides a critical protective buffer to the adjoining 18 acres of wetlands;
2. is 100% within *MNHESP Priority Habitat For Rare Species*;
3. is approximately 85% within *MNHESP BioMap2 Core Habitat*;
4. is 100% within Cape Cod Commission's *Significant Natural Resource Area*;
5. is 95% within the Statewide Land Conservation Plan;
6. enhances the conservation values of 72 acres of abutting conservation land protected by the Town of Harwich and the Grantee;
7. will be open to the public for passive recreation; and,
8. is a substantial contributing element to the overall scenic character of the area by maintaining the land predominantly in its natural condition; and,

WHEREAS, accordingly, the Premises possess significant open, natural, and scenic values (collectively, "conservation values") of great importance to Grantee and the people of Harwich and the Commonwealth of Massachusetts; and,



WHEREAS, the Town of Harwich has in recent years come under increasing pressure for development, and such development can destroy or otherwise severely impact the open character, natural resources, and scenic beauty of the area; and,

WHEREAS, Grantee is a publicly-supported, tax-exempt non-profit organization whose primary purpose is to preserve and conserve natural areas for aesthetic, scientific and educational purposes; and is qualified to hold conservation restrictions in perpetuity; and,

WHEREAS, Grantor intends, as owner of the Premises, to convey to Grantee the right to preserve and protect the conservation values of the Premises in perpetuity.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor and Grantee voluntarily agree that the CONSERVATION RESTRICTION described herein is an appropriate means to achieve the community's open space goals and objectives and to protect and enhance natural and scenic values of Cape Cod.

The terms of this Conservation Restriction are as follows:

A. Prohibited Acts and Uses. Except as to the exceptions and permitted uses set forth in Sections B and B-1 below, and the public access rights set forth in Section E below, the following acts and uses are prohibited the Premises:

- 1) Construction or placing of any building, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna (including so-called satellite receiving dishes), tower, or any other temporary or permanent structure or facility on, above, or under the Premises;
- 2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, or altering the topography thereof;
- 3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, trailers, rubbish, debris, brush, leaves, grass or tree cuttings or junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- 4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- 5) The subdivision of the Premises or use of the same to fulfill any building or zoning requirements of this or any other land;
- 6) Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
- 7) The use, parking or storage of motorized vehicles, including trucks, trail bikes and snowmobiles, except as required by the police, fire fighters or other governmental

agents in carrying out their lawful duties; and except for motorized wheelchairs;

- 8) The use of the Premises for commercial recreation, business, residential or industrial use; and,
- 9) Any other use of the Premises which is inconsistent with the purposes of this Conservation Restriction or which would materially impair its conservation values.

B. Exceptions to Otherwise Prohibited Acts and Uses. Notwithstanding any provisions herein to the contrary, the following uses and activities are permitted by the Grantor, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction, including habitat for rare species.

- 1) Erection and maintenance of signs and educational kiosks identifying Grantor and Grantee, the Premises' boundaries and its status as conservation land, the restrictions on the use of the Premises, the identity or location of trails, areas of interest, natural features or other characteristics, including the historical significance, of the Premises, or for providing other like information. Signage will be subject to any applicable regional or local approvals.
- 2) Construction of improvement(s) specifically incident to the use of the Premises only for conservation and passive outdoor recreation purposes, including but not limited to improvements, such as educational signage, benches, walking trails, all as approved by the Grantee and Conservation Commission, which approval shall not be unreasonably withheld. Grantee shall respond to any request for approval within 21 days;
- 3) Construction of an unpaved or paved with pervious materials parking area(s) for use by the public as may be necessary and incidental to the use of the Premises for passive recreation purposes.
- 4) Selective minimal cutting of trees, shrubs, or other vegetation for fire protection, tick and disease controls, and removal of dead or downed trees, walking trails, bike trails, scenic vistas and roads, and for all other acts and uses allowed under this Section B, or otherwise to preserve and maintain the Premises. Any such roads would be unpaved or paved with pervious materials and limited in width as may be necessary for passive recreation activities.
- 5) Selective planting of non-invasive, non-nuisance species of trees, shrubs or other vegetation.
- 6) Placing of sight-pervious fences that do not interfere with the passage of wildlife or the conservation and passive outdoor recreation purposes of this Conservation Restriction.
- 7) Passive outdoor recreational activities such as, but not limited to, fishing, hiking,



horseback riding, walking, wildlife observation, birding, jogging, picnicking, bicycling.

- 8) The modification, use, relocation (only to protect the conservation values hereof), and abandonment of the existing unpaved trails and roadways, shown and labeled on Exhibit A-1 as “Island Pond Trail”, “Vehicle Tracks”, and “By the Road” (Weston Woods Road), said trails and roadways shall not exceed their respective existing widths and shall not be paved, meaning by this that only pervious materials may be used as replacement materials; the creation, modification, use, relocation (only to protect the conservation values hereof) and abandonment of new unpaved foot trails in consultation with a professional biologist and as approved by the Grantee and Conservation Commission, which approval shall not be unreasonably withheld. Grantee shall respond to any request for approval within 21 days;
- 9) The right to install temporary or permanent boundary monuments.
- 10) The right to control and remove invasive or nuisance plants and other species in a manner designed to affect the targeted species and minimize damage to the non-target species and preserve water quality.
- 11) The right to store timber or vegetative debris originating on the Premises, and the right to move or remove such timber and/or debris during non-nesting periods.
- 12) With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species. Grantee may require the request to be accompanied by a plan of such measures and/or the input of a professional biologist.
- 13) The right to conduct survey, documentation and archaeological field investigations for historic and/or archaeological resource management, conservation of historic and/or archaeological resources, research, and/or planning undertaken in accordance with a research design and methodology permitted and approved by the Massachusetts State Archaeologist, or successor official, and the concurrence of Grantee pursuant to the notice provisions of Paragraph C herein. Said approved activities may include excavation and removal of archaeological samples and specimens. In addition, and with prior notice to the other party, Grantor and Grantee shall have the right to allow scientific and educational (i.e., non-archaeological) research to be conducted on the Premises, including supervised group use; provided, however, such activities shall not involve disturbance to the Premises. The construction, use, maintenance and repair of temporary structures required or necessary to undertake the activities permitted under this Section B.12, is permitted, provided the erection and placement of said structures shall in each instance be subject to Grantee approval pursuant to the notice provisions of Section C herein, and provided further said structures shall be removed as soon as the activities for which they were erected are completed.

- 14) The use of motorized vehicles if used by the Grantor or its employees and agents as necessary for purposes of upkeep, maintenance and habitat management of the Premises. Motor vehicles may be allowed on any parking areas on the Premises and over existing roads and over roads that may be constructed on the Premises as permitted herein or by rules and regulations.

The Grantor and Grantee acknowledge that there are existing roads and ways located on the Premises as shown on the plan referenced in Exhibit A-1. The Premises and the Conservation Restriction are subject to the rights of all those entitled to use such roads and ways by vehicle or otherwise.

B-1. Permitted Acts and Uses. All acts and uses not permitted by Sections A and B are permissible but only if such uses and acts do not materially impair the conservation values or purposes of this Conservation Restriction including habitat for rare species.

C. Notice and Approval. Whenever notice to or approval by the Grantee is required under the provisions herein, the Grantor shall notify the Grantee in writing not less than sixty (60) days prior to the date the Grantor intends to undertake the activity in question, or such shorter notice periods as provided herein. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes and performance standards of this Conservation Restriction. Where the Grantee's approval is required, the Grantee shall grant or withhold its approval in writing within sixty days (60) days of receipt of the Grantor's written request therefore (or within a shorter periods as provided herein). Failure by the Grantee to deliver a written response in accordance with the prescribed timeframe shall be deemed to constitute written approval of any request submitted for approval that is not prohibited herein, provided that any such request sets forth in substance the provisions of this section relating to deemed approval after the passage of time and the requested activity will not materially impair the purposes or conservation values of the Premises.

D. Extinguishment. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, with Grantee's permission, and after review and approval through any process established under Article 97 of the Constitution of the Commonwealth, and after review by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Section D.1. 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. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

1) Proceeds. The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise to a property and legal interest in the Grantee for purposes of enforcing the terms of this Conservation Restriction. If any occurrence gives rise to extinguishment or other



release of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal or other expenses, if any, associated with the recovery of said proceeds. The remaining balance of said proceeds shall be distributed to the Grantor, after complying with the terms of any gift, grant or funding requirements, including the provisions of the Barnstable County Community Preservation Act. For the purposes of this Conservation Restriction, the Grantor and the Grantee acknowledge that the Grantee contributed 25 percent of the funds towards the Grantor's purchase price<sup>1</sup> and so is entitled to that same percentage of proceeds resulting from any extinguishment, in whole or in part, subject to the procedures outlined hereinabove. If the conservation interests protected hereby are unaffected by the taking, the only interest taken by the public authority is the Grantor's interest, and recovered proceeds are awarded on the basis of the value of the Premises as restricted by the Conservation Restriction, then the proceeds from such taking shall be payable in their entirety to the Grantor.

2) Grantor/Grantee 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 Grantee 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 Grantee under this paragraph shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed to the Grantor.

3) Grantor's Use of Proceeds. Any remaining balance of said proceeds accruing to the Grantor shall be deposited into the Grantor's open space account of the Community Preservation Fund (CPF) for purchase of interests in land in accordance with the Barnstable County Community Preservation Act. Should the Grantor's CPF no longer exist for any reason, the funds shall be applied to the acquisition of additional interests in land for conservation or passive recreation purposes to the extent permissible under General Laws, Chapter 44, Section 63.

E. Access. The Grantor hereby reserves the right to permit the public generally entry upon and use of the Premises for passive recreational purposes such as walking, bicycling, jogging, fishing, birding, horseback riding, hiking, picnicking, wildlife observation, and other similar activities by the general public, as permitted by law or regulation. The terms and conditions of public access shall be determined by the Harwich Conservation Commission and shall be subject to the rules and regulations of the Conservation Commission and visitors may be ejected at any time by Grantor for unseemly or loud activities, or failure to abide by the rules and regulations of the Conservation Commission.

Grantor hereby grants to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

F. Legal Remedies of Grantee. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring

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<sup>1</sup> (Grantor purchase the Premises for \$293,000 and the Grantee is purchasing this Conservation Restriction for \$73,000, which is 25 percent of the total purchase price.)



restoration of the Premises to its condition at the time of this grant (it being agreed that Grantee shall have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee. Prior to instituting litigation to enforce any violations of this Conservation Restriction and/or taking any actions to remedy or abate any violation hereof, however, Grantee shall first notify Grantor and request Grantor to cease and remedy the violation. If the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to meet and resolve the dispute before litigation is commenced, but only if Grantor ceased the activity on notice of a violation and is making good faith efforts to remedy the violation.

Grantee shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry on the Premises is not authorized or voluntarily acquiesced in by Grantor. Grantor agrees to use good faith and reasonable efforts to deter such activities and will cooperate with Grantee to enforce this Conservation Restriction against trespassers and such other third persons, provided, however, that Grantor shall not be required to bring legal or equitable action against such persons or expend funds in excess of an appropriation made for that purpose.

Grantor covenants and agrees, to the extent permitted by law, to reimburse Grantee for all reasonable costs and expenses (including, without limitation, reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy or abate any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

Grantor and the successors and assigns of Grantor shall be liable under this paragraph for only such violations of this Conservation Restriction as may exist during their respective periods of ownership of the Premises. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by Grantee or its agents, including compliance with hazardous materials or other environmental laws and regulations. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Restriction shall not be deemed or construed to be a waiver of such rights.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle Grantee to bring any action against Grantor, for any injury to or change in the Premises resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, natural erosion, or from any prudent action taken by Grantor, under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. Notwithstanding the foregoing, nothing herein shall preclude Grantor's and Grantee's rights to pursue any third party for damages to the Premises from vandalism, trespass, or any other violation of the terms of this Conservation Restriction. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

H. Duration and Assignability. The burdens of this Conservation Restriction shall run with the Premises in PERPETUITY and shall be enforceable against Grantor(s) holding any



interest in the Premises. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; and Grantor appoints Grantee as its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, Grantor agrees to execute any such instrument upon request.

The benefits of this Conservation Restriction shall run to the Grantee and shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time when all of the following conditions are satisfied:

- (i) as a condition of any assignment, Grantee requires that the purpose of this Conservation Restriction continue to be carried out,
- (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws as a donee eligible to receive this Conservation Restriction directly; and,
- (iii) Grantee complies with the provisions required by Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

I. Subsequent Transfers. Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other recordable legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do either shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

J. Termination of Rights and Obligations. Notwithstanding anything to the contrary contained herein, the rights and obligations under this Conservation Restriction of any party holding an interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to the transfer, and liability for the transfer itself if the transfer is a violation of this Conservation Restriction, shall survive the transfer.

K. Estoppel Certificates. Upon request by Grantor, Grantee shall, upon twenty (20) days notice, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by Grantor.

L. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may by mutual consent amend in writing the applicable term or provision hereof provided that the amendment complies with the then-applicable requirements of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, Massachusetts General Laws, Chapter 184, Sections 31-33, or any successors thereto, and the Conservation Restriction Program of the Town of Harwich, or any successors thereto, and provided that any such amendment, together with any approvals necessary, including that of the Massachusetts Secretary of Energy and Environmental Affairs, shall be recorded with the Barnstable County Registry of Deeds. Any

amendment shall be consistent with the purposes of this Conservation Restriction, shall not diminish the conservation values of the Premises, shall not affect its perpetual duration, and shall comply with any gifts, grants or funding requirements.

M. Miscellaneous Provisions.

- 1) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- 2) Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of its purposes and the purposes of Massachusetts General Laws Chapter 184, Sections 31 through 33. 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.
- 3) Severability. If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.
- 4) Entire Agreement. This obligation 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.
- 5) Joint Obligation. The obligations imposed by this Conservation Restriction upon any parties that from time to time together comprise "Grantor" shall be joint and several.
- 6) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 7) 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 agrees that it will not take title, to any part of the Premises, without first having assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations hereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of the Commonwealth of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.
- 8) Excise. No Massachusetts deed excise tax stamps are required by Chapter 64D, Section 1, as a municipality is a party to this instrument.
- 9) Pre-existing rights: Approval of this Conservation Restriction pursuant to Massachusetts General Laws Chapter 184, Section 32 by any municipal officials, the Secretary of the Executive Office 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.

N. 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, addressed as follows:

To Grantor: Town of Harwich Conservation Commission  
Town Hall, Main Street  
Harwich MA 02645

To Grantee: Harwich Conservation Trust  
P.O. Box 101  
South Harwich MA 02661

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

O. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Restriction is recorded in the official records of the Barnstable County Registry of Deeds, after all signatures required by Section 32, Chapter 184 of the Massachusetts General Laws have been affixed hereto. This document shall be recorded in a timely manner upon execution by all parties.

Attached hereto and incorporated herein are the following:

Signature Pages:

Town of Harwich Conservation Commission  
Town of Harwich Board of Selectmen  
Trustees of Harwich Conservation Trust  
Secretary, Energy and Environmental Affairs

- Exhibit A: Legal Description
- Exhibit B: Sketch Plan of Premises
- Exhibit C: Inset Sketch Plan
- Exhibit D: Attested Copy of Special Town Meeting Vote

No documentary stamps are required as a municipality is a party to this instrument.

567660/4/HARW/0129

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the Town of Harwich, acting by and through its Conservation Commission pursuant to the authority granted under Chapter 293 of the Acts of 1998, as amended, and Article 4 of the Special Town Meeting held on May 6, 2016, hereby votes, at a public meeting, to grant the foregoing Conservation Restriction to the Trustees of the Harwich Conservation Trust and certifies that the Conservation Restriction is in the public interest.

TOWN OF HARWICH  
CONSERVATION COMMISSION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, Chairman of the Conservation Commission, 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 to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Harwich Conservation Commission.

\_\_\_\_\_  
Notary Public  
My commission expires:

567660/4/HARW/0129



APPROVAL OF GRANT BY SELECTMEN

At a public meeting duly held on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the Board of Selectmen of the Town of Harwich, Massachusetts votes and hereby grants, pursuant to G.L. c. 40, §8C and Chapter 293 of the Acts of 1998, as amended, and Article 4 of the Special Town Meeting held on May 6, 2014, and also approves, pursuant to Massachusetts General Laws Chapter 184, Section 32, the grant of the foregoing Conservation Restriction to the Trustees of the Harwich Conservation Trust.

TOWN OF HARWICH  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. .

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, member of the Harwich Board of Selectmen, 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 to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich.

\_\_\_\_\_  
Notary Public  
My commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction from the Town of Harwich, acting by and through its Conservation Commission, is accepted this \_\_\_\_ day of \_\_\_\_\_, 2018.

**Harwich Conservation Trust**  
**By its Trustees,**

\_\_\_\_\_  
Thomas M. Evans, President/ Trustee

\_\_\_\_\_  
Colin A. Leonard

\_\_\_\_\_  
Donna J. Peterson

\_\_\_\_\_  
Edward Rubel

\_\_\_\_\_  
William R. Schumann

\_\_\_\_\_  
Andrea Silbert

\_\_\_\_\_  
Matthew Cushing

\_\_\_\_\_  
Bruce Nightingale

\_\_\_\_\_  
Nancy Poor

\_\_\_\_\_  
Jonathon Idman

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2018

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.

\_\_\_\_\_  
Mark H. Robinson, Notary Public  
My commission expires: 24 July 2020

APPROVAL BY  
SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the Town of Harwich to the Harwich Conservation Trust has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: \_\_\_\_\_, 2016

\_\_\_\_\_  
Matthew A. Beaton, Secretary  
Executive Office of Energy  
and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this \_\_\_ day of \_\_\_\_\_, 2018, before me, personally appeared the above-named Matthew A. Beaton, 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 to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

\_\_\_\_\_  
Notary Public  
My commission expires:

CONSERVATION RESTRICTION  
on land owned by  
Town of Harwich  
In Harwich, Massachusetts

**EXHIBIT A**

**Description of the Premises**

The Premises subject to this Conservation Restriction is located in the Town of Harwich, County of Barnstable, Commonwealth of Massachusetts, and comprises approximately 2 acres of land, more or less, and is bounded and described as follows:

**Lots 1 and 2** as shown on a plan of land entitled "Division Plan of Land in Harwich, Mass., Prepared for Cynthia K. Clark" dated December 20, 2011 prepared by Schofield Brothers of Cape Cod, and recorded in Plan Book 650 Page 59 of the Barnstable County Registry of Deeds.

Property Address: Weston Woods Road and Island Pond Trail, Harwich, Massachusetts

A reduced, excerpted copy of the above-referenced plan is attached hereto as Exhibit A-1, "Sketch Plan."

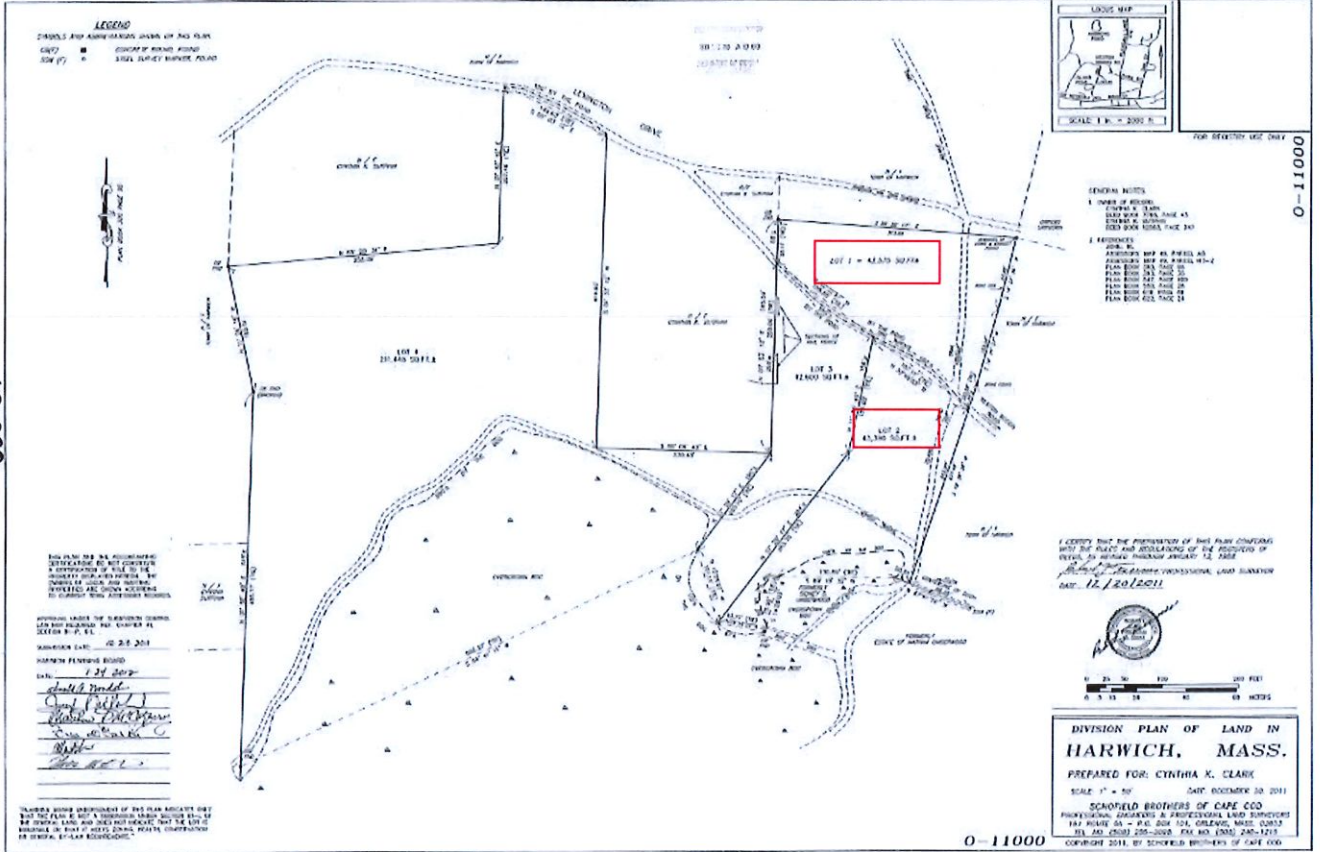
For Grantor's title, see Deed recorded in Barnstable County Registry of Deeds in Deed Book 29656 Page 197.

567660/4/HARW/0129



**EXHIBIT B**  
**Sketch Plan of Premises**

BOOK 650 PAGE 59



650-59

0-11000

0-11000

**EXHIBIT C**  
**Inset Sketch Plan**

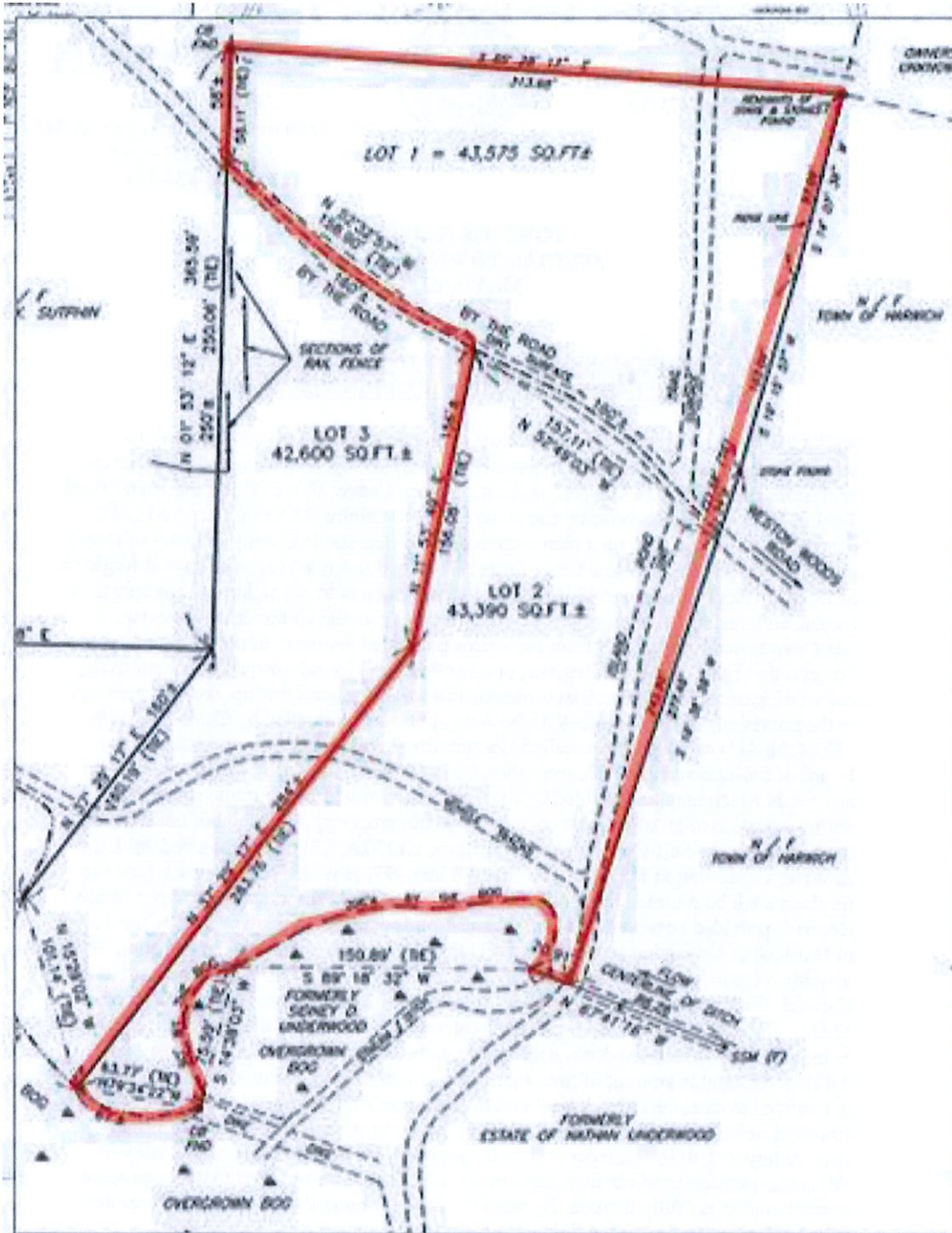




EXHIBIT D

Attested Copy of Special Town Meeting Vote

**Town of**

Anita N. Doucette, MMC/CMMC  
Town Clerk



**Harwich**

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516  
Fax 508-430-7517

**TOWN OF HARWICH  
SPECIAL TOWN MEETING  
MAY 6, 2014**

**FUND PURCHASE OF LAND FOR OPEN SPACE PURPOSES  
ACQUIRE LAND OF CYNTHIA SUTPHIN – ISLAND POND**

**ARTICLE 4** To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift, or take by eminent domain for open space purposes under the provisions of M.G.L. Ch. 40, §8C, land situated on Weston Woods Road and Island Pond Trail in Harwich, Massachusetts, shown as Lot 1, containing 43,475 sq.ft. ± and Lot 2, containing 43,390 sq.ft. ± on a plan recorded in the Barnstable County Registry of Deeds in Plan Book 650 Page 59 and being further described in a deed recorded in said Registry of Deeds in Book 7766 Page 43, together with and subject to all rights and easements of record; and, further, to appropriate a sum of money from the Community Preservation Act Open Space Reserve and from the estimated annual revenues of the Community Preservation Fund Budgeted Reserve, or any other sum, for said acquisition, appraisals, and closing costs, including all expenses incidental and related thereto, receipts pursuant to the provisions of Ch.149, §298 of the Acts of 2004, as amended by Ch. 352, §§129-133 of the Acts of 2004, the so-called Community Preservation Act; to authorize the Board of Selectmen and the Conservation Commission to apply for, accept and expend any funds which may be provided by the Commonwealth or other public sources to defray a portion or all of the costs of acquiring this property, including but not limited to funding under the Self-Help Act, General Laws, ch.132A, §11, and/or the Federal Land & Water Conservation Fund, P.L. 88-568, 78 Stat 897, provided that any such funds so received shall be returned upon receipt to the Community Preservation Act Open Space Reserve; provided however, that such acquisition is contingent upon receipt by the Town of Harwich of a donation in the sum of \$73,000.00 from the Harwich Conservation Trust towards the purchase of the property; to authorize the Board of Selectmen to grant to the Harwich Conservation Trust, a conservation restriction pursuant to the provisions of M.G.L. Ch.184, §31-33, allowing the aforementioned uses and with terms and conditions as the Board of Selectmen deem appropriate, to be recorded at the time of closing or within a reasonable amount of time thereafter; to authorize the Conservation Commission to assume the care, custody, control and management of the property; and to authorize the Board of Selectmen and Conservation Commission to enter into all agreements and execute any and all instruments as may be necessary on behalf of the municipality to effect this purchase and obtain reimbursement funding to be returned to the open space reserve; and to act fully thereon. By request of the Community Preservation Committee and the Real Estate and Open Space Committee. Estimated cost: \$220,000.00



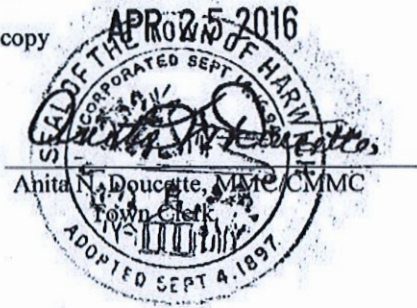
**THE FINANCE COMMITTEE RECOMMENDS THAT THIS ARTICLE BE ACCEPTED AND ADOPTED IN THE AMOUNT OF \$220,000 FROM COMMUNITY PRESERVATION ACT FUNDS, CONTINGENT ON THE RECEIPT OF AN ASSOCIATED DONATION TO THE TOWN OF HARWICH IN THE SUM OF \$73,000.00 FROM THE HARWICH CONSERVATION TRUST (HCT), AS THE ARTICLE APPROPRIATELY FURTHERS ONE OF THE MANDATES OF THE COMMUNITY PRESERVATION ACT, PROVISION FOR OPEN SPACE. ACQUISITION OF THIS OPEN SPACE IS CRITICAL TO COMPLETE A CONTINUOUS NETWORK OF PERMANENTLY PROTECTED OPEN SPACE IN THIS AREA, AND THE FINANCE COMMITTEE COMMENDS THE CPC FOR UNDERTAKING THE PUBLIC/ PRIVATE PARTNERSHIP AND COST SHARING WITH HCT. VOTE: YES-8, NO-0**

**MOTION:** (Albert (Skip) Patterson, Chairman-Finance Committee) I move that this article be accepted and adopted in the amount of \$220,000 from community preservation act funds (\$210,000 from Open Space Reserve and \$10,000 Undesignated Fund Balance), contingent on the receipt of an associated donation to the Town of Harwich in the sum of \$73,000.00 from the Harwich Conservation Trust (HCT), as the article appropriately furthers one of the mandates of the community preservation act, provision for open space.  
Duly seconded

**ACTION:** This motion required a 2/3 majority vote to pass, it was a unanimous vote so declared.

A true copy

Attest:



**Sandy Robinson**

---

**To:** JOHN MARTENS  
**Subject:** RE: Winter boat storage.

**From:** JOHN MARTENS [redacted]  
**Sent:** Tuesday, October 02, 2018 2:40 PM  
**To:** Sandy Robinson <sr Robinson@town.harwich.ma.us>  
**Subject:** Winter boat storage.

Dear Board of Selectmen ,

I would like the opportunity to speak to the Board of Selectmen at their 09 October meeting regarding storing our boat for the winter at Saquatucket Harbor.

Our boat is a 41 foot sailing catamaran with a 21 foot beam. It requires a unusually wide ramp to haul out and cannot be transported over the road.

There are only three places we can haul out for the winter on Cape Cod. Sandwich is full and Wellfleet as of 2016 only allows commercial vessels.

The boat was stored at Saquatucket the winter of 2016-2017. At that time it was understood this was to be an annual arrangement. The boat has spent the last two summers at Stage Harbor in Chatham.

Last year due to construction and other factors we were unable to haul out at Saquatucket. This was expected to be worked out and/or completed by Fall 2018. Our boat spent last winter tied to a dock at Harwich Port Marine.

The boat must be hauled out this year for routine maintenance and safety checks. There will be no power washing. I require no electricity. The boat is fully insured and I can provide proof of insurance.

When we were at Saquatucket in 2016 it worked out well since we live nearby and were able to check on the boat often.

We hope you will allow me to be heard at the meeting. As we are in a unique situation due to our limitations, the Harbormaster advised that we speak with the Board of Selectmen.

Respectfully,

John Martens

[redacted]

## Sandy Robinson

---

**From:** Robbin Kelley  
**Sent:** Tuesday, October 02, 2018 3:22 PM  
**To:** Ann Steidel; Sandy Robinson  
**Cc:** Cindy Eldredge; Karen Young; steven conner; mcmanused@msn.com  
**Subject:** Agenda  
**Attachments:** Minutes July 3, 2018 Cemetery Commission.doc

Can you add the Cemetery Commission also to be put on the Agenda to name the Pet Burial Ground property the following "Harwich Memorial Gardens & Walking Park," see the attached minutes from our July 3<sup>rd</sup> meeting. We had a meeting this morning October 2<sup>nd</sup> and Cynthia Eldredge requested that it be put on the Agenda if possible as they will be attending next Selectmen's meeting.

Robbin Marie Kelley  
Cemetery Administrator  
Town of Harwich  
Office: 100 Oak Street  
Mailing: 732 Main Street  
Harwich, MA 02645  
Phone 508-430-7549  
Fax 508-430-7598



Cemetery Commission  
Minutes of the Meeting – July 3, 2018

The meeting of the Harwich Cemetery Commission was at 100 Oak Street, Harwich, Commissioners Cynthia Eldredge, Karen Young, Steven Conner, and Administrator Robbin Kelley as well as Ed McManus and Peggy Gabour were in attendance.

Meeting Called to Order at 8:07 a.m. by Cynthia Eldredge.

Approval of the Minutes

Karen Young approved the minutes of June 12, 2018 and it was seconded by Cynthia Eldredge.

Correspondence from Town Hall & Associations

1. Karen Young makes a motion that the Cemetery Commissioners draft a letter to the Board of Selectmen in response to Bob Lawton report it was seconded by Cynthia Eldredge and was unanimous. Cynthia Eldredge said she will draft a letter to address the discrepancy in the report.
2. Discussion of the change of the language in revolving account article when it was originally approved “for the purpose of funding maintenance, care and support of town cemetery properties” in 2010 and in 2012 when all revolving account were put into one article was shorten to “Maintenance of town cemeteries”, without any motion to amend original language. Ed McManus will address with Board of Selectmen how language was changed.
3. Discussion on Facebook cyberbullying. Karen Young would like everyone to have all the facts. The Revolving Account how is was setup and its intent. Karen Young asked about the non-profit lottery and if Robbin Kelley had applied for the non-profit lottery, Robbin Kelley responded that she had not applied for the lottery and that she received a letter from the Amy Levine, Sponsorship Coordinator. Ed McManus states that the Brooks Library is given a table at the Cranberry Harvest Festival each year and that the Library just asked that the Board of Selectmen to approve the donated table. Ed McManus asks that the letter from the Paw Palooza just be approved by the Board of Selectmen. Robbin Kelley will make sure that it goes before the Board of Selectmen for approval.
4. Karen Young makes motion that Robbin Kelley attend the Paw Palooza and it was seconded by Cynthia Eldredge. Discussion on what will be presented, Map of Pet Burial Ground, current pictures, newspaper articles the Award from the Massachusetts Municipal Association, for the Kenneth E. Pickard Memorial 2017 Innovation Award for the Town of Harwich Pet Burial Ground and Walking Park. Materials if pet owners want additional information about the project.
5. Pine Grove Cemetery had a failure of the pressure vacuum breaker in the well, DPW has been out to the site and diagnosed the issue. A new part was ordered and installed. Water is back on the Pine Grove Cemetery.
6. Arbortech has finished spraying Evergreen Cemetery, Mount Pleasant Cemetery, Island Pond Cemetery and Kelley Cemetery for Winter Moths and Gypsy Moths.

7. Request via website from Betsey Harvey for her to plant shrubs on father Leo Quinlan's lot 803 South Avenue North, in Island Pond Cemetery. Steve makes motion to allow Mrs. Harvey plant a shrub or shrubs as long as they are approved and will not encroach on neighboring lots, it was seconded by Cynthia Eldredge and was a unanimous vote.
8. Discussion on available grants for Pet Burial Ground project. Steven Conner makes motion that Robbin Kelley pursue grant opportunities for the pet burial ground and walking park project and it is seconded by Karen Young it was a unanimous vote.
9. Karen Young asked Ed McManus, "Can the cemetery department do a work order to just mow and remove the piles of dirt to make the property look more presentable?, as it is a town owned property." Ed McManus said he didn't see why not, Karen makes a motion to put in a work order and Steve Conner seconded the motion it was a unanimous vote.
10. Steven Conner makes motion to loam and seed lots by the Veterans Flag pole in Island Pond, in the fall to reestablish grass that has washed way before berm was installed, it was seconded by Cynthia Eldredge and was a unanimous vote.
11. Karen Young asked about the Kelley Cemetery status of the deeds, Robbin Kelley to contact Paul Sweetser on where and when the paperwork with map will be filed at the Barnstable County Registry of Deeds.
12. Steven Conner makes motion to go back to the Board of Selectmen with the pet burial ground name "Harwich Memorial Gardens & Walking Park," the board voted to table item until future meeting.
13. Cynthia Eldredge would like to put in a work order to mow the Bank Street Cemetery and to look at putting in a split rail fence as the neighbors are encroaching on town property.
14. CPC Article for Evergreen Cemetery has been completed, the split rail fences starting at the corner of 137 & Cemetery Road running down Cemetery Road to the wood line and across the back section. Email to be sent to CPC to approve payment and to close out the Article.
15. Discussion on Veteran Memorial at Evergreen Cemetery what it would look like and the cost. Depending on cost of construction would have to be put on the Capital Plan.
16. Review of our walk thru the Island Pond Cemetery and lots that were in violation of the Rules and Regulations will need to be notified. Cynthia Eldredge will create a letter stating that their lots were not in compliance with the Rules and Regulations and she will bring back to the commission for review.
17. Request from Mrs. Newman in Island Pond Cemetery on poison ivy on her lot and lot in the rear of the cemetery on Cross Road Extension, Karen Young makes motion to spray for poison ivy if it is not more than \$225 per site, it was seconded by Steven Conner and it was unanimous vote.
18. Bills that were paid were Henry T. Crosby & Sons \$3,625.00, Atlas Preservation \$556.00, Reimbursement for conference \$519.93, Mileage \$116.63, Eversource \$12.00 and \$66.50, Arbortech \$6,020.00, Central Turf & Irrigation PG \$549.88.

The meeting was adjourned at 9:55 A.M. Next meeting will be August 7<sup>th</sup>, 2018.

Respectfully Submitted,

Robbin Kelley,  
Cemetery Administrator

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*  
Evan N Melillo, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

October 1, 2018

Mark Polselli  
[REDACTED]  
[REDACTED]

Dear Mr. Polselli:

We would like to offer you the position of Part-Time Health Inspector for the Town of Harwich. I look forward to your positive contributions to our community.

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

- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed. Please be at Cape and Islands Occupational Medicine at 130 North Street Hyannis, MA for your appointment at 3:00pm on Wednesday October 3, 2018.
- Your employment is contingent upon a successful background and C.O.R.I. check. A copy of the forms are enclosed. Please complete and return to Town Hall with a copy of your MA Driver's License.

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

Your position title will be Part-Time Health Inspector and your starting date is Wednesday October 10, 2018. This position is included in the Harwich Employees Association contract and your employment is subject to the rights and obligations included in the contract, which is enclosed. Your starting salary will be \$32.41 per hour (Grade 10, Step 4). On your anniversary date and provided there is a positive evaluation, you will receive a step increase.

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

Sincerely,

Christopher Clark  
Town Administrator

Attachment

Mark Polselli      10/2/18  
Mark Polselli      Date

CC:      Board of Selectmen ✓  
         Town Accountant  
         Health Director

Town Treasurer  
IT Director



## **CHAPTER 6. ELECTED TOWN OFFICERS AND TOWN AGENCIES**

### Section 1. General Provisions

6-1-1 The officers and town agencies to be elected by vote of the town shall be: a moderator, a town clerk, a board of selectmen as provided in chapter 3, a school committee, a water commission, a board of library trustees, and a housing authority.

6-1-2 Town agencies established or continued under this chapter shall perform their functions and duties in accordance with the constitution, general law, this charter, and by-laws.

6-1-3 No members of any elected town agency established or continued under this chapter shall be eligible to accept any appointed, paid position under that agency. This prohibition shall apply to the term for which an office holder has been elected, and for 1 year following the expiration of that term of office.

### Section 2. Vacancies

6-2-1 Except as otherwise provided, vacancies in elected town agencies established or continued under this chapter shall be filled by the board of selectmen together with the remaining members of the respective board, under general law.

### Section 3. Moderator

6-3-1 A moderator shall be elected for a 3-year term. The moderator shall: a) preside at all town meetings; b) appoint the members of the finance committee; c) appoint ad hoc committees of the town meeting under clause 2-7-1; d) preside at any hearing called to discuss the suspension or removal of the town administrator; and e) annually attend at least 3 meetings of the finance committee.

### Section 4. Town Clerk

6-4-1 A town clerk shall be elected for a 3-year term.

6-4-2 The town clerk shall carry out the duties that are, provided by general law, this charter, by-law or by vote of the town meeting.

### Section 5. School Committee

6-5-1 A school committee of 5 members shall be elected at large for 3-year overlapping terms.

6-5-2 The school committee shall conduct a public hearing prior to submitting a budget to the town administrator. The committee shall have preliminary summaries of its recommendations available at this hearing which shall be distributed to those requesting them.

6-5-3 Except as otherwise voted by the town, the school committee shall be responsible for the maintenance and repair of all school buildings.

### Section 6. Water Commission

6-6-1 A water commission of 3 members shall be elected for 3-year overlapping terms.

6-6-2 The water commission shall possess and exercise all powers given to this board under chapter 165 of the acts of 1935.

6-6-3 The commission shall appoint a water superintendent, and shall request this officer to cooperate with, and be responsive to, requests from the town administrator's office.

#### Section 7. Library Trustees

6-7-1 A board of library trustees of 7 members shall be elected for 3-year overlapping terms.

6-7-2 The board shall be responsible for the administration and operation of the Brooks Free Library, including appointment of professional library staff, acquisitions of books, journals, periodicals, and other materials relating to the library function, and the promulgation of library rules and regulations.

#### Section 8. Housing Authority

6-8-1 There shall be a housing authority of 5 members, 1 of whom shall be appointed under authority of the commonwealth and 4 of whom shall be elected. The elected members shall serve 5-year overlapping terms.

Friends of the South Harwich Meetinghouse, Inc.

P.O. Box 786  
Harwich, MA 02645  
(508)364-5223



Julie Kavanagh, Chair  
Harwich Board of Selectmen  
732 Main Street  
Harwich, MA 02645

October 2, 2018

Dear Members of the Board,

We are writing to request your approval for a one day alcohol license permit during our upcoming "Autumn Auction Gala" event at the Meetinghouse. Our event is scheduled for Sunday afternoon, October 28, 2018, from 2:00PM to 5:00PM. Our alcohol service will be provided by a fully licensed and insured caterer, serving wine and beer only.

Please let us know, should you require any further information from us and please plan to join us for this fantastic fundraiser to support the newly restored South Harwich Meetinghouse! Thank you for your continual guidance and support as we finally showcase this historic Harwich landmark as a fine center for Cultural Arts, Performance, Education and community gathering!

Sincerely,

A handwritten signature in blue ink that reads "Judith A. Ford".

Judith A. Ford, President



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 29 2005

FRIENDS OF THE SOUTH HARWICH  
MEETINGHOUSE INC  
PO BOX 786  
HARWICH, MA 02645

Employer Identification Number:  
42-1657780  
DLN:  
17053062007045  
Contact Person: KAREN CHAO ID# 31003  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
December 1, 2003  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2007

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

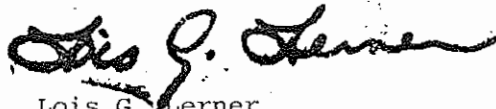
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

FRIENDS OF THE SOUTH HARWICH

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".


Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Town of Harwich  
Harbormaster's Office  
715 Main Street – PO Box 207  
Harwich, MA 02646  
Phone (508) 430-7532  
Fax (508) 430-7535



# Memo

**To:** Board of Selectmen  
**From:** John C. Rendon, Harbormaster   
**Date:** October 2, 2018  
**Subject:** Saquatucket Harbor Landside Project – Downey Property Paving

I request approval of the attached quote from Lawrence-Lynch Corp for the paving of the former Downey Property. Lawrence-Lynch Corp won the county bid for the Town of Harwich under construction item for asphalt in place. The attached quote outlines two different options for the standard paving area. The first option includes 2 inches of binder course and 1 inch of top course. The second option includes 2.5 inches of binder course and 1.5 inches of top course. Based upon the recommendation of the DPW Director, I recommend that we approved the second option at a cost of \$76,176.32. With the second option, plus the cost of the porous paving area of \$19,435.30, the total amount requested is \$95,611.62.

The paving of the former Downey Property is part of the approved Saquatucket Landside Renovation Project. The total appropriation for the project, including the \$1,000,000 MA Seaport grant, is \$4,000,000. The total project cost to date, including all add alternates and change orders is \$3,739,488, so there are sufficient funds to cover the amount requested. The paving of the former Downey Property is an important element of the landside project, as we will be adding close to 90 additional parking spaces for marina use.

Thank you for your consideration.

Enclosure: (1) Lawrence Lynch Corp Quote dated 9/24/2018

Copy: (1) Town Administrator  
(2) Chairman, Waterways Committee



Lawrence-Lynch Corp.  
 PO Box 913  
 Falmouth, MA 02541  
 Phone 508.548.1800  
 www.lawrencelynch.com



<b>To:</b>	Town Of Harwich Dept. Of Public Works	<b>Contact:</b>	Chris Nickerson
<b>Address:</b>	P.O. Box 1543, 273 Queen Anne Road Harwich, MA 02645	<b>Phone:</b>	508-430-7555
<b>Project Name:</b>	Saquatucket Harbor Improvements - Former Downey Property	<b>Fax:</b>	508-430-7598
<b>Project Location:</b>	Off Rt 28, Harwich, MA	<b>Bid Number:</b>	
		<b>Bid Date:</b>	9/24/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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**STANDARD PAVING AREA**

01	Fine Grade & Roll	3,335.00	SY	\$1.10	\$3,668.50
02	2 Inch Hot Mix Asphalt Binder Course	375.00	TON	\$95.10	\$35,662.50
03	1 Inch Hot Mix Asphalt Top Course - Includes Tack Coat	190.00	TON	\$95.10	\$18,069.00
04	Hot Mix Asphalt Escalation To September 2018 At \$550.00	565.00	TON	\$6.74	\$3,808.10
<b>Total Price for above STANDARD PAVING AREA Items:</b>					<b>\$61,208.10</b>

**POROUS PAVING AREA**

05	Fine Grade & Compact	515.00	SY	\$1.10	\$566.50
06	4 Inch Hot Mix Asphalt Porous Paving - 2 Courses	120.00	TON	\$150.50	\$18,060.00
06a	Hot Mix Asphalt Escalation To September 2018 At \$550.00	120.00	TON	\$6.74	\$808.80
<b>Total Price for above POROUS PAVING AREA Items:</b>					<b>\$19,435.30</b>

**STANDARD PAVING AREA - OPTION**

07	2 1/2 Inch Hot Mix Asphalt Binder Course	468.00	TON	\$95.10	\$44,506.80
07a	Hot Mix Asphalt Escalation To September 2018 At \$550.00	468.00	TON	\$6.74	\$3,154.32
08	1 1/2 Inch Hot Mix Asphalt Top Course - Includes Tack Coat	280.00	TON	\$95.10	\$26,628.00
08a	Hot Mix Asphalt Escalation To September 2018 At \$550.00	280.00	TON	\$6.74	\$1,887.20
<b>Total Price for above STANDARD PAVING AREA - OPTION Items:</b>					<b>\$76,176.32</b>

**Notes:**

- The hot mix asphalt unit prices shown for items 02,03,07 and 08 are contract prices from the February 2018 County bid which was based on the MDOT liquid asphalt value of \$427.50 per ton at the time of the bid. Escalation adjustment to current liquid asphalt value are listed in items 04, 06a, 07a and 08a.
- Acceptable base material, furnished, placed and rough graded by others.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Lawrence-Lynch Corp</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Rick LeClerc          508-548-1800 rlederc@lawrencelynch.com</p>
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# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Harwich (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Housing and Economic Development <b>MMARS Department Code:</b> EED
<b>Legal Address:</b> (W-9, W-4,T&C): 732 Main Street, Harwich, MA 02645	<b>Business Mailing Address:</b> One Ashburton Place, Room 2101, Boston, MA 02108
<b>Contract Manager:</b> John Rendon, Harbormaster	<b>Billing Address (if different):</b>
<b>E-Mail:</b> jrendon@town.harwich.ma.us	<b>Contract Manager:</b> Nicholas Bulens
<b>Phone:</b> 774 212-6193 <b>Fax:</b>	<b>E-Mail:</b> Nicholas.bulens@mass.gov
<b>Contractor Vendor Code:</b> VC6000191822	<b>Phone:</b> 617-788-3620 <b>Fax:</b> 617-788-3605
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)	<b>MMARS Doc ID(s):</b> 18MWIPDREDGEHARWICH0 <b>RFR/Procurement or Other ID Number:</b> 2018 Navigational Dredging Pilot Program
<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>36,000</u> .	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>MassWorks Infrastructure Program grant funding for the Allen Habor Channel Dredging Project in accordance with all information contained in Attachment A, Attachment B, and Exhibits A-D.</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2019</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <b>Christopher Clark</b> Print Title: <b>Town Administrator</b>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <b>Jay Ash or Designee</b> Print Title: <b>Secretary of Housing and Economic Development</b>



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

## NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

## CONTRACT AMENDMENT (Right Side of Form)

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

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

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

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

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

## COMMONWEALTH TERMS AND CONDITIONS

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

## COMPENSATION



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

## PAYMENTS AND PROMPT PAY DISCOUNTS

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

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

## ANTICIPATED START DATE

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

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided

that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

## CERTIFICATIONS AND EXECUTION

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

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

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

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

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

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#), [G.L. c. 30, § 39R](#), [G.L. c. 149, § 27C](#), [G.L. c. 149, § 44C](#), [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

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

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

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

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

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

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

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

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted

electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

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

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

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

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

## EXECUTIVE ORDERS

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

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

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

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch

under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.





## COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

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

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

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

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

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

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

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

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

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

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



# COMMONWEALTH TERMS AND CONDITIONS

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

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

CONTRACTOR AUTHORIZED SIGNATORY: \_\_\_\_\_

(signature)

Print Name: Christopher Clark

Title: Town Administrator

Date: 10/9/18

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: Town of Harwich

Doing Business As: Name (If Different): \_\_\_\_\_

Tax Identification Number: 046001175

Address: 732 Main St. Harwich, MA 02645

Telephone: (508) 430-7513 FAX: (508) 432-5039

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Christopher Clark	Town Administrator

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

Date: 10/9/18

Signature Julie E. Kavanagh

Title: Chair Telephone:

Board of Selectmen

Fax: (508) 432-5039

Email: JKavanagh@town.harwich.ma.us

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

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



COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Town Administrator

X

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

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

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

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

# MassWorks Infrastructure Program Navigational Dredging Pilot Grant

## ATTACHMENT A Additional Terms and Conditions

### ARTICLE I – Grant Agreement

This Grant Agreement (“Agreement,,) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Housing and Economic Development (“EOHED,,), and the **Town of Harwich** (“Public Entity,,), jointly referred to as “The Parties,, and is based on the application submitted by the Public Entity dated, **July 31, 2018** (and incorporated herein as Exhibit A). This Agreement and all of the following documents, are referred to collectively as the “Contract,,:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Terms and Conditions Form
3. Commonwealth of Mass. – Contractor Authorized Signatory Forms
4. Attachment A, Additional Terms and Conditions (*this document*)
5. Attachment B, Permitted Project Drawings
6. Exhibit A, Grant Application
7. Exhibit B, Request for Payment Cover Sheet
8. Exhibit C, Performance Report
9. Exhibit D, Project Closeout Certification Form

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a Massworks Infrastructure Project. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

### ARTICLE II - Definitions

The following terms shall have the respective meanings ascribed to them below:

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Coordinator**” shall mean the Massworks Infrastructure Program Coordinator.

“**Grant Application**,, shall mean the application submitted by the Public Entity to the Massworks Infrastructure Program for a Navigational Dredging Pilot Grant, and attached as Exhibit A to the Contract.

“**Grant Funds**” shall mean the funds disbursed by EOHED to the Public Entity pursuant to the terms and conditions of the Contract.

“**Massworks Infrastructure Program**” shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the Massworks Infrastructure 2016 Guidelines promulgated by the Secretary, as such Guidelines may be modified or updated from time to time.

“**Monetary Penalties**” shall mean the full recoupment by EOHEd of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“**Navigational Dredging Pilot Grant**,” shall mean a grant made outside of the MassWorks Infrastructure Program’s open solicitation period, as authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the 2018 Dredging Pilot Grant Guidelines promulgated by the Secretary.

“**Project**” shall have the meaning set forth in Article III.A.

“**Project Site**,” also referred to herein as the “**Site**,” shall mean the land, tidelands, submerged lands, and other areas to be improved as part of the Project, as shown on the project drawings attached as Attachment B.

“**Secretary**” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“**Total Maximum Obligation**” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

### **ARTICLE III – Project Scope and Budget**

Total Maximum Obligation of this Contract = **\$36,000**

A. Description of the Project Site

Dredging will be conducted in shoaled areas within the Maintenance Dredge Area of the Allen Harbor channel, as illustrated in Attachment B.

Beach nourishment will be conducted along public beaches east of the channel facing the Nantucket Sound, as illustrated in Attachment B.

B. Project Description

The Allen Harbor Maintenance Dredge Area, illustrated in Attachment B, encompasses 304,861 square feet of navigational channel. The Public Entity will dredge approximately 8,000 cubic yards of sand from shoaled areas within the Maintenance Dredge Area. All work areas will be dredged to the channel’s permitted depth of -6.0 feet mean low water (MLW) with one foot over dredge. All sediment will be hydraulically dredged and transferred through pipelines for placement at public beaches east of the channel facing the Nantucket Sound, as illustrated in Attachment B.

C. Project Budget:

<b>Spending Category</b>	<b>MassWorks Funding Allocation</b>
Bidding	
Mobilization	
Dredging	\$ 36,000
Material Handling	
<b>TOTAL</b>	<b>\$ 36,000</b>



D. Project/Construction Timeline

03/31/2019 – Contract Awarded  
06/01/2019 – Dredging Started  
06/30/2019 – Dredging Complete

E. Funds Drawdown Schedule

Period	Amount
Jul-2018	
Aug-2018	
Sep-2018	
Oct-2018	
Nov-2018	
Dec-2018	
Jan-2019	
Feb-2019	
Mar-2019	
Apr-2019	
May-2019	
Jun-2019	\$ 36,000
<b>FY19 Total</b>	<b>\$ 36,000</b>
<b>Grand Total</b>	<b>\$ 36,000</b>
<b>Retainage*</b>	<b>\$ 1,800</b>

**ARTICLE IV – Grant Administration**

A. Project Management.

The Coordinator shall oversee the Massworks Program on behalf of the Secretary.

B. Disbursement of Grant Funds.

EOHED shall disburse funds to the Public Entity in an aggregate amount not to exceed the Total Maximum Obligation within forty-five (45) days after receipt of invoices therefor, accompanied by the cover sheet form provided at Exhibit B, from the Public Entity, subject to the following terms and conditions.

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15<sup>th</sup> of the following month. Reimbursement shall be only for work completed and/or items purchased. The Coordinator may withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Coordinator will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Coordinator, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. In instances where payment is requested prior to funds being disbursed by the Public Entity, documentation of payment by the Public Entity to its contractors must be submitted to EOHED

within 60 days of receipt of funds. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, vendor, and date the check/EFT was processed.

3. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit final invoices by the immediately following July 15th. **Late invoices from the Public Entity will not be accepted for payment by EOHEd.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and July 15 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.
4. EOHEd will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. Use of Grant Funds.

Under the scope and purpose of the Contract, EOHEd authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHEd shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project. Specific conditions on funding and drawdown schedule are set forth in Article III hereof.

D. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHEd has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.
4. Obligation/Drawdown Deadlines. The Grant shall be obligated/expended as set forth in Article III.
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOHEd be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.

7. Intelligrants. Prior or subsequent to the execution of the Contract, the Public Entity may be required by EOHED to utilize Intelligrants, a web-based, grant management software when submitting documents to the MassWorks Infrastructure Program. Intelligrants is the same system by which the public entity submitted its MassWorks project application. The Public Entity may be required to use Intelligrants to submit all information or reports required by the Contract, including, without limitation, initial contract documents, amendment requests, requests for payment, progress reports, and closeout materials. At the discretion of EOHED, the use of Intelligrants shall be in lieu of the reporting forms attached hereto as Exhibits B, C, and D.
8. Other Conditions. [Insert other project-specific conditions, if applicable]

## **ARTICLE V – Obligations of the Public Entity**

### **A. Obligations of the Public Entity**

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
2. Submit invoices pursuant to Article IV.B
3. Provide quarterly reports to the Coordinator in the form of Exhibit C.
4. Cooperate fully and promptly with any other request for information that the Secretary or the Coordinator may make.
5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
6. Ensure that construction begins on this Project in accordance with Article III. E and F.

### **B. Compliance with Laws Regarding Contractors and Procurement**

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 524 and 526, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM,”) have set participation goals for Minority Business Enterprise (“MBE,”) and Women Business Enterprise (“WBE,”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:



- 10.4% combined MBE/WBE participation on construction contract awards; and,
- 17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

3. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
4. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful",,
5. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Coordinator of the desire to erect such signage and the Coordinator shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall closeout the Project by submitting a complete and executed Project Closeout Certification Form, attached as Exhibit D to this Contract. The Public Entity shall submit its final request for payment with said form, and the Public Entity shall acknowledge that the EOHED may require access to any post-dredging survey drawings prepared for the Public Entity for any dredging work completed under this Contract. The Public Entity agrees that upon written request from the EOHED, the Public Entity shall promptly provide copies of any such post-dredging survey drawings to the Coordinator.

## **ARTICLE VI – Breach, Mitigation, and Remedies**

### **A. Penalties for Breach of Contract**

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

### **B. Failure to Timely Commence or Complete the Project**

The Secretary, in his sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article III, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

### **C. [Intentionally Omitted]**

### **D. Completion of the Project After Termination**

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Coordinator with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Massworks Infrastructure Program.

## ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHED:

MassWorks Infrastructure Program  
Executive Office of Housing and Economic Development  
One Ashburton Place, Suite 2101  
Boston, MA 02108  
Fax: (617) 788-3605

To the Public Entity:

Town of Harwich  
Attn: Christopher Clark, Town Administrator  
732 Main Street  
Harwich, MA 02645

Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

## ARTICLE VIII – Miscellaneous

### A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

### B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Coordinator. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

### C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.



2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.
3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

# # # # #

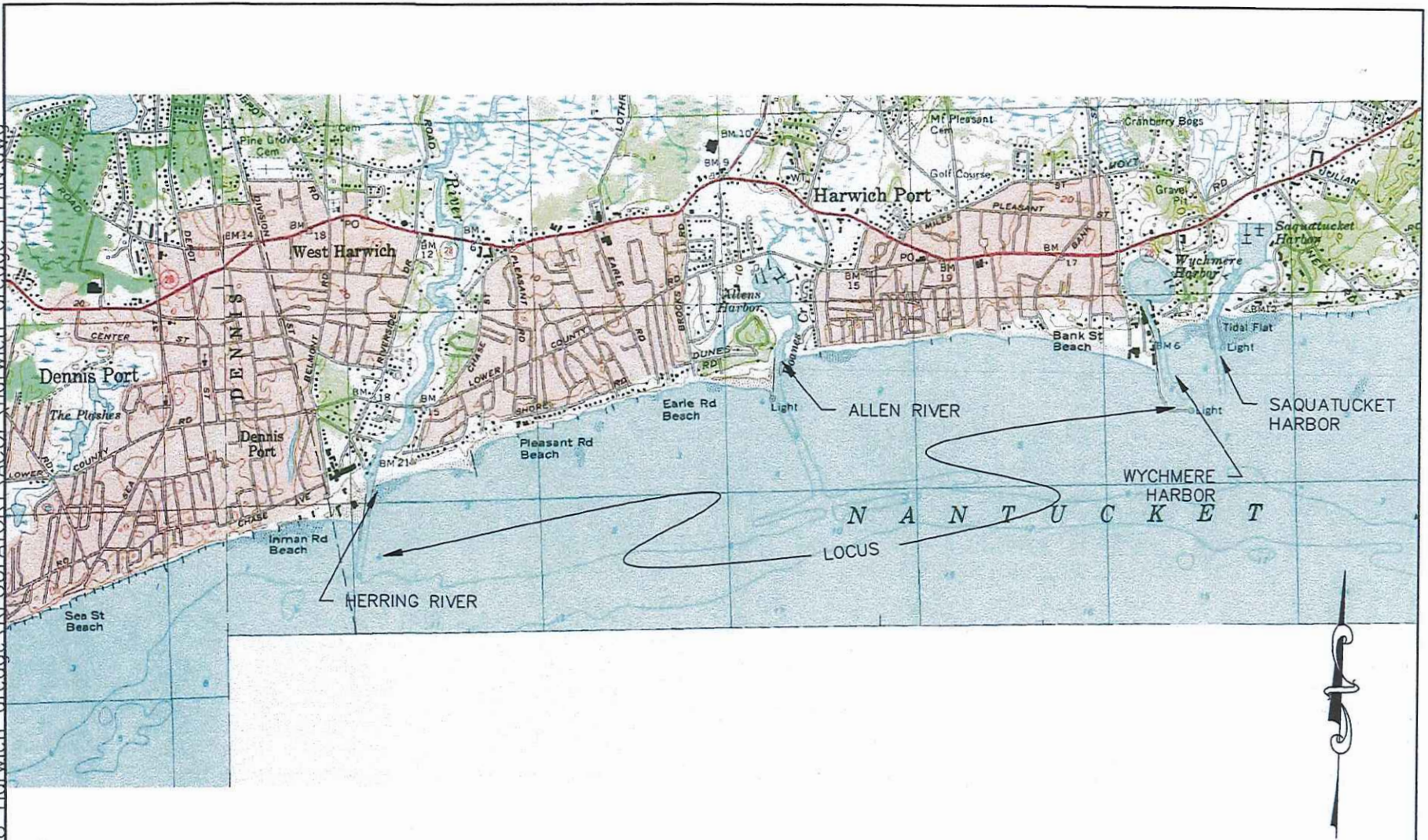
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**MassWorks Infrastructure Program  
Navigational Dredging Pilot Grant**

**ATTACHMENT B  
Permitted Project Drawings**

Town of Harwich  
Allen Harbor Channel  
5 pages including current page

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100 YR FLOOD	+11.4	NAVD88	+2.3
HTL	+4.62	MLW	0.0
MHW	+3.72		

TITLE: PROPOSED DREDGING AND NOURISHMENT PROJECT LOCUS

IN: NANTUCKET SOUND  
 AT: HARWICH  
 COUNTY: BARNSTABLE STATE: MA

**BCE** Bourne Consulting Engineering, PC  
 3 Dent Street  
 Franklin, MA 01903  
 TEL: (508) 625-0200 FAX: (508) 625-0200

PURPOSE:  
 DREDGE


APPLICATION BY:  
 TOWN OF HARWICH

SHEET 1 OF 6  
 DATE: 04/01/15

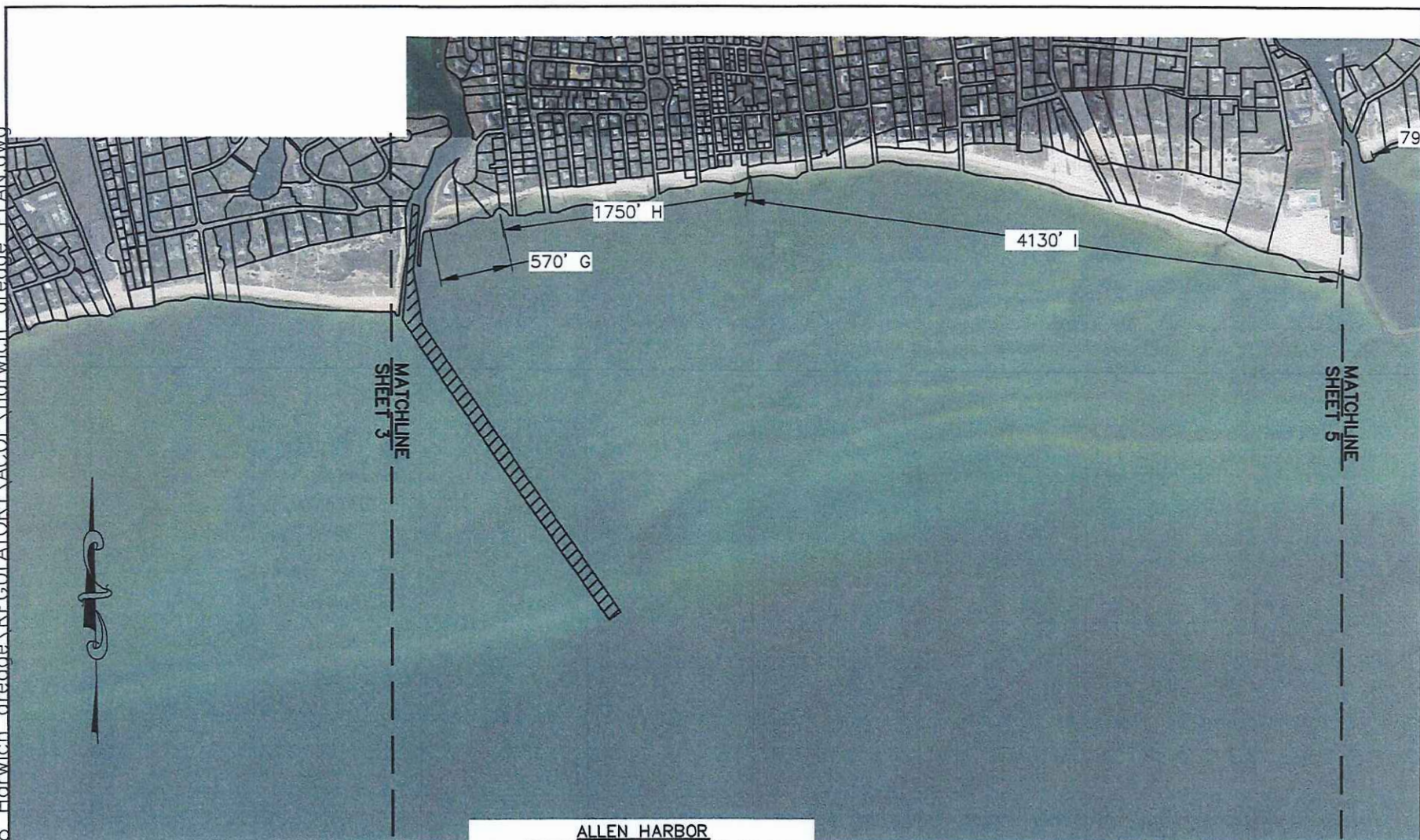


File: X:\35041-35048 Harwich dredge\REGULATORY\ACOE\harwich\_dredge\_PLAN.dwg

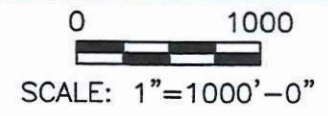
BEACH COORDINATES									CHANNEL COORDINATES	
NORTH	EAST	BEACH LETTER	TYPE	L(FT)	HT (FT)	AVE W (FT.)	AREA (SQ. FT)	VOL. CU. YDS.	NORTHING	EASTING
2702510.99	1033955.73	A	PRIVATE	480	3	40	19200	2133	HERRING RIVER	
2702344.08	1034427.46	A							2701662.24	1034542.87
2703077.14	1034627.18	B	PRIVATE	2280	3	50	114000	12667	2702609.83	1034520.50
2704012.80	1036725.49	B							2703242.02	134605.58
2704012.80	1036725.49	B	PUBLIC	450	3	40	18000	2000	2703495.91	1034621.66
2704092.97	1037175.99	C							2703497.06	1034578.92
2704092.97	1037175.99	C	PRIVATE	920	3	40	36800	4089	2703293.27	1034569.39
2704306.02	1038062.02	C							2701944.64	1034388.47
2704306.02	1038062.02	C	PUBLIC	60	3	40	2400	267	2701810.77	1034479.06
2704314.06	1038120.61	D							2701662.24	1034542.87
2704314.06	1038120.61	D	PRIVATE	830	3	45	37350	4150	ALLEN HARBOR	
2704526.91	1038920.38	D							2702582.00	1043021.00
2704526.91	1038920.38	D	PUBLIC	60	3	45	2700	300	2702649.00	1043101.00
2704543.89	1038982.30	E							2704646.00	1041727.00
2704543.89	1038982.30	E	PRIVATE	630	3	40	25200	2800	2705023.00	1041662.00
2704703.21	1039589.87	E							2705466.64	1041704.69
2704703.21	1039589.87	E	PUBLIC	230	3	40	9200	1022	2705480.46	1041655.80
2704801.02	1039806.62	F							2704673.00	1041585.00
2704801.02	1039806.62	F	PRIVATE	1700	3	80	136000	15111	2702592.00	1043021.00
2704805.51	1041551.31	F							WYCHMERE HARBOR	
2705328.01	1041775.54	G	PRIVATE	570	3	50	28500	3167	2704781.5	1049390.49
2705431.25	1042272.33	G							2704785.57	1049119.41
2705431.25	1042272.33	G	PRIVATE	1750	3	50	87500	9722	2704678.74	1048562.74
2705690.34	1044010.51	H							2705008.66	1048367.24
2705690.34	1044010.51	H	PRIVATE	4130	3	50	206500	22944	2705769.88	1048210.18
2705139.01	1048110.59	I							2706214.37	1048041.23
2705877.28	1048110.59	J	PRIVATE	790	3	40	31600	3511	2706232.14	1048087.96
2706120.32	1049087.68	J							2705787.64	1048256.92
2706094.09	1049332.17	K	PRIVATE	2020	3	40	80800	8978	2705500.8	1048600.26
2706252.04	1051320.14	K							2704943.73	1048808.38
2706252.04	1051320.14	K	PRIVATE	1040	3	45	46800	5200	2704930.29	1049363.56
2706466.10	1052322.60	L							2704781.5	1049390.49
2706252.04	1052322.60	L	PRIVATE	680	3	45	30600	3400	SAQUATUCKET HARBOR	
2706466.10	1052986.59	M							2702989.72	1049714.82
2706466.10	1052986.59	M	PRIVATE	270	3	40	10800	1200	2706182.8	1049136.84
2706707.08	1053215.71	M							2706627.47	1049320.26
2706707.08	1053215.71	M	PUBLIC	2620	3	50	131000	14556	2706590.69	1049386.22
2707328.25	1055754.89	END							2706174.53	1049214.56
		TOTAL		21510			1054950	117217	2703015.78	1049786.31
									2702969.72	1049714.82

PURPOSE: <b>DREDGE</b>	TITLE: <b>PROPOSED DREDGING AND NOURISHMENT</b>	APPLICATION BY: <b>TOWN OF HARWICH</b>
100 YR FLOOD +11.4 HTL +4.62 MHW +3.72 NAVD88 +2.3 MLW 0.0	 <p><b>BCE</b> Bourne Consulting Engineering PC  <small>3 West Street          Bourne, MA 02532          TEL (508) 832-2000 FAX (508) 832-2000</small></p>	IN: NANTUCKET SOUND AT: HARWICH COUNTY: BARNSTABLE STATE: MA SHEET 2 OF 6 DATE: 04/02/15

File: X:\35041-1\35048 Harwich\_dredge\REGULATORY\ACOE\harwich\_dredge\_PLAN.dwg



**ALLEN HARBOR**  
 MAINTENANCE DREDGE AREA 304,861  
 VOLUME: 20,000± CU.YDS.



100 YR FLOOD	+11.4	NAVD88	+2.3
HTL	+4.62	MLW	+0.0
MHW	+3.72		

**TITLE: PROPOSED DREDGING AND NOURISHMENT  
 ALLEN HARBOR**

IN: **NANTUCKET SOUND**  
 AT: **HARWICH**  
 COUNTY: **BARNSTABLE** STATE: **MA**

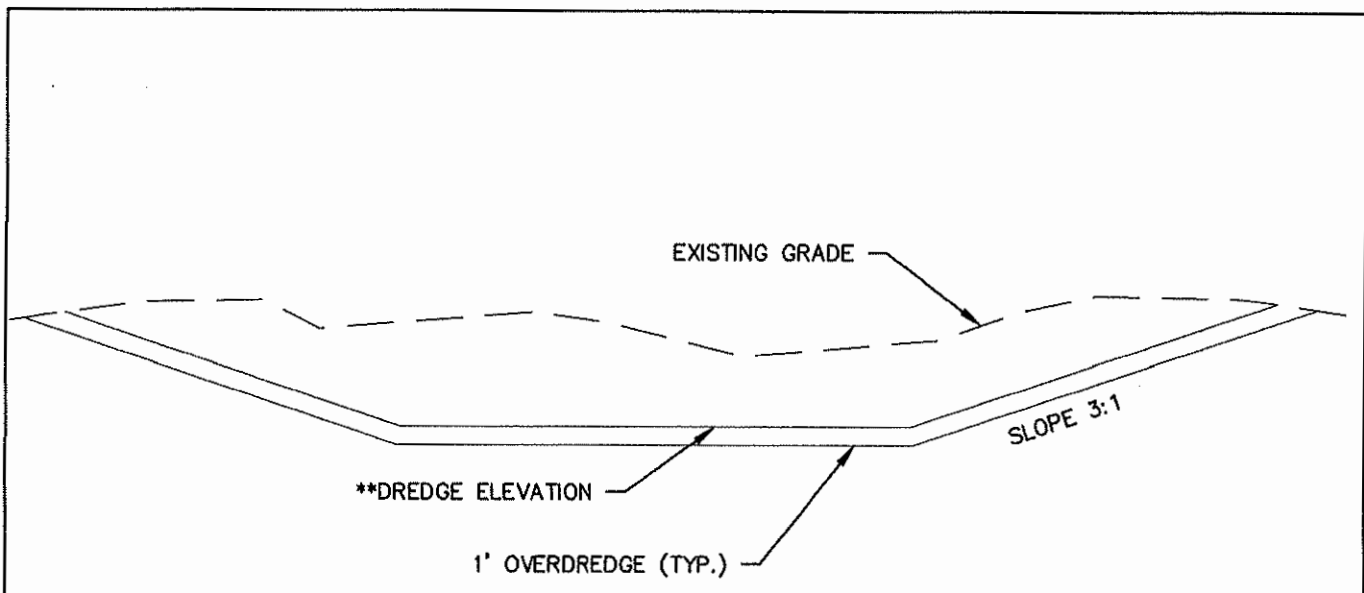
**BCE** Bourne Consulting Engineering PC  
9 West Street  
 Franklin, MA 01902  
 TEL: (508) 833-0888 FAX: (508) 833-0889

**PURPOSE:**  
 DREDGE

**APPLICATION BY:**  
 TOWN OF HARWICH

SHEET **4** OF **6**  
 DATE: **04/01/15**

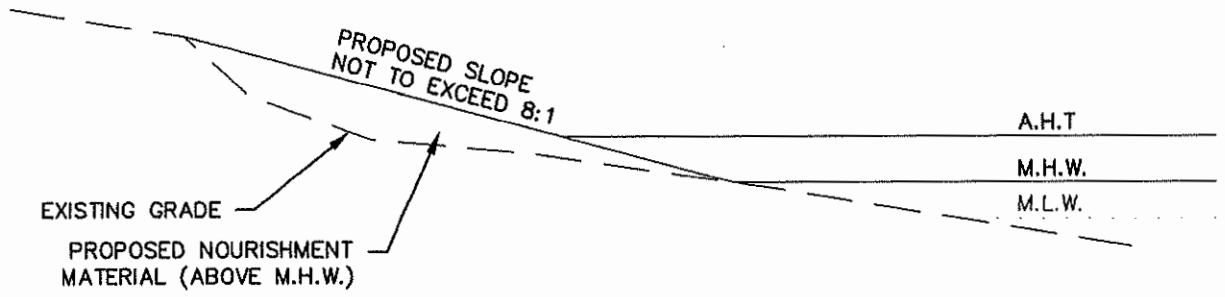
File: X:\35041-35048\_Harwich\_dredge\REGULATORY\ACOE\harwich\_dredge\_PLAN.dwg



**\*\*NOTE:**  
 HERRING RIVER, ALLEN HARBOR, AND WYCHMERE HARBOR DREDGE TO ELEVATION  
 -6.0 MLW. SAQUATUCKET HARBOR DREDGE TO ELEVATION -8.0 MLW.


**TYPICAL DREDGE SECTION**

SCALE: N.T.S.



**TYPICAL BEACH NOURISHMENT PROFILE**

SCALE: N.T.S.

PURPOSE: <b>DREDGE</b>		TITLE: <b>PROPOSED DREDGING AND NOURISHMENT TYPICAL DREDGE</b>	APPLICATION BY: <b>TOWN OF HARWICH</b>
100 YR FLOOD	+11.4	 <p><b>BCE</b> Bourne Consulting Engineering, PC  <small>2 South Street        Franklin, MA 01902        TEL: (508) 622-0000 FAX: (508) 622-0000</small></p>	IN: NANTUCKET HAROR
HTL	+4.62		AT: HARWICH
MHW	+3.72		COUNTY: BARNSTABLE STATE: MA
NAVD88	+2.3		SHEET 6 OF 6 DATE: 04/01/15
MLW	0.0		



**Exhibit A**

**MassWorks Infrastructure Program  
Navigational Dredging Pilot Grant**

Grant Application



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

**MASSWORKS DREDGING PROGRAM**

2018 NAVIGATIONAL DREDGING PILOT PROGRAM - GRANT APPLICATION

**SECTION I. PROJECT SUMMARY**

1.1: Applicant Municipality or Public Entity:

1.2: Applicant CEO Name/Title:

1.3: Applicant Address:

1.4: City:  1.5: State:  1.6: Zip Code:

1.7: Telephone:  1.8: Email:

1.9: Harbormaster (HM) Name :

1.10: HM Telephone:  1.11: HM Email:

1.12: Project Contact Name/Email (if different):

1.13: Select the project type that best describes your proposed project:

- Increases Safety of our Waterways and Harbors
- Increases Commerce Opportunities
- Increases Recreational Opportunities
- Improves Water Quality and Environmental Benefits

1.14: Is this project a municipal navigation project?  Yes  No

1.15: Is the project entirely within public tidelands?  Yes  No

1.16: Grant Request: \$  (Max.: \$2.5 million) 1.17: Total Project Budget: \$

1.18: Name of Proposed Project:

1.19: Project Site / Location:

1.20: Please provide a brief description (no more than 150 words) of the proposed project.

Every year, without question, dredging is required to maintain the Allen Harbor entrance channel to its permitted depth of 6 feet at Mean Low Water (MLW). Due to a compromised and ineffective west jetty, the channel shoals in every winter and must be dredged each spring to ensure safe navigation within the waterway.

**SECTION II. PUBLIC DREDGING PROJECT**

**2.1: Description of project site/location:**

Within Allen Harbor, a MA State Public Access facility, there is a public landing, float and boat ramp. The town has 13 boat slips and 66 moorings within the harbor. Also located within the harbor is a private marina (Allen Harbor Marine) that has 45 boat slips and Allen Harbor Yacht Club (private) that has 70 boat slips. Boats up to 50 feet in length

2.2: Project Description – Please provide a detailed description of the public dredging infrastructure project for which you are requesting grant assistance that includes a full explanation of the need and uses for which this grant is being requested. Include maps and plans to depict the area and specific location(s)/footprint(s) of the proposed dredging project. Please provide an explanation of how the dredging infrastructure project will advance the host community’s objectives to increase public safety; support commerce and recreation; and improve water quality.

Maintenance dredging of shoaled areas within the 304,861 square foot area in the inner and outer channel of Allen Harbor is required every year. The Town's general dredge permit (NAE-2008-00014) allows the channel to be dredged to minus 6 feet MLW with 1 foot over dredge. All dredge material (sand) within the channel has been tested and determined to be suitable for beach nourishment. As stated, there are hundreds of boats that operate from Allen

2.3: Is the project within or supportive of a Designated Port Area

Yes       No

2.4: Has applicant consulted with the MEPA office about applicability?

Yes       No

2.5: Does project have all final permits and approvals required to commence in the upcoming dredge season?

Yes       No

2.6: Please indicate what permits are required for this project, if the permit has been secured, and if not secured, the timeframe in which it will be obtained.

Required Permit	Secured?	Filing/Request Date mm/dd/yyyy	Anticipated Decision Date mm/dd/yyyy
<input type="checkbox"/> MEPA	<input checked="" type="checkbox"/>		
<input type="checkbox"/> Local Order of Conditions	<input checked="" type="checkbox"/>		
<input type="checkbox"/> DEP Superseding Order of Conditions	<input checked="" type="checkbox"/>		
<input type="checkbox"/> DEP Chapter 91 Waterways	<input checked="" type="checkbox"/>		
<input type="checkbox"/> DEP 401 Water Quality Certification	<input checked="" type="checkbox"/>		
<input type="checkbox"/> DEP Water Management Act Permit	<input checked="" type="checkbox"/>		
<input type="checkbox"/> MA Historic/Underwater Archaeology	<input checked="" type="checkbox"/>		
<input type="checkbox"/> CZM Federal Consistency	<input checked="" type="checkbox"/>		
<input type="checkbox"/> Army Corps Engineers 404/Section 10	<input checked="" type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		
<input type="checkbox"/> Other:	<input type="checkbox"/>		



2.7: Please indicate the time of year window (dredging season) for this project. Include any additional timing restrictions that may impact the project:

The proposed Allen Harbor dredge project will be scheduled with the Barnstable County Dredge for Spring 2019, after the January 15 - May 31 time of year restriction for winter flounder.

2.8: Please provide the anticipated schedule/timeline for the public dredging project for which the community is seeking funding.

Milestone	Start Date	End Date
Survey	May 2019	May 2019
Permitting	Complete	Complete
Design/Engineering	Complete	Complete
Bid/Contracting	May 2019	May 2019
Start Construction	June 2019	N/A
25% Construction	N/A	
50% Construction	N/A	10 days to dredge approx 8000 cy
75% Construction	N/A	
Construction Complete	N/A	June 2019
Punch List		

2.9: Please email maps, photographs or other graphics materials that delineate the project site and its context and send with completed application to [eoheadgrants@mass.gov](mailto:eoheadgrants@mass.gov). For assistance, applicants may use the EOHEd Preparing for Success online mapping tool to prepare and print layered maps, at: [http://maps.massgis.state.ma.us/map\\_ol/eohed\\_mapping.php](http://maps.massgis.state.ma.us/map_ol/eohed_mapping.php).

**SECTION III. BUDGET AND SOURCES**

3.1: Please provide a breakdown of the project budget by spending category. This should include the cost of each element of the project and reflect the budget for the entire project. Please note that the MassWorks funding cannot be used for pre-dredging activities (survey, testing, permitting, etc.) and the total funding requested from MassWorks cannot exceed 50% of the budget for the entire project.

Spending Category	MassWorks Funding Request	Other Funding	Total Project Budget	Source of Other Funds	Are funds secured?
Surveying / Testing	N/A				Yes
Permitting	N/A				Yes
Design / Engineering	N/A				Yes
Bid / Procurement					Yes
Mobilize/Demobilize					Yes
Mechanical Dredging	\$36,000	\$36,000	\$72,000	Operating Budget	Yes
Dredge Material Handling					Yes
Other:					
<b>TOTALS</b>	<b>\$36,000</b>	<b>\$36,000</b>	<b>\$72,000</b>		

**SECTION IV. PREPARING FOR SUCCESS**

4.1: Is the proposed project consistent with the community's current goals concerning the management of its natural resources, fisheries and commercial activities?

Yes       No

4.2: If no, please describe the how the project is consistent with any previous community planning activities.

4.3: Is your community participating in a Community Compact with the Commonwealth?

Yes       No

4.4: If yes, describe the progress your community has made on implementing best practice(s).

Completed a Comprehensive Annual Financial Report (CAFR); submitted and received FY18 grant.

4.5: Does the community have a current Municipal Dredging Maintenance Plan, or similar capital planning and maintenance plan?

Yes       No

4.6: Please explain why or why not?

With three very active harbors within the Town of Harwich, namely Saquatucket, Wychmere, and Allen, along with the Herring River and Round Cove on Pleasant Bay, there is a significant and chronic need for maintenance dredging to

4.7: Are there climate resiliency benefits associated with this project?

Yes       No

4.8: If yes, please describe?

4.9: How will the project avoid, minimize and mitigate environmental impacts?

The town complies with all defined time of year restrictions relating to the Piping Plover Management Plan and the winter flounder and anadromous fish migration

4.10: Is community designated or seeking designation as a Municipal Vulnerability Preparedness Community by the Executive Office of Energy and Environmental Affairs (EOEEA)?

Yes       No

4.11: Is community designated or seeking designation as a Green Community by EOEEA?

Yes       No

4.12: Please indicate the number of public moorings permits issued annually by the community: 502

4.13: Is there a waitlist for mooring permits?

Yes       No

4.14: If yes, please describe the nature of the wait and size of the waitlist.

The town has 7 different public mooring fields throughout Harwich waterways, and each mooring field has a waiting list. Waiting lists are managed by the Harbormaster Department and renewals are required annually. All waitlists are

4.15: Please indicate the average annual revenues generated by mooring fees:

Approx. \$90,000

4.16: Please indicate the fee/charge for each category:

Annual Boat Fee:	\$305/\$240/\$135
Non-Commercial/Resident Fee:	Same
Non-Resident Fee:	Same
Commercial Fee:	Same

4.17: Have the mooring fees been increased within the last 5 years?

Yes       No

4.18: If yes, please describe the nature and amount of those increases

This past year all mooring fees were increased by 10%.

4.19: Please indicate annual local revenues generated by other waterway activities:

The Harbormaster Department generates approx. \$1,000,000 in annual revenue.

4.20: Please include a list of other waterway revenue sources with an estimate of amount of funding generated per source:

See attached FY2018 revenue breakdown.

4.21: How does your community allocate revenue generated by waterway and harbor activities? Please describe if funding is segregated for particular uses and/or the amount of funding that may go to non-water related uses.

The Harbormaster Department has two receipts reserve funds; one fund is for mooring revenue and boat excise tax, and one fund is for waterway user fee funds. Annual waterway revenue funds the harbormaster department annual operating budget and helps to fund ongoing capital projects.

4.22: Is the project supported by two or more municipalities? If yes, please attach letters of support from each community. (Please attach as one scanned document.)

Yes       No

## **SECTION V. SUPPORTING OUR BLUE ECONOMY**

5.1: Is the proposed project expected to support an increase in commercial activity, immediately or within the next five years, in and around the project area?

Yes       No

5.2: If yes, please describe.

No, but it will certainly help to sustain the commercial fishing and charter fishing activity that is conducted from Allen Harbor.

5.3: Type of economic activities supported:

Commercial       Recreational       Public Access/Safety



5.4: Please email letter(s) of support from any private entities that will benefit from the dredging project and future economic activities to eohedgrants@mass.gov.

5.5: Are there economic activities that would depend on the public dredging project that is the subject of this application? If yes, please explain how investment is necessary for the economic benefit. If no, please explain the relationship between the dredging activities and any economic benefit identified in this application.

As a coastal tourist community, our harbors, waterways and beaches are the life line of this town, and annual dredge operations are critical to the maintenance and care of each of them. As stated above, hundreds of boats (recreational & commercial) operate from Allen Harbor throughout the boating season and maintaining the channel at its permitted

5.6: Please provide information regarding the anticipated economic activities related to the area affected by the proposed dredging project:

	Current	Future
Total revenue generated by commercial fishing:	Unknown - 6 commercial /v & 1 Charter	
Total acreage of permitted aquaculture:	304,861 square foot area	same
Total private revenue generated from aquaculture activities:	Unknown - large marina and yacht club	
Number of full-time jobs supported by saltwater related activities:	Approx. 20	
Number of part-time/seasonal jobs supported by saltwater related activities:		

5.7: Please describe the types and numbers of vessels using the associated waterways. The description below should include a range of the drafts and sizes of the vessels:

Both recreational and commercial boats operate from Allen Harbor, both from town and private slips, public moorings, and the public boat ramp. The town has 13 boat slips and 66 moorings within the harbor. Also located within the

5.8: How will this project address currently known and/or future navigational risks?

The dredge project is critical to addressing chronic shoaling within the Allen Harbor channel that occurs every winter. Without annual maintenance dredging, many of the boats will be limited by the tide, some of the larger boats will not be

5.9: What impact will this project have on increasing public safety and decreasing emergency response times?

As stated above, keeping the Allen Harbor channel at its permitted depth of 6' MLW will help ensure navigational safety for the hundreds of boats that operate from the harbor. Already a narrow channel for the larger boats that operate from

5.10: Please describe types of commercial fishing activity in the harbor:

Commercial bass, tuna, conch, and dogfish.

5.11: Will the project beneficially re-use the dredged material?

Yes       No

5.12: Please provide an estimate of the volume of materials to be dredged and explain how the project will re-use the dredged materials, or why it will not.

Approx. 8000 cubic yards will be dredged from the harbor. All dredged material will be used for beach nourishment on our town public beaches.

**SECTION VI. APPLICABILITY OF MEPA REVIEW**

6.1: Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03? Mark all relevant thresholds and indicate if ENF and/or EIR are required.

Threshold		ENF Required	EIR Required
	Land Development		
	Rare, threatened, or endangered species		
X	Wetlands, waterways, and tidelands	No	No
	Water		
	Wastewater		
	Transportation		
	Energy		
	Air		
	Solid and hazardous waste		
	Historical and archeological resources		
	Areas of environmental concern		

6.2: Please list any filings that have been made or will be made with the MEPA office in connection with the public infrastructure project described above.

Received MEPA review prior to issuance of town general permit NAE-2008-00014.

**VII: CERTIFICATION OF PUBLIC ENTITY AUTHORIZATION**

7.1: Does your city/town require a vote of the executive body to authorize the submission of this application?  
 Yes       No

7.2: If yes, please email a certified copy of the vote taken by the executive body to [ehedgrants@mass.gov](mailto:ehedgrants@mass.gov).

7.3: If no, are you authorized to submit this application on behalf of the applicant entity, by virtue of your executive position (CEO, CFO, etc.) or as a designee of an executive officer?  
 Yes       No

I, , hereby certify that I am duly authorized to submit this application on behalf of (applicant)  and to agree, if awarded, to implement the public infrastructure project on behalf of said applicant, pursuant to all applicable rules and regulations. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to award a capital grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify, under the pains and penalties of perjury that, the answers submitted in this application and the documentation submitted in support are true, accurate and complete.

<input type="text" value="Christopher Clark"/>	<input type="text" value="Town Administrator"/>	<input type="text" value="7/31/2018"/>
Name	Title	Date

Please submit completed application packet to [ehedgrants@mass.gov](mailto:ehedgrants@mass.gov).





Commonwealth of Massachusetts  
Executive Office of Housing and Economic Development  
One Ashburton Place, Room 2101  
Boston, MA 02108

[www.mass.gov/hed](http://www.mass.gov/hed)  
617-788-3610

**Exhibit B**

**MassWorks Infrastructure Program  
Navigational Dredging Pilot Grant**

Request for Payment Cover Sheet

*This form must be completed, signed, and submitted along with documentation to support the requested payment for completed work, based on a fully executed contract with the Executive Office of Housing and Economic Development (EOHED). Please complete all applicable sections and attach supporting documentation (i.e. purchase orders, invoices, and payment confirmations). Incomplete forms will require additional review and may result in payment delays.*

GRANTEE INFORMATION

Project Name:		Request Date:	
Public Entity:		Preparer Name:	
Project Contact:		Preparer Tel. #:	
Period Covered by Invoice(s):		Total Amount Requested:	

CONTRACT SPENDING INFORMATION

*Double-click the table below to access an Excel Worksheet.*

<b>Spending Category</b>	<b>Budget</b>	<b>Spent to Date</b>	<b>Amount of this Request</b>	<b>Balance</b>
Bidding				\$ -
Mobilization				\$ -
Dredging				\$ -
Materials Handling				\$ -
Other/Misc.				\$ -
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Exhibit B**

**PROJECT UPDATE**

*Provide a brief summary of project activities, events, and/or highlights during the period covered.*

Click here to enter text.

**SUPPORTING DOCUMENTATION**

*Please provide the information requested below for each vendor transaction for which the Public Entity is seeking reimbursement. Attach the supporting documentation for each transaction (i.e. purchase orders, invoices, and payment confirmations). Add rows as needed.*

<b>Date</b>	<b>Vendor/Payee</b>	<b>Amount</b>	<b>Services/Description</b>



**Exhibit B**

ADDITIONAL NOTES

*Use this space to provide any additional comments and/or explanations as needed.*

Click here to enter text.

CERTIFICATION

By signing below, I, Click here to enter text., hereby certify that the information and expenditures enumerated on this request form are true and in compliance with all relevant state/local rules and regulations. I further certify that these expenditures were made in accordance with a fully executed Contract with EOHED and based on the Public Entity's application to the 2018 Navigational Dredging Pilot Grant Program, and that all funds disbursed by EOHED through this request shall only be used to pay for approved expenditures.

Preparer's Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit C**

**MassWorks Infrastructure Program  
Navigational Dredging Pilot Grant**

**Performance Report Form**

Public Entity: Click here to enter text.

Project Title: Click here to enter text.

Quarter being reported: (*Check only one box.*)  Jul-Sep  Oct-Dec  Jan-Mar  Apr-Jun

Bid opening date or anticipated date? Click here to enter text.  
(*If not applicable, type "N/A."*)

Date dredging began or is anticipated to begin? Click here to enter text.

Date of project completion or anticipated completion date? Click here to enter text.

Is the project on schedule to be completed by the contract end date?  Yes  No

If no, please explain why and how the Public Entity intends proceed?

Click here to enter text.

Is the project on budget?  Yes  No

If no, please explain why and how the Public Entity intends to fund the gap?

Click here to enter text.

Please provide any other information and/or attachments that you consider pertinent and important.

Click here to enter text.

**Exhibit C**

PROJECT CLOSEOUT STATUS

Is this the Public Entity's final performance report?

Yes  No

If **yes**, please provide the following information relative to the 2018 Navigational Dredging Pilot Program's economic development goals. **Please complete all information as best as possible.** Incomplete answers may require follow up and could result in delays in the Public Entity's final payment.

Briefly describe the economic development opportunities supported by this dredging project. Consider commercial fishing/shelling as well as commercial tourism from recreational/transient boating inside the harbor. If commercial fishing/shellfishing is supported, indicate the types of fish/shellfish that are most commonly landed.

Click here to enter text.

As best as possible, provide current numbers for the following harbor operations and infrastructure. Numbers should be specific to the harbor where the project was completed. If no such operation or infrastructure is present in the harbor, type "None.,,"

<b>Harbor Operations/Infrastructure</b>	<b>Current Number in Harbor</b>
Moorings – Private and Public	
Slips – Private and Public	
Commercial Fishing/Shellfishing Vessels (Dot not include charter or head boats in this figure.)	
Offloading Facilities – Private and Public	
Charter and Head Boats	



**Exhibit C**

Private Tour Boats	
Private Boatyards	
Private Marinas	
Public Marinas	
Public Boat Ramps	
Yacht Clubs – Private and Public	

CERTIFICATION

By signing below, I, [Click here to enter text.](#), as an authorized signatory of the Public Entity or a designee of an authorized signatory, submit this form and certify that the information I have entered is accurate

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*NOTE: Please contact the Executive Office of Housing and Economic Development (EOHED) prior to scheduling any type of event associated with work completed and/or spurred by this dredging project.*

**Exhibit D**

**MassWorks Infrastructure Program  
Navigational Dredging Pilot Grant**

**Project Closeout Certification Form**

*For full project closeout, complete and submit this form with the Public Entity's final invoice(s), Request for Payment Cover Sheet (Exhibit B), and Performance Report (Exhibit C).*

Public Entity: Click here to enter text.

Project Name: Click here to enter text.

Actual cubic yards of harbor sediment removed?

Click here to enter text.

Cost of dredging per cubic yard?

Click here to enter text.

Actual square feet of beach nourishment completed?  
*(If not applicable, type "N/A.")*

Click here to enter text.

Describe the work completed with MassWorks Navigational Dredging Pilot Grant funding:

Click here to enter text.

**Exhibit D**

PROJECT FINANCE SUMMARY

- (A) Grant amount awarded: \$ [Click here to enter text.](#)
- (B) Total grant funds paid to Public Entity prior to this report: \$ [Click here to enter text.](#)
- (C) Final reimbursement amount requested with this report: \$ [Click here to enter text.](#)
- (D) Total grant funds paid to Public Entity after this report (B+C): \$ [Click here to enter text.](#)
- (E) Grant funds remaining after this report (A-D): \$ [Click here to enter text.](#)

CERTIFICATION:

By signing below, I, [Click here to enter text.](#), as an authorized signatory of the Public Entity named above, submit this form with the intention of closing out the above-named project's contract with the MassWorks program. I certify that there will be no additional requests for payment after this project closeout. This form, accompanied by the final request for reimbursement, will close out the grant contract. By signing this form, I acknowledge that any retainage held will be released and the Public Entity will not have access to any remaining balance. I further acknowledge that the Executive Office of Housing and Economic Development (EOHED) may require access to any post-dredging survey drawings prepared for the Public Entity for any dredging work completed under the above-named project's contract, and I agree that upon written request from the EOHED, the Public Entity will promptly provide copies of such drawings to the EOHED.

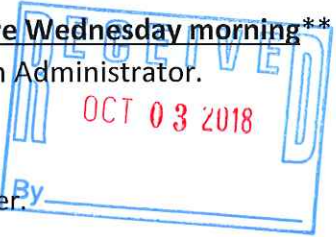
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Project Name: Brook Park Restrooms TM Year and Article #: 2017 #29 Appropriation: \$ 167,000  
 Low Bidder: Cape Cod Builders Bid Price: \$ 77,500

**7/30/18 Revised Procurement Checklist**

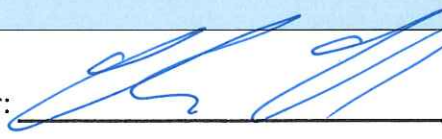
Please complete checklist below for contracts requiring Selectmen\* signature before Wednesday morning\*\* in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.



\*Note: contracts (not grants) below \$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.
  - 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: Carl Coyne Account # 802712921 617029
- 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 type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> <input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Show that 50% payment bond was in bids.</li> </ul> <input checked="" type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input checked="" type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul> <input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$100,000 <b>and</b> estimated design costs are over \$10,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul> <input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul> <input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.</li> </ul> <input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul> <input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> <input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul> <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>

Signature of Town Administrator or Assistant Town Administrator: 

\*\*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

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*  
Evan Melillo, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

### Summary of Project

Project Name: Brooks Park Restroom

Funding Source: Funded in 2017 by Article 29, the appropriation is for \$167,900 under the Community Preservation Committee. This funding source was part of an overall effort to improve the park, including updates to playground facilities. The restroom septic was completed for \$8,300, the Playground Expansion was completed for \$77,505, and this leaves \$82,095 for the remaining Restroom project.

Summary: Funding will be used to build a bathroom at Brooks Park, including pouring concrete and construction of facilities.

Bidding information: Eight companies expressed interest, while five companies submitted a bid. Cape Cod Builders submitted the lowest bid, at \$80,000. It was then negotiated down to \$77,500.

## 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 \_\_\_\_\_ CAPE COD BUILDERS INC , with an address of \_\_\_\_\_ 14 BOSUNS LANE BOURNE, MA 02532 \_\_\_\_\_, hereinafter referred to as "Contractor", effective as of the 28TH day of SEPTEMBER, 2018 . 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 HARWICH WOOD RESTROOM, 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 \_\_\_\_\_, 2018 through December 31st 2018

### ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 77,500 . 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.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

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.

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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**

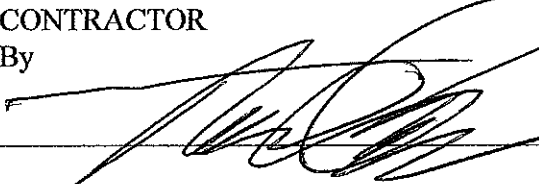
Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, \_\_\_\_\_, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting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

26-28167972  
Social Security Number or  
Federal Identification Number


\_\_\_\_\_  
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  
By \_\_\_\_\_  
  
\_\_\_\_\_  
THOMAS PAPPAS, CEO  
Printed Name and Title

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:  
 (\$ 77,500)  
Finance Director      Contract Sum

by its Town Administrator Under \$50,000  
\_\_\_\_\_  
Town Administrator

## **SUMMARY OF HARWICH STORMWATER REGULATIONS**

The Stormwater Regulations shall apply to land disturbances of one acre or more that drain to the municipal storm drain system or, directly or indirectly, into a watercourse or water of the Commonwealth. If an applicant can prove that there will be no stormwater discharge from the developed site, and no erosion potential during and after construction, then the Stormwater Authority may deem the applicant exempt from these regulations.

These regulations do not apply to a single family lot of any size, unless it is part of a subdivision disturbing one acre or more.

Other exemptions are as follows:

1. Any agricultural activity which is consistent with an approved soil conservation plan prepared or approved by the NRCS;
2. Any logging which is consistent with a timber management plan already approved under the Forest Cutting Practices Act by the Massachusetts Department of Conservation and Recreation;
3. Maintenance of existing landscaping, gardens or lawn areas associated with a single family dwelling conducted in such a way as not to cause a nuisance;
4. Any emergency activity that is immediately necessary for the protection of life, property or the environment, as determined by the Stormwater Authority; and
5. Construction of utilities other than drainage (gas, water, electric, telephone, etc.) which will not alter terrain or drainage patterns or result in discharge of sediment to the municipal storm drain.
6. Disturbance of land, or redevelopment, subject to jurisdiction under the Wetlands Protection Act so long as the project has demonstrated compliance with the Massachusetts Stormwater Management Standards as further defined by the Massachusetts Stormwater Handbook, and with the requirements of these Regulations as reflected in a valid Order of Conditions issued by the Conservation Commission.

IF APPLICABLE: An application for a Local Stormwater Permit shall be filed with the Stormwater Authority. Attached is a sample local stormwater permit application. Included in submittal are:

1. A list of abutters within 300 feet of the property, certified by the Assessor's Office.
2. Stormwater Management Plan that complies with Section 7 and 8;

Erosion and Sediment Control Plan that complies with Sections 9 and 10; and  
Operation and Maintenance Plan (Section 11)

(note: The above is a requirement of EPA in a SWPPP (Stormwater Pollution Prevention Plan) and Notice of Intent. Massachusetts is only one of four States where this is administered by the EPA. Proof by the Applicant of the Federal submittal satisfies the local requirement. See attached.)

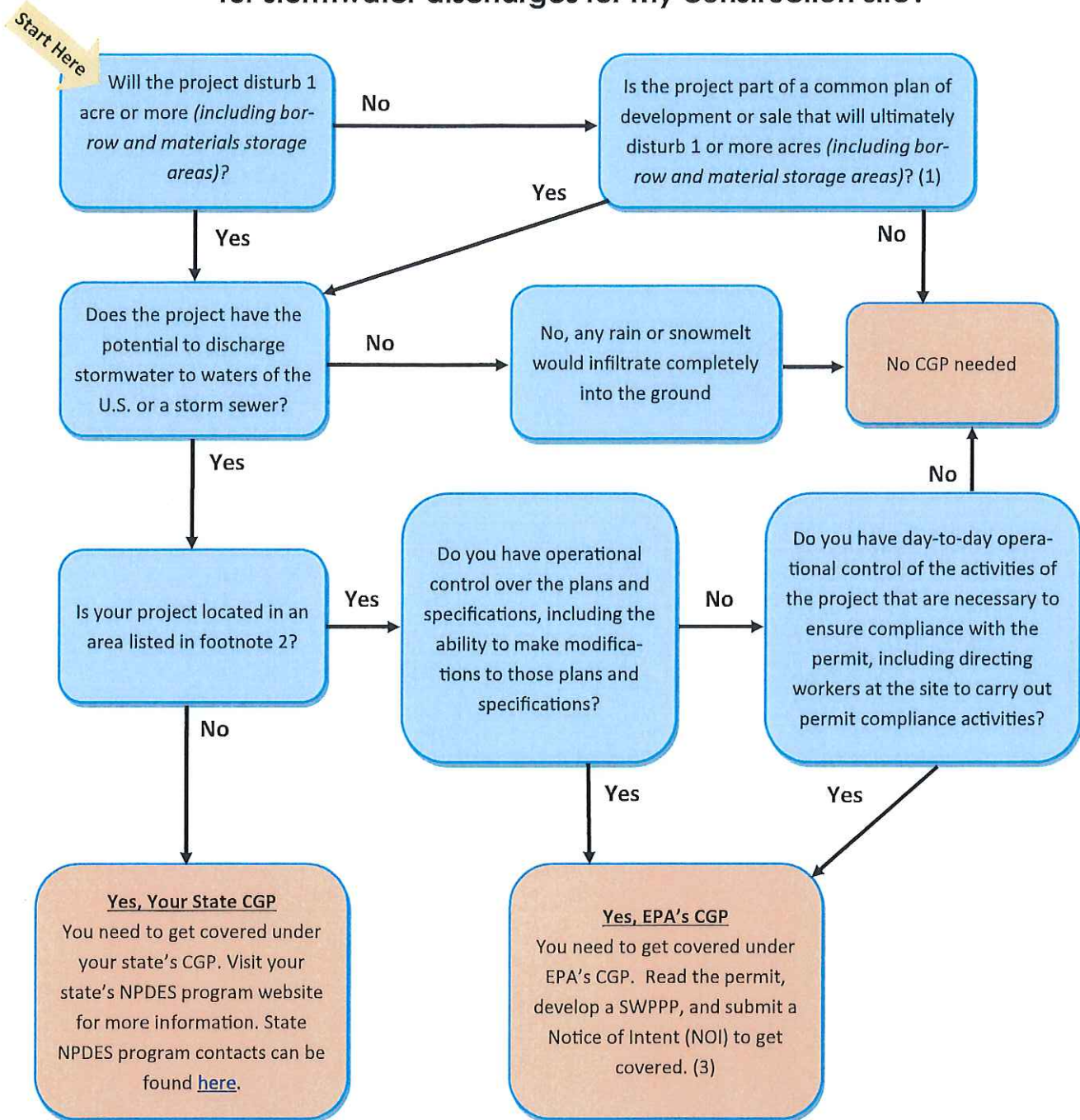
3. Drainage calculations showing no increase in run off from existing conditions

A public hearing will be held giving the public the opportunity to comment on the plans.

If approved, the Stormwater Authority or its designee will inspect construction of project.

As-Built of stormwater system to be submitted upon completion of project.

## Do I need to get covered under an NPDES Construction General Permit (CGP) for stormwater discharges for my construction site?



**Need assistance? Contact Us - We're your partners in protecting clean water!**

EPA Headquarters: [Emily Halter](mailto:halter.emily@epa.gov) (halter.emily@epa.gov) (202) 564-3324

[EPA Regional Offices contacts](#)

[State NPDES program contacts](#)



## Do I need to get covered under an NPDES Construction General Permit (CGP) for stormwater discharges for my construction site?

### Footnotes to flowchart

- (1) "Common Plan of Development or Sale" – A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one common plan. The "common plan" of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot.
- (2) Areas where EPA is the NPDES permitting authority for construction stormwater. See full detailed list of areas in [Appendix B—Permit Areas Eligible for Coverage](#)
- Idaho, **Massachusetts**, New Hampshire, New Mexico, and the District of Columbia;
  - American Samoa, Guam, Johnston Atoll, Midway and Wake Islands, Northern Mariana Islands, and Puerto Rico;
  - Indian Country lands within Alabama, Alaska (as defined in 18 U.S.C. 1151), Arizona, California, Colorado, Connecticut, Florida, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, Wisconsin, and Wyoming;
  - Areas within Colorado, Delaware, Vermont, and Washington subject to construction by a federal operator;
  - Denali National Park and Preserve; and
  - Limited areas of Oklahoma and Texas.
- (3) What are the steps to obtain permit coverage?
- ⇒ Step 1. Read the [2017 CGP](#) and [Fact Sheet](#)
- ⇒ Step 2. Before submitting your Notice of Intent (NOI), the form you file to obtain coverage under the CGP in step 4, you must:
- Follow the procedures in [Appendix D of the 2017 CGP - Endangered Species Act \(ESA\) Requirements](#). Take note of the criterion (A, B, C, D, E or F) under which you are eligible because you will need to select this and provide supporting documentation in your NOI. Visit the [Endangered Species Requirements page](#) for more details on determining your ESA Eligibility under the CGP.
  - Follow the procedures in [Appendix E of the 2017 CGP – Historic Property Screening Process](#). Take note of your answers to the screening process questions because you will need to provide this information in your NOI.
- ⇒ Step 3. Develop a Stormwater Pollution Prevention Plan (SWPPP). A SWPPP outlines how you plan to implement erosion and sediment controls and meet other requirements of the permit on your construction site. Before submitting your Notice of Intent (NOI), the form you file to obtain coverage under the CGP in step 4, you must develop the SWPPP consistent with the requirements in Part 7 of the CGP. You can use EPA's [SWPPP template](#) to develop your SWPPP.
- ⇒ Step 4. Submit an NOI for your site using [EPA's NPDES eReporting Tool \(NeT\) for the CGP](#).

*Disclaimer: This information is guidance only and does not establish or affect legal rights or obligations. Agency decisions in any particular case will be made by applying the law and regulations to the specific facts of the case.*

# EXAMPLE LOCAL STORMWATER PERMIT APPLICATION

## LOCAL STORMWATER MANAGEMENT PERMIT APPLICATION

### 1. Project / Site Information

Address: \_\_\_\_\_

Description: \_\_\_\_\_

Estimated Area to be Disturbed (ft<sup>2</sup>): \_\_\_\_\_

Project Type (check one)	Permit Review and Inspection Fee
<input type="checkbox"/> Major Project (1 acre or > disturbed)	\$300.00 + \$100.00 per acre proposed to be disturbed (1.7 acre disturbance = \$400)

Water     Sewer     Septic     Well     Irrigation System

### 2. Applicant Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

### 3. Owner Information (if different from Applicant)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 4. Certification

I hereby certify that the information contained herein including all attachments is true, accurate and complete to the best of my knowledge. Further, I grant the \_\_\_\_\_ and its employees and agents permission to enter the property to review this application and make inspections before, during and after construction.

\_\_\_\_\_  
*Applicant's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Owner's Signature*

\_\_\_\_\_  
*Date*

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Permit #: \_\_\_\_\_

Fee Paid: \_\_\_\_\_

Date: \_\_\_\_\_

Paid:

Approved By: \_\_\_\_\_

Approval Date: \_\_\_\_\_

DPW Final approval for \_\_\_\_\_

CO: \_\_\_\_\_

## 5. Application Requirements

The application to the \_\_\_\_\_ for a Local Stormwater Management Permit must include submission of the following:

- Completed and Signed Local Stormwater Management Permit Application
- Site plan depicting the information as described in Section E of the Local Stormwater Management By-law
- Non-Refundable Permit Review and Inspection Fee
- All major projects must submit a copy of the Notice of Intent, (NOI) along with the EPA's "Approval acknowledgement for the projects NOI submission for Stormwater Discharges Associated with Construction Activity" and a copy of the Storm Water Pollution Prevention Plan (SWPPP) filed with EPA

**Please refer to the Local Stormwater Management By-law, Section E "Permit and Procedures Requirements" for additional requirements.**

## 6. Application Submission, Review, and Approval Procedures

- 1. Application Submittal:** The application to the \_\_\_\_\_ for a Local Stormwater Management Permit must be submitted prior to or concurrently with any land use permit application. Submission of an application should be made to the \_\_\_\_\_ more information and copies of the Local Stormwater Management By-Law visit the Town web site at \_\_\_\_\_ or contact \_\_\_\_\_
- 2. Review** \_\_\_\_\_ will review the application and supporting documents based on the criteria set forth in the Local Stormwater Management By-Law and will take final action within 21 municipal business days of the receipt of a complete application unless such time is extended by agreement between the applicant and the Wilbraham DPW.
- 3. Final Action:** \_\_\_\_\_'s final action will be in writing and will be sent to the applicant and the appropriate Town Department(s) and Board(s).



# Massachusetts Cultural Resource Information System

## Scanned Record Cover Page

<b>Inventory No:</b>	HRW.426
<b>Historic Name:</b>	West Harwich Schoolhouse
<b>Common Name:</b>	
<b>Address:</b>	5 Bell's Neck Rd
<b>City/Town:</b>	Harwich
<b>Village/Neighborhood:</b>	West Harwich
<b>Local No:</b>	
<b>Year Constructed:</b>	1871
<b>Architect(s):</b>	Kelly, Henry and Company
<b>Architectural Style(s):</b>	Greek Revival
<b>Use(s):</b>	Abandoned or Vacant; Public School
<b>Significance:</b>	Architecture; Community Planning; Education
<b>Area(s):</b>	
<b>Designation(s):</b>	
<b>Building Materials(s):</b>	Roof: Asphalt Shingle Wall: Vinyl Siding; Wood Foundation: Brick



The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC's public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (<http://mhc-macris.net/macrisdisclaimer.htm>)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site ([www.sec.state.ma.us/mhc](http://www.sec.state.ma.us/mhc)) under the subject heading "MHC Forms."

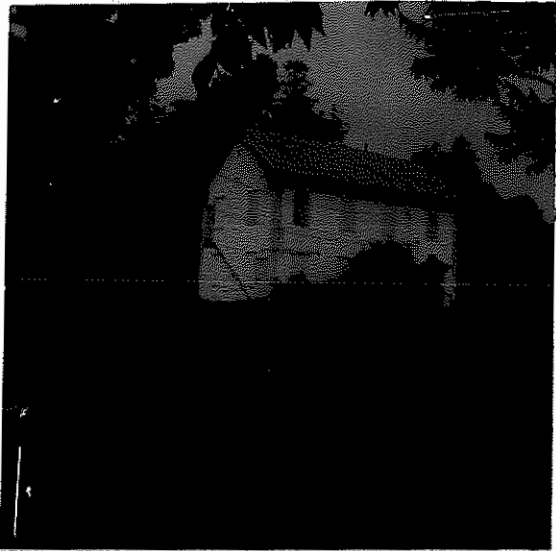
Commonwealth of Massachusetts  
Massachusetts Historical Commission  
220 Morrissey Boulevard, Boston, Massachusetts 02125  
[www.sec.state.ma.us/mhc](http://www.sec.state.ma.us/mhc)

This file was accessed on: Sunday, August 19, 2018 at 12:17 PM



**FORM B - BUILDING**

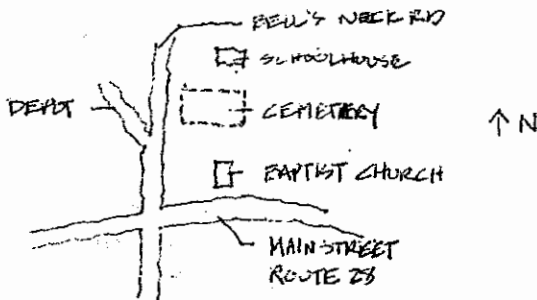
MASSACHUSETTS HISTORICAL COMMISSION  
 MASSACHUSETTS ARCHIVES BUILDING  
 220 MORRISSEY BOULEVARD  
 BOSTON, MASSACHUSETTS 02125



Label photo on  
 on roll and  
 to left side of  
 continuation

**Sketch Map**

Draw a map showing the building's location in relation to the nearest cross streets and/or major natural features. Show all buildings between inventoried building and nearest intersection or natural feature. Label streets including route numbers, if any. Circle and number the inventoried building. Indicate north.



Recorded by Brooke N. Williams AIA

Organization \_\_\_\_\_

Date (month/year) November 2000

Assessor's Number \_\_\_\_\_ USGS Quad HRW 426 Area(s) \_\_\_\_\_ Form Number 1124

Town Harwich HRW. 426

Place (neighborhood or village) West Harwich

Address 5 Bell's Neck Road

Historic Name West Harwich Schoolhouse

Uses: Present Town-owned, not in use

Original Schoolhouse

Date of Construction 1871

Source 1871 Selectmen's Report

Style/Form Greek Revival

Architect/Builder Henry Kelly & Co.

Exterior Material:

Foundation Brick / CMU reinforcement

Wall/Trim Vinyl over wood shingles, Wood trim

Roof Asphalt shingles

Outbuildings/Secondary Structures \_\_\_\_\_

A small appendage is attached to the schoolhouse

Major Alterations (with dates) An egress door and stair was added in the 1980's. Vinyl siding was added.

Condition Structurally good, 1 beam repair, cosmetic

Moved  no  yes Date \_\_\_\_\_

Acreage 1+ acre

Setting The Schoolhouse, Cemetery, and the Baptist Church are as described in the Atlas of 1880.

**RECEIVED**

NOV 20 2000

**BUILDING FORM**

**ARCHITECTURAL DESCRIPTION**     *see continuation sheet*

*Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The Schoolhouse at 5 Bell's Neck Road was built in 1871. It is representative of a village schoolhouse. This 9 x 5 bay, side gabled, wood frame school building has vinyl siding over wood shingles and sits on a brick foundation. The corners of the foundation have been reinforced with CMU. The steep gable roof is similar to many Greek Revival houses of the period. A domestic sense of the structure is not only reinforced by appearance. References to the building as a school "house" or "school" alternate in records found. Wood Doric Pilasters are located at the building corners. An entablature runs at the front and at the rear with returns over the pilasters. The entrance of the structure faces South towards the Cemetery and Church. Carved wood brackets support a bell shaped mansard roof over the entry which is of a smaller scale than other architectural elements. The original window trim exists although is

**HISTORICAL NARRATIVE**     *see continuation sheet*

*Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.*

As described in the study for MHC and supported by additional research material, the Town erected Schoolhouses in the villages. As noted in the 1871-1872 School Committee report, the "large increase of taxation required" to build the Schoolhouses and creation of these buildings constitute an important step in the development of the educational system in the Town and part of its history. In addition with the Baptist Church and Cemetery, the Schoolhouse constitutes an element of the civic assembly of buildings of one of the villages of Harwich. As described in the School Committee Report "the future success of the Town lies in the hands of the rising generation" and the West Harwich Schoolhouse was part of the "public" effort complimenting the earlier "private" civic elements of the Church and Cemetery constituting key elements of village life.

**BIBLIOGRAPHY and/or REFERENCES**     *see continuation sheet*

- MHC funded Survey Forms on Baptist Church & West Harwich (MHC)
- 275th Anniversary Book Photo (Brooks Free Library)
- 1880 Atlas of Barnstable County (Brooks Free Library)
- Town of Harwich 1871 Selectmen's Report (Brooks Free Library)
- Harwich School Committee 1871-1872 Report (Brooks Free Library)
- Housing Design and Regional Character (MIT)

Recommended for listing in the National Register of Historic Places. *If checked, you must attach a completed National Register Criteria Statement form.*

Yes to follow after review by MHC

# INVENTORY FORM CONTINUATION SHEET

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

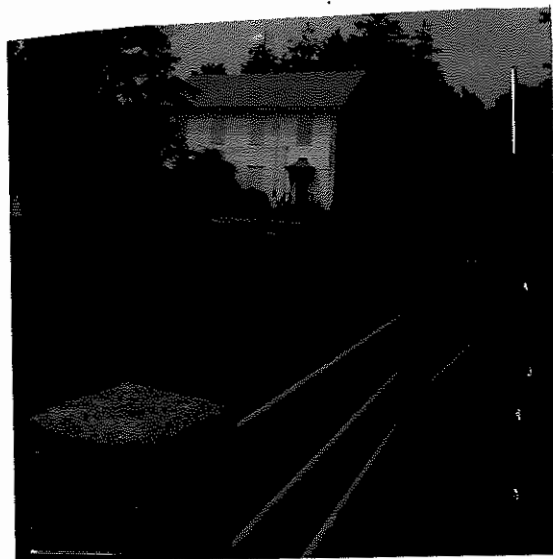
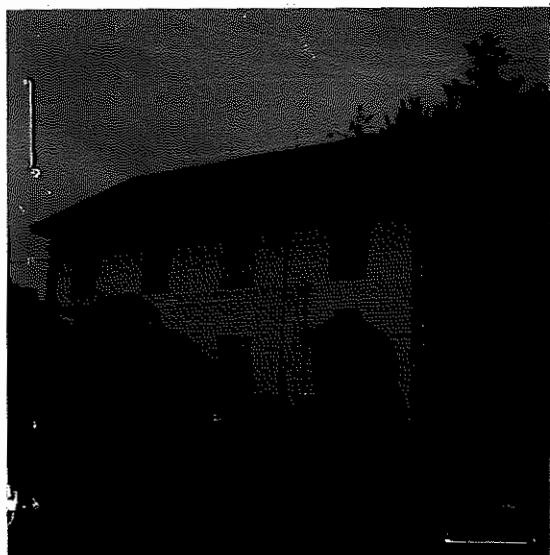
Town  
Harwich

Property Address  
5 Bell's Neck Road

HRW: 426

Area(s)	Form No.

obscured by protective plywood. The original 6/6 sash windows were replaced. The original chimney has been replaced with a metal vent at the original location. Of the three Schoolhouses built in 1871, only two remain. The schoolhouse in East Harwich was demolished. The Schoolhouse in South Harwich is owned privately and has been modified considerably. The West Harwich Schoolhouse is the best remaining example of this building type.



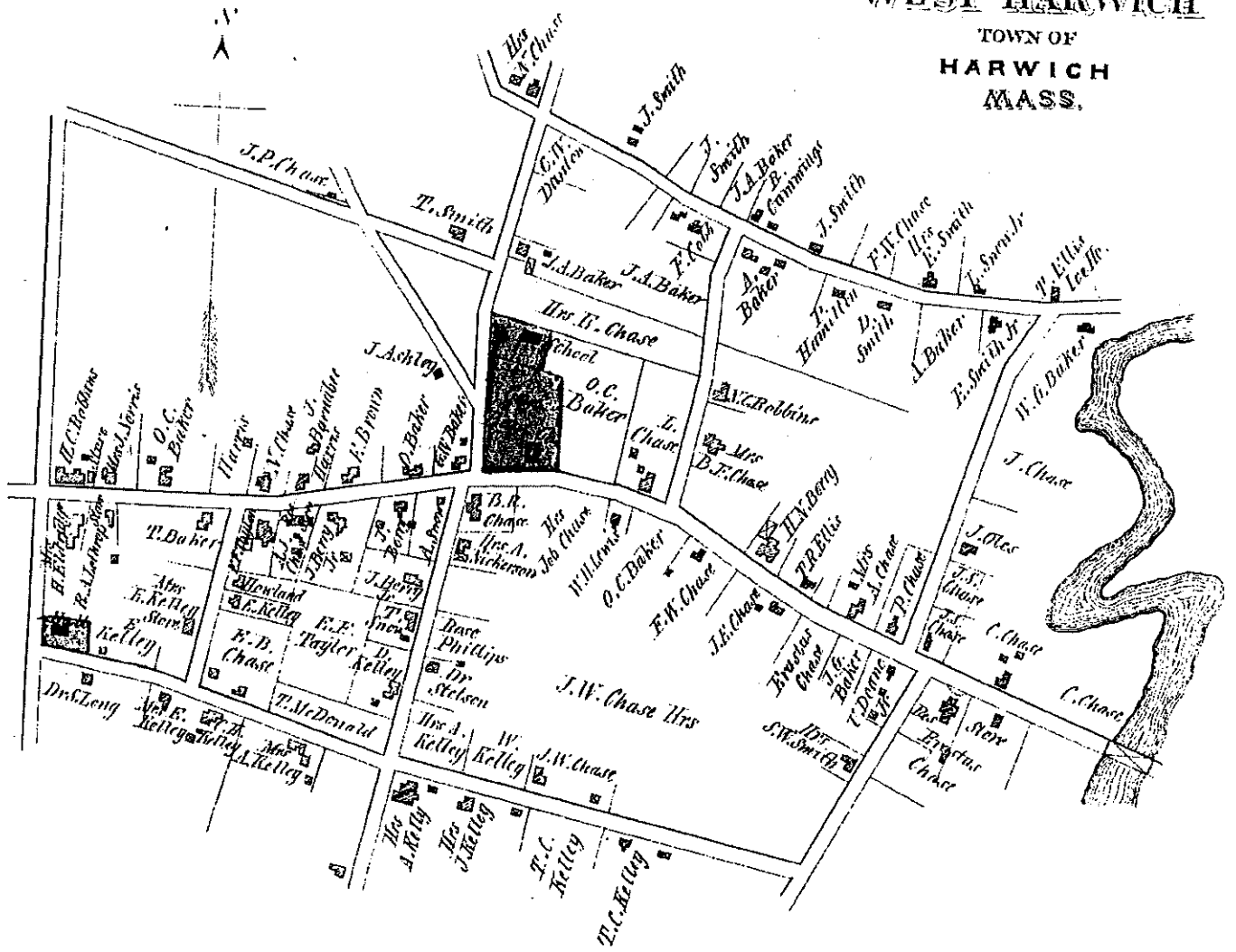
HRW. 426





HRW. 426

Village of  
**WEST HARWICH**  
TOWN OF  
**HARWICH**  
MASS.



HRW.426

Original yellow form: Eligibility file

Copies: Inventory form   
Town file(w/corresp.)  
Macris  
NR director \_\_\_\_\_

Community: Harwich (West)

MHC OPINION: ELIGIBILITY FOR NATIONAL REGISTER

Date Received: Nov. 20, 2000

Date Due:

Date Reviewed: Nov. 29, 2000

Type:  Individual

District (Attach map indicating boundaries)

Name: West Harwich School

Inventory Form:

Address: 5 Bell's Neck Road

Requested by: Brooke N. Willams, AIA

Action:  Honor  ITC  Grant  R & C  Other:

Agency: Staff in charge of Review: Betsy Friedberg

INDIVIDUAL PROPERTIES

DISTRICTS

Eligible  
 Eligible, also in district  
 Eligible only in district  
 Ineligible (May contribute to a larger district after removal of Vinyl Siding)  
 More information needed

CRITERIA:  A  B  C  D

LEVEL:  Local  State  National

STATEMENT OF SIGNIFICANCE by Caralyea M. Barranco

West Harwich Schoolhouse is located in the village of West Harwich at 5 Bell's Neck Road. Architect Henry Kelly and Co constructed the school in 1871 in the Greek Revival style. It is a 4 x 2 bay, side gable, wood frame school building. It sits upon a brick foundation, which has been reinforced with CMU. The main façade faces south, where there are carved wood brackets supporting a bell shaped mansard roof over the entry. There are also pilasters located at the building corners as well as an entablature that runs around the front and rear with returns over the pilasters.

Today, the bldg is not in use, although the town owns it. The original 6/6-window sashes were replaced and according to the B form the original window trim exists although the protective plywood over the windows obscures it. The original chimney has been replaced with a metal vent, an egress door and stair was added in the 1980 and currently the schoolhouse is sheathed in vinyl siding (possibly added while it served as an American Legion Post.) Although, according to the inventory form, the original wood shingles are under the vinyl siding. According to the annual report for the Town of Harwich, three new schools were constructed in 1871 due to the development of the town and its educational system. Of the 3 schoolhouses built in 1871, only 2 remain. The East Harwich Schoolhouse was demo'd and the Schoolhouse in South Harwich is privately owned and has been altered. Therefore the West Harwich Schoolhouse is the best surviving example of a school from this time period in the town of Harwich

Currently it is the opinion of MHC that the building would not be individually eligible, but if the vinyl siding were to be removed it still reads as a good example of a Greek Revival schoolhouse. After removal of the vinyl siding, the school could be evaluated again by MHC for its eligibility for listing on the National Register of Historic Places. The West Harwich School would contribute to a potential historic district. West Harwich was an important fishing and ship making village and it would be eligible for listing under Criterion A as a village tied to these industries. It would also be eligible under Criterion C because of the many fine examples as architecture, such as the Greek Revival style, exemplified in the West Harwich schoolhouse. Structurally, the condition of the building appears to be good, minus some minor repairs. Although, at this point more information regarding the current condition of the interior as to its use as a school, and more information on the evolution of the building would be necessary.



PLEASANT BAY  
ALLIANCE

Memorandum

To: Board of Selectmen, Town of Harwich  
Fr: Carole Ridley  
Date: September 27, 2018  
Re: Watershed Permit Implementation Grant

The Town of Harwich, along with each of the other three towns in the Pleasant Bay Alliance, was issued a Watershed Permit for Pleasant Bay from Massachusetts DEP on August 3, 2018. On September 24, 2018, the Alliance was awarded \$250,000 from US EPA's Southeast New England Estuaries Program (SNEP) watershed grants program to cover the cost of implementation activities called for under the Watershed Permit. These activities include:

1. Developing an implementation framework for onsite de-nitrification septic systems;
2. Developing an implementation framework for shellfish aquaculture for nitrogen removal;
3. Developing a nitrogen trading pilot project;
4. Updating the water use and nitrogen loading portions of the Massachusetts Estuaries Project linked model, to be able to accurately assess the effectiveness of all four towns' implementation activities; and
5. Public outreach and education associated with the other tasks.

In a letter of commitment for the SNEP grant application, the Town previously committed the following match:

- \$11,400 in in-kind staff time (Heinz Proft) for 200 hours over 30 months
- Agreement to seek a Town Meeting appropriation for the Town's share of \$145,390 in cash match to conduct ecosystem modeling. In accordance with the MoA among the Alliance towns, that would amount to 18% or \$26,710.

The following actions are requested:

1. Provide your concurrence with the enclosed grant agreement to be executed by the Town of Chatham as fiscal agent for the Alliance or, alternately, provide any comments or questions.
2. Place an article on the 2019 Annual Town Meeting warrant for \$26,710 in cash match for the ecosystem modeling task. A proposed article follows:

Cc:  
Chris Clark  
Heinz Proft

Proposed Article:

To see if the Town will vote to raise and appropriate, or transfer from available funds, \$26,170 to cover the Town's share of matching funds for conducting an update of the Massachusetts Estuaries Project Linked Watershed Model for Pleasant Bay. The funds will be combined with a total of \$119,220 in matching funds from the Towns of Brewster, Chatham and Orleans, and \$72,610 from the Southeast New England Estuaries Program Watershed Grant awarded to the Pleasant Bay Alliance. The model update is an implementation activity specified in the Pleasant Bay Watershed Permit issued to the Town by Massachusetts Department of Environmental Protection.



OFFICE OF THE SELECTMEN

PHONE (508) 430-7513  
FAX (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



Mr. Thomas Ardito, Director  
Southeast New England Watershed Grants Program  
PO Box 476  
Saunderstown, RI 02874

June 5, 2018

Re: Pleasant Bay Watershed Permit Implementation Project

Dear Mr. Ardito:

With this letter the Town of Harwich is confirming its strong support of and financial commitment to the Pleasant Bay Watershed Permit Implementation Project.

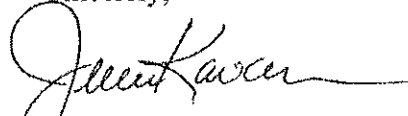
The Town of Harwich is a member community of the Pleasant Bay Alliance. Along with the other three Alliance towns, the Town of Harwich is seeking a Watershed Permit from Massachusetts Department of Environmental Projects. The permit consists of: (1) a targeted watershed management plan (TWMP); (2) general and specific conditions of a watershed permit; and (3) an inter-municipal agreement necessary to obtain the permit. The Watershed Permit Implementation Project will provide important guidance to assist the towns with implementing activities called for under the Watershed Permit and thereby attain the nitrogen reductions necessary to meet targeted maximum daily loads for total nitrogen in Pleasant Bay.

Accordingly, the Town of Harwich is committing in-kind professional staff support over the 30-month term of the project as described in the attached proposal, to ensure the success of the Project. The commitment of staff time will be funded through the Town's annual operating budget. The Board of Selectmen will seek funding through a Town Meeting article for the Town's share of cash match needed to conduct ecosystem monitoring and modeling.

The commitment of in-kind and cash support leverages the considerable cash and staff resources the Town has already contributed to our community's efforts to reduce nitrogen in Pleasant Bay. This commitment includes recent votes by Town Meeting to participate in the Pleasant Bay Watershed Permit, and to fund the construction of sewers in the Town's portion of the Pleasant Bay watershed.

Thank you for your consideration of this important Project.

Sincerely,

  
Julie Kavanagh, Chair  
Board of Selectmen



## **2018 SNEP WATERSHED GRANTS**

### **Subrecipient Agreement Between Restore America's Estuaries and Town of Chatham, MA, as Fiscal Agent for Pleasant Bay Alliance**

*September 1, 2018 – September 30, 2020*

**Contract #SNEPWG18-12-PBA**

#### **Points of Contact**

##### ***For Restore America's Estuaries:***

Thomas Ardito  
401-575-6109  
[tardito@estuaries.org](mailto:tardito@estuaries.org)  
P.O. Box 476, Saunderstown, RI 02874

##### ***For Town of Chatham/Pleasant Bay Alliance:***

Carole Ridley, Coordinator, Pleasant Bay Alliance  
PO Box 1584, Harwich, MA, 02645  
cr@ridleyandassociates.com  
508-430-2563, 508-221-8941 (mobile)

This constitutes an agreement between Restore America's Estuaries (RAE or the Recipient) and the Town of Chatham/Pleasant Bay Alliance (PBA or the Subrecipient), regarding the responsibilities of each in their roles as Recipient and Subrecipient under the 2018 round of Southeast New England Program (SNEP) Watershed Grants, **EPA FAIN Grant #00A00370**, and its amendments and supplements.

**1. Contract Documents:** Contract documents shall consist of this agreement and the following attachments, all of which are incorporated by reference into this agreement.

Attachment 1: Progress Report Requirements

Attachment 2: Final Report Requirements

Attachment 3: Project workplan and budget.

**2. Services:** PBA agrees to perform services as described in the scope and budget provided in Attachment 3 of this agreement (hereinafter the "Project.")

**3. Contract Amount:** Restore America's Estuaries agrees to make available \$250,000 for use by PBA for the contract period. PBA agrees to expend this money in conformity with the scope and budget in Attachment 3 (the Project.) PBA agrees to provide \$270,968 in Project-related matching costs as described in the budget. Matching funds must be from non-federal sources and must be expended during the period of this agreement.

**4. Contract Period:** This agreement covers the period **September 1, 2018 through September 30, 2020**. Work shall be completed and all reimbursable expenses incurred by **August 31, 2020**.

**5. Alterations:** Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to RAE, and must be approved in advance in writing by RAE. Cumulative transfers of funds among approved direct cost categories that exceed 10% of the total award must be approved by RAE in writing in advance.

For Subrecipients with a current Negotiated Indirect Cost Rate Agreement (NICRA) on file with a federal agency, amended budgets must maintain consistency with the NICRA and the requirements of the 2018 SNEP Watershed Grants Request for Proposals (RFP). For these Subrecipients, indirect costs may not exceed 25% of the award amount.

For Subrecipients without a current NICRA, amended budgets must maintain consistency with the requirements of the 2018 SNEP Watershed Grants RFP, and may not exceed 10% of Modified Total Direct Costs as described in the RFP.

**6. Progress & Final Reports:** The Subrecipient agrees to submit progress reports twice yearly, and a final report upon completion of the Project, according to the following schedule:

Report	Period Covered	Due Date
Progress #1	Sep. 1, 2018 – Dec. 31, 2018	Jan. 31, 2019
Progress #2	Jan. 1, 2019 – Jun. 30, 2019	Jul. 31, 2019
Progress #3	Jul. 1, 2019 – Dec. 31, 2019	Jan. 31, 2020
Progress #4	Jan. 1, 2020 – Jun. 30, 2020	Jul. 31, 2020
Final Report	Entire Project period (completion no later than Aug. 31, 2020)	30 days following completion of Project and no later than Sept. 30, 2020.

Progress and final reports will reference the goals and objectives included in Attachment 3 and indicate the progress that has been made toward each during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described above and in Attachments 1 & 2. RAE reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this agreement. See Attachments 1 & 2 for more information on reporting formats.

Final reports should be geared toward an audience broader than simply RAE – in other words, it should be designed to communicate Project outcomes and results in a meaningful way to end users, stakeholders and others who may be able to learn from or take advantage of, or learn from Project outcomes and results. In all cases the final report should include an executive summary providing a brief but complete overview of Project outcomes and results, as specified in Attachment 1. In the event that the final report is intended for a technical audience, the executive summary should be written for a general audience and suitable for such purposes as reporting to funding agencies, elected officials, general-interest media outlets, etc. See Attachment 2 for more information.

**Be sure to take plenty of high-resolution photographs throughout the course of the Project for use in progress reporting and, most importantly, the final report and executive summary. See Attachments 1 & 2 for more information.**

**7. Collaboration and Communication:** SNEP Watershed Grants Program supports the Southeast New England Program (SNEP), an initiative of the U.S. Environmental Protection Agency (EPA), Region 1. The mission of SNEP is to:

*Foster collaboration among regional partners across southeast New England's coastal watersheds to protect and restore water quality, ecological health and diverse habitats by sharing knowledge and resources, promoting innovative approaches, and leveraging economic and environmental investments to meet the needs of current and future generations.*



More information about SNEP is available at

<https://www.epa.gov/snecwrp>

Strong local and regional partnerships are essential in carrying out the mission of SNEP. Subrecipient agrees to participate in SNEP through at least two workshops or conferences over the course of the Project.

Subrecipient agrees to acknowledge SNEP and RAE in communications with the media, the public, and elected officials about the Project, including all publications, work products, academic and general publications, videos, signage, press releases, etc. Signs, printed reports and similar materials should include the SNEP logo where practicable. Subrecipients may download high-resolution digital files of the SNEP logo at [www.snepgrants.org](http://www.snepgrants.org).

***Example acknowledgement language:***

*[Project name] is supported by the Southeast New England Program (SNEP) Watershed Grants. SNEP Watershed Grants are funded by the U.S. Environmental Protection Agency (EPA) through a collaboration with Restore America's Estuaries (RAE). For more on SNEP Watershed Grants, see [www.snepgrants.org](http://www.snepgrants.org)*

Subrecipient will coordinate with RAE on outreach plans, events, products, and media coverage associated with the Project, so that RAE may assist with the development of outreach communications and messaging. Subrecipient should provide drafts of any outreach plans to RAE staff for review and input. In particular, all press releases should be shared with RAE in draft at least one week in advance of release to allow RAE the opportunity to provide comments, and a quote if requested.

Subrecipient agrees to provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports to RAE, or when available throughout the award period.

Subrecipient will provide RAE with high-resolution before, during, and post-implementation photos of the Project. Photos of Project sites prior to construction and during Project implementation should be submitted with progress reporting or as requested by RAE.

Subrecipient will notify RAE of all significant Project-related meetings and events (Project team meetings, public meetings, public hearings and presentations, press events, commencement of construction, ribbon-cuttings, etc.) at least one week prior to the event.

SNEP Watershed Grants are federal funds. RAE will assume, therefore, that all completed work products funded by SNEP are in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work

products are subject to other intellectual property requirements, the Subrecipient shall inform RAE of such requirements ***prior to signature*** of this grant.

Project implementation sites (e.g., best management practice (BMP) installations, construction areas, etc.) must display, where appropriate and practicable, a permanent sign indicating that the Project has received funding through the U.S. Environmental Protection Agency, Southeast New England Program, and Restore America's Estuaries, and including the SNEP logo. Signage should also identify other contributing partners.

**8. Permits & Compliance:** Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including EPA Quality Assurance Project Plan (QAPP) requirements.

**9. Invoices:** Subrecipient will invoice RAE at least quarterly and at most monthly for reimbursable Project expenses. Generally, payment of approved expenses will be by reimbursement by RAE; however, the Subrecipient may request advance payment if necessary.

**In the event that advance funds are needed, requests should be made at least one month prior to the anticipated need for the funds.**

Invoices must follow the following format:

- The invoice must be on organization letterhead.
- Reference the contract number.
- Include date of invoice and period covered.
- List the total amount of expenses and match incurred during the invoice period by approved grant budget categories, as contained in the line item budget in Attachment 3.
- Indicate the amount of cumulative expenses and match from the beginning of the budget period and the balance still available. This information should also be listed by approved grant budget categories, as contained in the line item budget in Attachment 3.
- Include a general description of work performed or costs incurred.
- List the Project task that the requested amount applies to. If the requested remittance amount applies to two or more Project tasks, the invoice must list the amount that will be applied to each.
- Cash and in-kind matching funds should be listed separately, and the source of all match identified.
- Include organization name, mailing address for payment, and any cost codes that should be included on the check.
- Invoices must be signed by an authorized representative of the organization.

Submit invoices in PDF format to:

[s nepgrants@estuaries.org](mailto:snepgrants@estuaries.org)

***Note: Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by RAE in advance in writing.***

**10. Financial Records:** Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, including matching funds, and agrees to allow Restore America's Estuaries, EPA, and their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

To comply with federal regulations, Subrecipient agrees to maintain a financial management system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for three (3) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

All employees paid in whole or in part from funds provided under this agreement must prepare a time sheet indicating the hours worked for each pay period. Personnel activity reports (i.e. timesheets) reflect an after-the-fact determination of the actual activity of each employee charging time to the agreement and must reflect all time spent by an employee and be signed by the employee or a supervisor. "Timesheets" are required only for those employees charging time to the Project, and then must reflect all time spent by the employee.

Subrecipient should keep records, based on these time sheets and the hourly payroll costs for each employee, indicating the distribution of payroll charges.

Subrecipient must maintain in its records documentation of non-federal Project-related matching costs in the amount specified in the budget under Attachment 3. Subrecipient agrees to adhere to federal rules and guidelines governing documentation and acceptability of Project-related matching costs.

Matching Contributions, whether in the form of cash, goods and services, or property, must be:

- 1) Non-federal in nature (Federally appropriated or managed funds are ineligible.);
- 2) Utilized for work in support of the Project;
- 3) Expended within the timeframe of this contract; and,

4) Voluntary in nature (Funds presented for fulfillment of mitigation, restitution, or other permit or court-ordered settlements are not eligible.). Subrecipients must document and maintain all records of matching contributions.

**11. Audits:** RAE reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion.

In the event that the Subrecipient's total expenditures under federal awards exceed \$750,000 in a fiscal year, an audit meeting the requirements of 2 CFR 200 is required. It is the Subrecipient's responsibility to contract for this audit and to submit a copy to RAE no later than thirteen months after the close of the fiscal year to which the audit pertains, for fiscal years that fall in whole or in part within the period of this agreement. If an audit discloses findings or recommendations, Subrecipient agrees to include with the audit report a corrective action plan containing the following:

- The name and number of the person responsible for the corrective action plan.
- Specific steps to be taken to comply with the recommendations.
- A timetable for performance and/or implementation dates for each recommendation.
- Descriptions of monitoring to be conducted to ensure implementation.

In the event that the Subrecipient completes any other routine or required audits during the period of this grant (for example, an annual independent audit), the Subrecipient will inform RAE of the availability of the audit within 30 days of completion, and will provide RAE with a copy of the audit *if requested by RAE*.

**12. Allowable and Unallowable Costs:** SNEP Watershed Grants are federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 and applicable OMB Circulars in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these regulations. Reimbursement by RAE for any cost that is later determined to be unallowable does not constitute sanction by RAE for the unallowable use of these funds.

**13. Indemnification:** The Subrecipient agrees to indemnify RAE against all losses for expenses incurred by the Subrecipient that are, or are later held to be, unallowable. Reimbursement by RAE to the Subrecipient for such costs does not negate nor in any way nullify the Subrecipient's responsibility under this provision.

As the direct Recipient of funds under this Award, RAE is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with RAE in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.



**14. Project Data and Results:** Sharing of Project data and results, including environmental data and analysis, is a SNEP priority. All information collected and/or created under this grant/cooperative agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than one (1) year after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user.

Project results will similarly be made available in a timely manner, typically via the final report described above and in Attachment 2.

**15. Signatures**

**For Restore America's Estuaries**

By: \_\_\_\_\_  
Jeff Benoit, President & CEO

Date: \_\_\_\_\_

**For Town of Chatham/Pleasant Bay Alliance**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachments**

- Attachment 1: Progress Report Requirements
- Attachment 2: Final Report Requirements
- Attachment 3: Project workplan and budget.



PLEASANT BAY  
ALLIANCE

Mr. Thomas Ardito, Director  
Southeast New England Watershed Grants Program  
PO Box 476  
Saunderstown, RI 02874

July 31, 2018

Dear Mr. Ardito (Tom):

On behalf of the Pleasant Bay Alliance (Alliance), I would like to thank you for your July 18<sup>th</sup> letter indicating that the Regional Watershed Permit Implementation Project for Pleasant Bay has been selected for a partial SNEP grant award of \$250,000.

The attached budget table has been revised to reflect the \$250,000 award. Accordingly, the Alliance's SNEP grant request has been reduced by \$98,507 and the non-federal match amount has been reduced by \$15,000, compared with the Alliance's June 8<sup>th</sup> full proposal. The following changes in grant request and match are itemized in the two right-hand columns on the budget table:

- Task 1A, Fertigation, has been removed. This reduces the grant request by \$60,900 and the match by \$5,000.
- The grant request for QAPP Development has been reduced by \$5,000 to reflect the removal of the fertigation task.
- Under Task 2, Nitrogen Trading, the subtask of legal assistance has been reduced by \$10,000. Of this amount, \$9,780 has been reallocated as a grant request under the subtask of scenario modeling runs, and the match for that subtask has been reduced by \$10,000.
- Under Task 4, Guidance Document/Deliverables, the grant request for graphic design of the guidance book has been reduced by \$4,000, and for web design and videos, the grant request has been reduced by \$5,000 and \$10,000, respectively, for a total \$19,000 reduction in grant request for this task.
- The Project will not request reimbursement of 10% of Total Maximum Direct Cost, a reduction of \$13,387 previously requested.

Please let me know if you would like to discuss the proposed changes. If these changes look acceptable to you, we would request an opportunity to review the proposed grant agreement with our member towns before submitting it to the Town of Chatham, our fiscal agent, for execution on our behalf.

Thank you for your consideration of these proposed revisions. We look forward to finalizing the necessary documents and working with you on this important project.

Sincerely,

A handwritten signature in black ink that reads "Carole Ridley". The signature is written in a cursive, flowing style.

Carole Ridley  
Coordinator

Cc:

Alliance Steering Committee  
Robert Duncanson, Ph.D, Chatham  
George Meservey, Orleans  
Chris Miller, Brewster  
Heinz Proft, Harwich  
Mike Giggey, Wright Pierce  
George Heufelder, Barnstable County  
Brian Baumgeartel, Barstable County  
Mark Nelson, Horsley Witten

## 2018 SNEP Watershed Grants Proposal

Submitted June 8, 2018 to [snepgrants@estuaries.org](mailto:snepgrants@estuaries.org) - Revised July 31, 2018

### **Applicant Organization and Nature of Organization:**

#### **Pleasant Bay Alliance c/o Town of Chatham, fiscal agent**

The Pleasant Bay Alliance (Alliance) is a governmental organization formed in 1998 by intermunicipal memorandum of agreement (MoA) among the Towns of Orleans, Chatham, Harwich, and Brewster, Massachusetts. Under the MoA, Chatham serves as fiscal agent for the Alliance. The Alliance is responsible for developing and implementing the multi-faceted Pleasant Bay Resource Management Plan encompassing the Pleasant Bay Area of Critical Environmental Concern (ACEC) and watershed (System). The plan addresses biodiversity, wetlands protection, fisheries, coastal resiliency, nutrient management, navigation, and public access.

Among its responsibilities, the Alliance will be charged with overseeing the Pleasant Bay Watershed Permit to be issued by MassDEP to the Alliance towns. In this capacity the Alliance will coordinate joint activities under the Permit, undertake engineering and economic studies to support permitted activities, and coordinate system-wide monitoring and modeling of water quality and other ecological parameters.

State officials have recognized the Alliance as a model for intermunicipal cooperation in coastal resource management. More information about the Alliance and its programs is available at [www.pleasantbay.org](http://www.pleasantbay.org).

### **Applicant Point of Contact and Project Leader:**

Carole Ridley, Coordinator, Pleasant Bay Alliance

Email: [cr@ridleyandassociates.com](mailto:cr@ridleyandassociates.com)

Mail: PO 1584, Harwich, MA 02645

Tel.: 508-430-2563; Mobile: 508-221-8941; Fax: 508-432-3788

### **Partner Organization**

Alliance member towns: Town of Brewster, Town of Chatham, Town of Harwich, Town of Orleans  
Barnstable County Department of Health and Environment

### **Project Name**

Regional Watershed Permit Implementation Project for Nitrogen Management in Pleasant Bay, Cape Cod, Massachusetts (Project)

### **Project Location**

The Pleasant Bay watershed consists of approximately 21,600 acres located in four Massachusetts towns: Orleans (41%), Chatham (30%), Harwich (13%), and Brewster (16%). The western-most boundary of the watershed extends nearly two miles from the shoreline of the Bay.

### **Cost**

Total amount of request: \$250,000

Total project cost: \$520,968

Total amount of non-federal match: \$270,968

Match percentage: 108% of SNEP grant request;  
52% of total project cost

### **Signature**

Allin P. Thompson, Jr.  
Pleasant Bay Alliance Steering Committee

Carole Ridley  
Coordinator



## 2. Project Narrative

**2.A Problem Statement:** Pleasant Bay is among the largest estuarine systems in Southeast New England and a state-designated Area of Critical Environmental Concern (ACEC). Since 1998, the Pleasant Bay Alliance (Alliance) has coordinated a locally- and state-approved Resource Management Plan (RMP) for the ACEC and watershed aimed at preserving natural resources and extensive public benefits. The RMP identifies excessive nitrogen loading from watershed land uses as the primary impairment to water quality and habitat health. The Massachusetts Department of Environmental Protection (MassDEP), under the Federal Clean Water Act, established 19 Total Maximum Daily Loads (TMDLs) for Nitrogen in Pleasant Bay and its sub-embayments, requiring substantial reductions in nitrogen loading. Achieving the TMDLs is critical to the ecology, economy, and quality of life benefits derived from Pleasant Bay and shared by users from the surrounding towns, Cape Cod, and the state. Attaining water quality goals requires ongoing coordinated regional action

**2.B Project Description:** Each Alliance member town developed a plan to address its share of responsibility for reducing nitrogen from watershed sources. The Alliance analyzed the combined effect of the four town plans in the *Pleasant Bay Composite Nitrogen Management Analysis* (2017). The Towns endorsed the *Composite Analysis* as an accurate representation of each Town's share of current nitrogen load and load removal responsibility. The *Composite Analysis* provided the basis for subsequent development of a Targeted Watershed Management Plan (TWMP) by the Alliance and member towns. The Alliance and member towns participated in a Watershed Permit Pilot Project with MassDEP, US EPA, and Cape Cod Commission to pursue efficiencies and cost savings through coordinated implementation of nutrient management actions identified in the TWMP. Town Meetings in all four Alliance towns voted to authorize participation in a Watershed Permit.

As likely recipients of the first Watershed Permit in Southeast New England, the member towns face multiple issues related to Permit implementation, administration, monitoring and reporting for which there is no guidance or precedent. The lack of clear regulatory pathways, cost models, monitoring and reporting requirements, and management frameworks hinders swift implementation of promising non-traditional technologies for nitrogen mitigation. This proposed project, *Regional Watershed Permit Implementation Project for Nitrogen Management in Pleasant Bay*, will generate replicable guidance on key implementation issues. This guidance will benefit Alliance towns, and provide a resource for other communities participating in a Watershed Permit. As described below, the Project has four interrelated parts: Tasks 1 and 2 deal with optimizing non-traditional nitrogen reduction measures and exploring alternate funding mechanisms; Task 3 provides a means for modeling the effects of optimized nitrogen reduction scenarios based on updated model parameters; and Task 4 generates a comprehensive guidance document, videos and other tools for stakeholder engagement, and a public education program to convey guidance information to stakeholders in the Pleasant Bay watershed, and other Southeast New England communities.

The Project will develop a Quality Assurance Project Plan (QAPP) to govern collection and analysis of primary and secondary data for the Project. It will be prepared in accordance with the "EPA Requirements for Quality Assurance Project Plans" (EPA QA/R-5). A draft QAPP will be submitted to RAE and EPA for review no later than 30 days prior to the initiation of any field sampling conducted under the grant. A revised version will be submitted for approval upon receipt of comments from EPA. The QAPP will present methods and techniques for collecting and analyzing data collected in the field and methods for the assessment and application of secondary data from literature sources and past reports. The QAPP will be prepared by the Alliance Team, including Town staff and contractors.

## **Task 1. Implementation and Management Protocols for Non-Traditional Technologies**

Towns in the Pleasant Bay watershed, and elsewhere in Southeast New England, are relying on non-traditional technologies as a cost-effective nitrogen reduction strategy. The Pleasant Bay TWMP documents how non-traditional technologies will be relied upon for achieving about 30% of TMDL compliance. Task 1 is intended to further the permitting, regulation development, cost determination, and performance monitoring of golf course fertigation, on-site denitrification, and shellfish harvesting.

### **A. On-Site Denitrification Septic Systems**

The Towns of Brewster and Orleans intend to implement programs requiring selective use of private on-site denitrification systems to satisfy significant portions of their shares of TMDL compliance (i.e., Brewster: 590 kg/yr; Orleans: 2,024 kg/yr). Appendix I of the TWMP lays out the current thinking on how such programs would be implemented, how nitrogen credits would be measured, and how natural attenuation should be accounted for, with the understanding that each town would refine its plan during the first five years of the Watershed Permit. Task 1 proposes to refine plans and develop town-specific details.

Key determinants of the nitrogen impact from on-site systems are: (1) the wastewater flow subject to nitrogen removal, (2) the nitrogen removal performance of the treatment system, (3) the number of systems installed and (4) the natural attenuation that occurs downgradient. It is performance of the treatment system(s) that is the least understood and the focus of this Task.

In this Task, the Alliance team, following approved QAPP protocols, will:

1. Establish the target effluent nitrogen concentration for on-site systems, in a way that will be useful to other municipalities, relying on the experience of the Massachusetts Alternative Septic System Test Center.
2. Identify best available technologies (BATs) to meet the nitrogen reduction standard. The assessment will consider new information from various demonstration projects and efforts including the Suffolk County, New York/ Stony Brook University efforts (Long Island), the West Falmouth Harbor Project, the 2016 SNEP Project, the Massachusetts Clean Energy Council projects on Martha's Vineyard, the Massachusetts Alternative Septic System Test Center, and others. BATs are expected to include both mechanical systems and horizontal reactive barrier ("layer cake") systems that have a high likelihood of obtaining regulatory approval.
3. Establish monitoring standards for on-site systems, weighing the cost of monitoring against the need for reliable nitrogen removal data and in consideration of what entity will be responsible for sampling and analysis. Consider statistical methods to estimate town-wide performance without frequent sampling of every system.
4. Prepare a cost model to document the capital and O&M costs of systems installed under a municipal program and to compute a dollar-per-pound-of-nitrogen-removed metric that can be readily compared to analogous data for other technologies, and can be the basis for nitrogen trading. Update the cost information presented in the Barnstable County Cost Report (2010) and summarize the data and recommendations in a report that can be used Cape-wide. Include per-property estimates of nitrogen removal under such a municipal program, such as 3 lb/yr for seasonal parcels and 5 lb/yr for year-round parcels.
5. Develop the implementation framework for municipally-directed programs for both Orleans and Brewster, including draft regulation to require the systems, protocols for installation, monitoring and reporting, and procedures for addressing non-compliance.

The deliverable of this Task will be a technical memorandum documenting subtasks 1 through 5 above.

In coordination with outreach activities identified in Task 4 below, findings will be communicated using the following strategies: (1) Presentation of findings at a public meeting for residents of all four Pleasant Bay Alliance towns and the region; and (2) A workshop for officials of all fifteen Cape Cod towns to educate water quality planners and decision-makers.

## **B. Shellfish Harvesting**

The Town of Orleans intends to implement shellfish harvesting programs at several sites in the Bay to satisfy nearly 40% of its share of TMDL compliance (the removal of about 3,700 kg/yr of nitrogen load). The initial focus has been on growing and harvesting oysters in Lonnie's Pond (273 kg/yr target), with other sites within Pleasant Bay being considered. Appendix J of the TWMP sets forth an outline of a formal program and a means of calculating nitrogen removal credits. The details of Orleans' approach must still be worked out, based on the Lonnie's Pond demonstration project. Next steps are to (1) continue monitoring the Lonnie's Pond demonstration to establish the scientific basis for the practical and administrative facets of the overall program; (2) prepare a management plan to guide project implementation (currently under contract with the University of Massachusetts, School of Marine & Science Technology, SMAST); and (3) prepare a Request for Qualifications (RFQ) to identify a qualified grower responsible for the long-term program.

The goals of the Lonnie's Pond demonstration have been to: (1) determine the feasibility of growing upwards of 2 million oysters; (2) determine the best approaches for aquaculture for water quality improvement; (3) initiate and evaluate outreach efforts relative to continued and expanded aquaculture efforts; (4) quantify nitrogen removals under different oyster sizes and densities; (5) determine regulatory mechanisms for continued implementation; and (6) document risks and solutions for general deployment of oysters for nitrogen mitigation in the Town's estuarine basins.

The Lonnie's Pond Demonstration Project was planned as a three-year effort beginning in 2016 to evaluate the water quality impacts and implementation issues associated with enhanced aquaculture for nitrogen reduction. Year 3 commenced with the 2018 growing season. In 2019, the Town will work to transfer the program to a qualified private grower. Monitoring during the Demonstration Project has shown some removal of nitrogen due to shellfish growth and bio-deposition and review of available monitoring has shown some water quality improvements. However, it has become increasingly clear that use of oyster aquaculture as part of the Town nutrient management plans has logistical, regulatory, and monitoring components that need to be specified in a Management Plan. Next steps for the project include developing that Management Plan and, during the transition, continuing the monitoring plan from the 3-year demonstration project. Monitoring has been and will continue to be conducted in accordance with the applicable sections of the Massachusetts Estuaries Project QAPP.<sup>1</sup>

In this Task, the Alliance team will:

1. Develop the Management Plan to include: (a) identification of feedbacks between water quality improvements and culture operations, including shellfish and water quality management decision points and their likely schedule within and between years; (b) a communications plan to ensure that all Town stakeholders understand results and activities; (c) estimates of costs and associated contingencies; (d) developing options for dealing with loss/death of oysters and therefore loss of nitrogen removal and the needed schedule for replacement depending on the time of year; and (e) working out the pragmatic details such as the ideal number of oysters, sizes, deployment areas, and ultimate use/sale.

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<sup>1</sup> Howes, B. and R. Samimy. 2003. Quality Assurance Project Plan: DEP/SMAST Massachusetts Estuaries Project. Year 1 Final. School for Marine Science and Technology, University of Massachusetts Dartmouth and Massachusetts Department of Environmental Protection. 400 pp

2. Continue the Lonnie's Pond monitoring program into the Summer of 2019 when oysters will be acquired and installed by a private grower under Town supervision, with up to 2 million additional oysters to achieve goal of 273 kg of N removed. The Alliance will contract with SMAST to monitor water quality, sediment nitrogen dynamics (including denitrification and recycling), oxygen, chlorophyll and water clarity in the installation area as well as control areas and the two surface water inflows through October. (These efforts will follow the methodology established in the 2016 field sampling.)
3. Prepare a Technical Memorandum to synthesize the previous 3 years of oyster deployments and:
  - Determine the feasibility of growing upwards of 2 million oysters;
  - Determine the best approaches for aquaculture for water quality improvement;
  - Initiate and evaluate outreach efforts relative to continued and expanded aquaculture efforts;
  - Quantify nitrogen removals under different oyster sizes and densities;
  - Determine regulatory mechanisms for continued implementation; and
  - Document risks and solutions for general deployment of oysters for nitrogen mitigation.
4. Prepare a model RFQ for a long-term grower for purposes of shellfish harvesting for nitrogen removal.
5. Coordinate with the Town of Orleans officials including the Orleans Shellfish Advisory Committee as appropriate relative to this Project, including three meetings.

The Task deliverable will be a technical memorandum encompassing the information listed in subtask 1.C.3 above. In coordination with outreach activities identified in Task 4 below, findings will be communicated using the following strategies: (1) Presentation at a public meeting for residents of all four Alliance towns and the region; (2) A workshop for officials of all fifteen Cape Cod towns to educate water quality planners and decision-makers on the advantages and disadvantages of shellfish aquaculture;

### **Task 2. Nitrogen Trading Demonstration Project**

Looking at the Pleasant Bay watershed in its entirety, one can identify the most cost-effective locations for nitrogen load removal. Nitrogen removed at those optimum locations will not necessarily match the towns' responsibilities for TMDL compliance. That is, without a watershed-wide approach, one or more of the towns in a shared subwatershed may implement projects that are not as cost-effective as projects in other towns. That problem can be overcome through nitrogen trading, in which the town with the low-cost options removes more nitrogen than it is responsible for and another town removes less. The second town pays the first town for the "extra" nitrogen load that is removed on its behalf.

The TWMP for Pleasant Bay identifies specific opportunities for nitrogen trading to reduce costs and speed implementation. Those opportunities have not yet been explored in sufficient detail to be made part of the Watershed Permit. The purposes of this Task are to 1) develop the details for three nitrogen trading scenarios to allow cost saving revisions in the implementation plan in the Pleasant Bay Watershed Permit, 2) set forth a planning process that can be used in other Southeastern New England watersheds where similar cost saving opportunities exist, and 3) carry out a public education program that educates stakeholders on key issues and builds support for any necessary Town Meeting actions.

In the simplest case, two towns might make a "one-for-one" trade, where 100 kg/yr is removed by one town to address a 100 kg/yr need in another town. Not all trades will be "one-for-one" however. For proper accounting, each nitrogen removal project must be assigned an "equivalency factor" (EF) to account for the geographic location of the removal and for natural attenuation. The EF is a function of the two nitrogen removal projects being considered. MEP modeling is needed to determine the EFs. Determining the EFs for a proposed nitrogen trade is an important early step, since the EFs will be major determinants of the ultimate trading price.



Three nitrogen trading scenarios will be developed as part of this Task. The scenarios will involve all four Alliance towns, cover both attenuation and location of removal, and address traditional and non-traditional technologies and could include:

**Scenario 1.** On behalf of Brewster, Harwich uses public sewerage to remove more than its share of load from the Pleasant Bay sub-watershed. (same sub-watershed, no attenuation)

**Scenario 2.** Orleans removes more than its share of upper Bay load on behalf of Brewster, who would otherwise remove N at locations upgradient of several ponds. (same sub-watershed, attenuation)

**Scenario 3.** Chatham builds more extensive sewers, "over-removing" load from the lower Bay so that Orleans needs to remove less at its shellfish harvesting sites. (different subwatershed, no attenuation, traditional vs. non-traditional)

The Alliance team led by Wright Pierce, following approved QAPP protocols, will:

1. Compile summaries of nutrient trading programs now in place across the US. Identify key features that have been successful, as well as hurdles to successful implementation.
2. Identify possible frameworks for nitrogen trading on Cape Cod. Identify pros and cons of the best options and recommend a single approach, probably a two-party IMA-based system, as opposed to a nitrogen bank system requiring a third party.
3. Formulate three nitrogen trading scenarios within the Pleasant Bay watershed to use in exploring relevant issues. The scenarios will involve geographic and attenuative Equivalency Factors less than one, and therefore requires use of the MEP model.
4. Review cost estimates contained in the towns' CWMPs and normalize them for a consistent set of assumptions and in current dollars. Review the results with town consultants. (This effort will result in independent estimates, by technology, that can serve as an unbiased baseline for inter-town negotiations on trading.)
5. Explore the regulatory and legal hurdles to nitrogen trading. Propose a method of incorporating trading programs within a DEP watershed permit. Determine from DEP any approvals that would be required beyond a watershed permit. Identify legal issues and propose solutions.
6. Estimate the Equivalency Factors for the three selected Pleasant Bay trading scenarios, including multiple MEP modeling runs.
7. Develop the technical and financial details of the three trading scenarios in sufficient detail to be able to suggest a trading price in dollars per pound of nitrogen removed. Identify key issues that must be addressed by the participating towns to complete the trade.
8. Through a meeting with DEP staff, determine how trading partners can best avail themselves of SRF funding. Also consider issues related to other funding programs.
9. Develop an outline for a model IMA for nitrogen trading.
10. Explore the cost recovery options for both buyer and seller, including betterments, property taxation, user fees and special-purpose levies. Compile a list of pros and cons of each option, specifically as they pertain to nitrogen trading situations.
11. Prepare an implementation plan and schedule for moving forward with each of the three trading scenarios. Relate the schedule to the expected updating of the TWMP and Watershed Permit.
12. Establish criteria that towns can use to identify nitrogen trading opportunities in other watersheds.

The deliverable of this Task will be a report and supporting graphics to summarize the findings of this study.

In coordination with outreach activities identified in Task 4 below, findings will be communicated using the following strategies: (1) presentation at a meeting of Cape Cod town managers and administrators, and will include finance directors and finance committee members of the four towns; (2) presentation at a public meeting for residents of all four Pleasant Bay Alliance towns and the region; (3) A workshop for officials of

all fifteen Cape Cod towns to educate water quality planners and decision-makers on the advantages and disadvantages of nitrogen trading.

### **Task 3. Ecosystem Monitoring and Modeling for Implementation**

The Massachusetts Estuaries Project (MEP) model runs used as the basis for the nineteen Pleasant Bay TMDLs were conducted in 2005 using data that is now fifteen years old. Since that time, major changes to the System have occurred, including formation of a second inlet and fluctuations in tide range and tidal prism. Also, additional years of water quality data collected by the Alliance water quality monitoring program is now available, along with updated land use and water use data for each town. Completion of this Task is necessary to: confirm the efficacy of the composite strategies outlined in the TWMP and evaluate the benefits of up to three alternative nitrogen trading strategies.

In this Task, the Alliance team, with the Coastal Studies Program at UMASS Dartmouth School for Marine Science and Technology, will update the linked water quality-nitrogen loading model to incorporate updated hydrodynamics, updated water quality data, and updated water use and land use data. Having an updated model that reflects current conditions in the estuary and watershed is necessary in order to assess the four towns' composite nitrogen reduction strategies. The updated model is also necessary to assess the nitrogen trading scenarios identified in Task 2 above and determine the Equivalency Factors for each scenario.

Specific subtasks include:

1. Use the current linked model to assess the impact of the composite strategies outlined in the TWMP, as a baseline measurement.
2. Update the baseline Pleasant Bay assessment data in the linked model to reflect current conditions. Specific updates include:
  - Install tide gages and ADCP profilers, and collect and synthesize data to update hydrodynamics
  - Update inputs to the water quality model to include data collected through 2017
  - Update inputs to the nitrogen loading model to include current watershed land use and water use data for each town.
3. Develop an updated MEP linked watershed-water quality model to assess the impact of the composite strategies outlined in the TWMP, and assess alternate scenarios for nitrogen trading:
  - Integrate updated nitrogen loading and water quality models
  - Calibrate/validate the model with available water quality data
  - Incorporate town nitrogen mitigation strategies into the updated nitrogen loading model and evaluate the composite scenario in the TWMP.
  - Provide updated nitrogen loads and removals by town and TMDL subwatershed
4. Identify the key factors and describe the process other communities could use to assess how changes in the coastal system or watershed of a coastal system can affect TMDL compliance, and determine the appropriate strategy and timeline for modifying model inputs.

The deliverables of this Task include draft and final project reports, summarizing results from the overall project, with emphasis on the results of the updated and refined MEP models and assessment of habitat quality. The draft will be presented to and reviewed by Project partners, Cape Cod Commission, MassDEP and USEPA and comments from that review will be incorporated into a final report. The findings are expected to have broad regional significance by supporting the nitrogen trading analysis and by providing a method, described in 4 above, by which towns can undertake to update model inputs under changing conditions.

All data and model files generated for this Task will be available to the public. In coordination with outreach activities identified in Task 4 below, the findings outlined in the report will be communicated using the following strategies: (1) presentation at a public meeting for residents of all four Pleasant Bay Alliance towns and the region; (2) a workshop for officials of all fifteen Cape Cod towns to educate water quality planners and decision-makers on the key factors, timeline and process by which model changes can be cost effectively undertaken.

#### **Task 4. Watershed Permit Implementation Guidebook and Public Engagement Program**

Substantial benefits to the health of Pleasant Bay are anticipated from implementation activities called for under the Watershed Permit. The programmatic guidance, costs analyses, and protocols for monitoring and assessing the efficacy of non-traditional technologies developed by the Project will facilitate implementation activities. While every coastal system is unique, the deliverables and lessons learned under this Project have potential for broader application in other Southeast New England coastal communities.

The Alliance has an established regional presence and track record for disseminating technical and policy information to local, regional, state, and federal decision makers and the general public. In addition to participating in the SNEP technical working session and the SNEP Partners & Technology Transfer meeting, the Alliance team will develop and implement a broad-based multi-media effort to ensure that local and regional stakeholders are engaged, and the implementation guidance generated by the Project is accessible to other coastal communities. The Alliance's extensive network of local, regional, state and national contacts will be accessed to communicate Project information and findings. Organizations that will be engaged include: Friends of Pleasant Bay, Friends of Chatham Waterways, Orleans Pond Coalition, Pleasant Bay Community Boating, Association to Preserve Cape Cod, Cape Cod Selectmen and Councilors Association, Cape Cod Compact of Conservation Trusts, Harwich Conservation Trust, Chatham Conservation Foundation, Brewster Conservation Trust, Orleans Conservation Trust, Center for Coastal Studies of Provincetown, National Park Service/Cape Cod National Seashore, and SEMCO, Massachusetts Municipal Association, Massachusetts Shellfish Officers Association, Massachusetts Audubon, and Northeast Regional Ocean Council.

A distribution, technology-sharing, and publicity plan would be developed to encompass the following:

##### **A. Technical Reports and Workshops**

Each of the Tasks identified above will generate a deliverable consisting of a technical memorandum or report with supporting graphics and analyses. In the case of Task 3, data sets and model files will be accessible to the public. As noted above, these materials will be posted and readily accessible on the Alliance website, and town websites, and will be provided to the Cape Cod Commission, MassDEP, USEPA, SNEP and other agencies upon request to disseminate through their networks.

All work products will be discussed and reviewed in draft form at publicly posted Alliance meetings. Targeted groups (i.e., Finance Directors, Select Board members, wastewater committees) will be encouraged to participate.

Upon completion of Tasks, one or more technical workshops will be held in a posted public meeting format to allow interested members of the public to participate in development of products;

Technical documents, data sets and presentations will be posted on the Alliance website and town websites. Findings will be provided to the Cape Cod Commission to incorporate in the Technology Matrix or other public resources developed and maintained by the Commission as part of the 208 plan.

## B. Guidebook

The deliverables and key findings generated by Tasks 1-3 above will be compiled into a Watershed Permit Guidebook. The Guidebook will be geared toward distilling highly technical information and key findings for broader accessibility. The printed and web-based guidebook would document intermunicipal coordination to address nutrient loading, and provide tools and analysis to address the implementation issues outlined in Tasks 1, 2, and 3. Specific sections of the guidebook would encompass:

- Cost effective data collection and modeling on a watershed scale, including the process for assessing the cost effectiveness of updating data sets and models to reflect changing conditions
- Development of a TWMP
- Intermunicipal agreements and other tools for intermunicipal coordination
- Implementation guidance for innovative/alternative onsite denitrification septic systems
- Implementation guidance for shellfish aquaculture
- Implementation guidance for fertigation and golf course fertilizer management
- Implementation guidance for nitrogen trading
- Public education and information tools
- Access to complete technical reports will be provided

## C. Public Presentations

Findings of Tasks 1-3 will be presented at a posted public meeting open to stakeholders in each town.

A presentation to all fifteen Cape Cod towns will be held (possibly in conjunction with One Cape annual meetings sponsored by the Cape Cod Commission);

Meetings will be advertised to the general public by advance media outreach, and to town officials and committees through local Town Hall channels. Meetings will be videotaped and distributed through local cable access channels. Video links will be posted on the Alliance website and town websites.

## D. Videos

Selected presentations will be video-taped for rebroadcast on local cable access channels and will be archived for viewing on websites of the Alliance and member towns.

## E. Speakers Bureau

Alliance team members will present key findings of the project at local and regional conferences upon request. These meetings are in addition to the SNEP technical working session and the SNEP Partners & Technology Transfer meeting. Representatives of the Project will participate in the 9<sup>th</sup> Annual Summit on Coastal and Estuarine Restoration and Management in December 2018. Presentations, workshops, and/or posters may be offered at the Cape Cod Commission's annual One Cape meetings, Massachusetts Municipal Association, New England Water Environment Association, or other forums.

**Local and Regional Impact:** The Project facilitates implementation activities under a twenty-year Watershed Permit. Activities authorized under the Pleasant Bay Permit are projected to result in achieving 94% of the nitrogen reduction necessary for TMDL compliance, based on current nitrogen loads. The Alliance's ongoing QAPP-approved water quality monitoring program will continue to collect data throughout the System for comparison with nitrogen concentrations at sentinel stations. On a regional basis the Project will document the first Watershed Permit issued in Southeast New England and provide a replicable and adaptable guidebook for watershed permit implementation in other communities. This Project embodies SNEP goals of restoring water quality, habitats and ecosystems; using green, non-



traditional infrastructure to reduce nutrients; building local capacity; providing transferable models; improving methods of assessing effectiveness; and building on an existing watershed plan, among others.

**Project Team/ Outreach & Communications:** The Alliance will manage the Project. The Alliance Watershed Permit team involves local officials and technical consultants responsible for nutrient management, and representatives of MassDEP, US EPA, and the Cape Cod Commission. A licensed sanitary engineer (Wright-Pierce) will assist the Alliance with Project tasks. George Heufelder and Brian Baumgaertel, Director and Assistant Director of the Barnstable County Health and Environment Department, respectively, will participate in Task 1B, assessment of the onsite I/A systems. The Alliance will acknowledge the SNEP Watershed Grant as a funding source for all external communications associated with the Project.

The Alliance will provide semi-annual progress reports in addition to a final report, meeting all requirements and in a format specified by Restore America's Estuaries. All data, results and other project information generated by the Project will be publicly available and generally transferable.

**Integrating and Leveraging Benefits:** The Project builds upon two decades of work by the Alliance and member towns to reduce watershed nitrogen loads. The Alliance's contributions include: a comprehensive water quality monitoring program; bay-wide modeling by the MEP; monitoring tide levels; and conducting research on the geomorphology of the barrier beach/inlet system, which influence System-wide hydrodynamics and ecological conditions. This Project is an essential component of the Resource Management Plan 2018 Update, which encompasses fisheries, biodiversity, public access, wetlands protection, and coastal resiliency. The 2018 Update was unanimously approved at Annual Town Meetings in each of the four member communities.

The Project also complements and leverages the considerable progress individual member towns have made, amounting to millions of dollars in spending, to reduce nitrogen in Pleasant Bay and other coastal waters.

**Regional Watershed Permit Implementation for Pleasant Bay - Pleasant Bay Alliance, Revision 07-31-18**

<b>3.A. Budget Table</b>								
Cost Item	Cost Basis	SNEP Request	Non-Fed Match	Match Source	Total Cost	TMDC	Change in SNEP Request from 6/8/18	Change in Match from 6/8/18
<b>Project Coordination</b>								
Alliance Coordinator Ridley	300 hours at \$65/hr to develop/review deliverables	0	\$19,500	Alliance budget in kind	\$19,500	\$1,950	0	0
Duncanson	200 hours at \$71/hr to develop/review deliverables	0	\$14,200	Chatham budget in kind	\$14,200	\$1,420	0	0
Meservey	200 hours at \$57/hr to develop/review deliverables	0	\$11,400	Orleans budget in kind	\$11,400	\$1,140	0	0
Proft	200 hours at \$57/hr to develop/review deliverables	0	\$11,400	Harwich budget in kind	\$11,400	\$1,140	0	0
Miller	200 hours at \$57/hr to develop/review deliverables	0	\$11,400	Brewster budget in kind	\$11,400	\$1,140	0	0
<b>Total Project Coordination</b>		0	\$67,900		\$67,900	\$6,790	0	0
<b>Project QAPP</b>								
QAPP Development Horsley Witten Group (HWG)	Contractual	\$0	\$3,000		\$3,000		-5,000	0
<b>QAPP Subtotal</b>		\$0	\$3,000		\$3,000	0	-5,000	0
<b>Task - Fertigation</b>								
Admin, Analysis, Reporting: (HWG)	Contractual	\$0	\$0		\$0	\$0	-22,000	-5,000
Install 9 lysimeters (HWG)	Contractual	\$0	\$0		\$0	0	-10,000	0
Monitoring and Laboratory Analysis costs (HWG)	Contractual	\$0	\$0		\$0	0	-25,900	0
Coordination, reporting: Wright-Pierce	Contractual	\$0	\$0		\$0	0	-3,000	0
<b>Task Subtotal</b>		\$0	\$0		\$0	\$0	-60,900	-5,000
<b>Task 1A Onsite</b>								
Barnstable County- Admin, Analysis, reporting: Heufelder Lead Subtasks 1,2,3, assist subtask 4.5	20 days at 462.50/day	\$9,250	\$0		\$9,250	\$925	0	0
Lead: Barnstable County- Admin, Analysis, Reporting: Baumgaertel Lead Subtasks 1,2,3, assist subtask 4.5	30 days at 312/day	\$9,360	\$0		\$9,360	\$936	0	0
Horsley Witten- Develop Regulatory approach, Municipal Monitoring and Maintenance Lead subtask 5; assist subtask 4	Contractual	\$5,000	\$25,000	Brewster contribution of 25,000 DLTA grant	\$30,000	\$25,000	0	0
Coordination - Wright - Pierce lead subtask 4, assist subtask 3	Contractual	\$6,000	\$0		\$6,000	\$0	0	0
<b>Task 1B Subtotal</b>		\$29,610	\$25,000		\$54,610	\$26,861	0	0
<b>Shellfish Aquaculture - Task 1B</b>								

Cost Item	Cost Basis	SNEP Request	Non-Fed Match	Match Source	Total Cost	TMDC	Change in SNEP Request from 6/8/18	Change in Match from 6/8/18
Lonnie's Pond Monitoring Program & Report	Contractual	\$40,000	\$0		\$40,000	\$25,000	0	0
Municipal Management Plan AECOM	Contractual	\$0	\$19,500	Town of Orleans cash	\$19,500	\$0	0	0
Technical input: Wright-Pierce	Contractual	\$0	\$1,000	Alliance budget - cash	\$1,000	\$0	0	0
<b>Task 1C Subtotal</b>		\$40,000	\$19,500		\$59,500	\$25,000	0	0
<b>Nitrogen Trading Pilot – Task 2</b>								
Analysis and reporting: Wright-Pierce-	Contractual	\$64,000	\$0		\$64,000	\$25,000	0	0
Legal assistance for model agreement	Contractual	\$5,000	\$0		\$5,000	\$0	-10,000	0
3 Scenario Model Runs	Contractual	\$9,780	\$5,000	Alliance budget	\$14,780	\$0	9,780	-10,000
<b>Task 2 Subtotal</b>		\$78,780	\$5,000		\$83,780	\$25,000	-220	-10000
<b>Ecosystem monitoring and modeling– Task 3</b>								
Assess composite strategies using existing MEP model	Contractual	\$3,960	\$8,040	Proposed Town appropriation - cash	\$12,000	\$0	0	0
Install tide gages and ADCP profilers, collect data	Contractual	\$11,220	\$22,780	Proposed Town appropriation - cash	\$34,000	\$0	0	0
Water Quality database update	Contractual	\$3,300	\$6,700	Proposed Town appropriation - cash	\$10,000	\$0	0	0
Update town land use and water use in nitrogen loading model	Contractual	\$8,250	\$16,750	Proposed Town appropriation - cash	\$25,000	\$0	0	0
Integrate watershed N loading and water quality model	Contractual	\$21,450	\$43,550	Proposed Town appropriation - cash	\$65,000	\$25,000	0	0



Cost Item	Cost Basis	SNEP Request	Non-Fed Match	Match Source	Total Cost	TMDC	Change in SNEP Request from 6/8/18	Change in Match from 6/8/18
Calibrate/validate model with water quality data	Contractual	\$9,900	\$20,100	Proposed Town appropriation - cash	\$30,000	\$0	0	0
Incorporate town strategies - composite scenario	Contractual	\$3,630	\$7,370	Proposed Town appropriation - cash	\$11,000	\$0	0	0
Provide N loads and load reductions by town and subwatersheds	Contractual	\$2,475	\$5,025	Proposed Town appropriation - cash	\$7,500	\$0	0	0
Reporting and Presentation	Contractual	\$7,425	\$15,075	Proposed Town appropriation - cash	\$22,500	\$0	0	0
Technical input: Wright-Pierce	Contractual	\$1,000	\$0	Alliance budget - cash	\$1,000	\$0	0	0
<b>Task 3 Subtotal</b>		<b>\$72,610</b>	<b>\$145,390</b>	Proposed Town appropriation - cash	<b>\$218,000</b>	<b>\$25,000</b>	<b>0</b>	<b>0</b>
<b>Guidance Document/Deliverables – Task 4</b>								
Writing, editing reviewing guidance book, including graphic design	Contractual	\$19,500	\$0		\$19,500	0	0	0
Graphic design	Contractual	\$0	\$0		\$0	0	-4,000	0
Technical Input, presentations - Wright-Pierce	Contractual	\$3,000	\$0		\$3,000	0	0	0
Printing expenses	100 copies @ 30	\$0	\$3,000	Friends of Pleasant Bay - cash	\$3,000	0	0	0
Web design	Contractual	\$2,500	\$0		\$2,500	0	-5,000	0
Video series	5 videos @2,000	\$0	\$0		\$0	0	-10,000	0
Meeting expenses	8 public meetings/workshops @ \$500	\$4,000	\$0		\$4,000	0	0	0
<b>Task 4 Subtotal</b>		<b>\$29,000</b>	<b>\$3,000</b>		<b>\$32,000</b>	<b>0</b>	<b>-19,000</b>	<b>0</b>
<b>Summit Travel</b>								
Airfare	RT @ \$400	0	\$400		\$400	0	0	0
Hotel	7 @ \$179	0	\$1,253		\$1,253	0	0	0
Per Diem	7 @ \$75	0	\$525		\$525	0	0	0
<b>Travel Subtotal</b>		<b>0</b>	<b>\$2,178</b>		<b>\$2,178</b>	<b>\$218</b>	<b>0</b>	<b>0</b>
<b>Task Totals</b>								
Total Direct Cost		<b>\$250,000</b>	<b>\$270,968</b>		<b>\$520,968</b>		<b>-85,120</b>	<b>-15,000</b>
Total Mod Direct Cost		NA	NA		NA	\$108,869	0	0
Total Indirect Cost (10% of TMDC)		\$0	NA		\$0	\$0	-\$13,387	0
<b>Totals</b>		<b>\$250,000</b>	<b>\$270,968</b>		<b>\$520,968</b>	<b>\$0</b>	<b>-98,507</b>	<b>-15,000</b>



### 3.B. Budget Narrative:

**Table 3C. Budget Summary**

Task	SNEP Request (\$) (% Total Request)	Match (\$) (% Total Cost)	Total Cost (\$)
Project Coord	0	67,900 (100%)	67,900
QAPP Devel	0	3,000 (100%)	3,000
Task 1.A	29,610 (12%)	25,000 (42%)	54,610
Task 1.B	40,000 (16%)	19,500 (33%)	59,500
Task 2	78,780 (32%)	5,000 (16%)	83,780
Task 3	72,610 (29%)	145,390 (67%)	218,000
Task 4	29,000 (12%)	3,000 (6%)	32,000
Travel	0	2,178 (100%)	2,178
<b>Total</b>	<b>\$250,000</b>	<b>\$270,968 (45%)</b>	<b>\$520,968</b>

As shown in Budget Table 3.A and summarized in Table 3.C above, the Project is seeking \$250,000 in SNEP funding to leverage \$270,968 in non-federal cash and in-kind match, for a total Project cost of \$520,968. Total Project match is 108% of the total grant request and 52% of total Project cost. Match commitments include: \$67,900 in salary for Project coordination; \$3,000 for QAPP development; \$44,500 for engineering services under Task 1; \$5,000 for modeling under Task 2; a proposed \$145,390 cash appropriation by Alliance towns for ecosystem modeling under Task 3; and \$3,000 in cash support for Task 4. As was suggested in comments on the pre-proposal, the scope and cost for Task 3 was scaled back, and the requested funding for that task was reduced. In addition, resources for outreach and education were increased.

#### Salaries (inclusive of benefits)

- Carole Ridley, Alliance Coordinator, will serve as Project leader for the grant and be responsible for coordinating tasks and meetings, contract procurements/management, developing task scopes, interfacing with local, state and federal agencies, and communications. 300 hrs. at \$65/hr. from the FY2018 and 19 Alliance budgets.
- Robert Duncanson, PhD, Director of Natural Resources for the Town of Chatham will represent Chatham in the development of task scopes, review of project deliverables, and presentations to local, regional, and state officials. He will participate in developing Task 2 deliverables, nitrogen trading. The salary contribution assumes 200 hours at \$71/hr. paid by Chatham.
- George Meservey, Director of Community Development for the Town of Orleans, will represent Orleans in the development of task scopes, review of project deliverables, and presentations to local, regional, and state officials. He will participate in developing Task 1C deliverables, shellfish aquaculture. The salary contribution assumes 200 hours at \$57/hr. per hour paid by Orleans.
- Chris Miller, Director of Natural Resources for the Town of Brewster, will represent Brewster in the development of task scopes, review of project deliverables, and presentations to local, regional, and state officials. He will participate in developing Task 1A and 1B deliverables, fertigation and on-site I/A system. The salary contribution assumes 200 hours at \$57/hr. paid by Brewster.
- Heinz Proft, Director of Natural Resources for the Town of Harwich, will represent Harwich in the development of task scopes, review of project deliverables, and presentations to local, regional, and state officials. He will participate in developing Task 2 deliverables, nitrogen trading. The salary contribution assumes 200 hours at \$57/hr. paid by Harwich.

**Contracts** – All contracts will comply with applicable procurement procedures and requirements.

- For Task 1A, Barnstable County Health and Environment Department personnel will lead efforts with assistance from Horsley Witten Group and Wright Pierce.

- For Task 1B, School for Marine Science and Technology UMASS Dartmouth (SMAST) will conduct monitoring and analysis. AECOM is under contract with the Town of Orleans to develop the management plan.
- For Task 2, Wright-Pierce is under contract with the Alliance and will lead Task 2 and will contribute to other tasks as indicated in the budget.
- For Task 3, cost estimates for updating the baseline ecological assessment data and updating the linked watershed water quality model are based on a proposal by SMAST at UMass-Dartmouth.
- For Task 4, consultant services will be retained to compile, format and distribute the guidebook. This cost estimate is based on publication of documents similar in scope, and includes printing.



## 2018 SNEP WATERSHED GRANTS Subrecipient Agreement

### Attachment 1: Progress Report Requirements

#### General Instructions

The Progress Report consists of:

1. Cover Information;
2. Project Report Narrative;
3. Project Budget Report;
4. Supporting Materials;
5. Certification.

Progress reports shall be completed and returned within one month of the end of a reporting period, using the following calendar:

Report	Period Covered	Due Date
Progress #1	Sep. 1, 2018 – Dec. 31, 2018	Jan. 31, 2019
Progress #2	Jan. 1, 2019 – Jun. 30, 2019	Jul. 31, 2019
Progress #3	Jul. 1, 2019 – Dec. 31, 2019	Jan. 31, 2020
Progress #4	Jan. 1, 2020 – Jun. 30, 2020	Jul. 31, 2020
Final Report	Entire Project period (completion no later than Aug. 31, 2020)	30 days following completion of Project and no later than Sept. 30, 2020.

If there was no Project activity during the period, a report should still be filed, explaining why there was no activity. Please use the template attached to these instructions to complete the progress report. The report should be submitted via email in PDF format to:

[snepgrants@estuaries.org](mailto:snepgrants@estuaries.org)

The form may be signed electronically.

The following pages provide a template and instructions for progress reports. Use this format.

*(Attach. 1 Cont'd)*

**SNEP Watershed Grants  
Progress Report Template**  
*Annotated with Instructions*

**1. Cover Information**

Date

Project Name

Contract Number (SNEPWG18-###)

Grant Period (for entire Project)

Grantee Organization

Report Contact Person, with telephone & email

Project Leader (if different)

Reporting Period

Report Type and Number (e.g., Progress #2)

**2. Project Report Narrative**

Summarize the Project activities undertaken during the current reporting period within the following headings, building upon the narrative from previous reports, if any.

**2.A. Results & Progress to Date**

Describe in sufficient detail the goals of the Project, and the progress and results achieved during the current reporting period, building on the narrative from previous reports, if any.

Report accomplishments or setbacks on specific tasks as described in the scope of work,

Attachment 3. This should include information such as:

- problems that the Project is addressing;
- short and long term objectives, and how they are being or have been met;
- relevance of the Project to restoring and protecting coastal and watershed ecosystems in the Southeast New England Region;
- activities carried out in this reporting period, including specific techniques and materials used;
- deliverables or milestones completed or partially completed during the reporting period (if partially completed, describe current status, percentage completion, etc.);
- findings to date or lessons learned during this reporting period;



- challenges or potential roadblocks to future progress (Note: If you have immediate concerns about the Project, please contact RAE to discuss the issue as soon as possible.)

## **2.B. Work Remaining Under Current Contract**

Describe in sufficient detail the activities remaining and next steps to be completed under the current contract. Provide an updated timeline of major Project tasks, as applicable.

## **2.C. Compliance**

Describe the status of Quality Assurance Project Plan (QAPP) completion, submittal and approval. List any permits required for the Project, and their status (e.g., not yet applied for, submitted and under review, approved on [date], etc.).

## **2.D. Project Partners**

List major Project partners, and briefly note their contributions.

## **2.E. Volunteer and Community Involvement**

Describe community support and any public involvement in the Project, including the specific roles of volunteers in Project activities. List the number of volunteers and hours that were contributed during this period. If volunteer time is being used as match, report this in the budget section, described below.

## **2.F. Outreach & Communications**

Describe any outreach or educational activities (e.g. training, brochures, videos, press releases or public events) related to the Project. **Include PDF copies of press releases, outreach documents, newspaper articles, etc. as described under “Supporting Materials,” below.**

## **3. Project Budget Report**

The budget report must provide sufficient information and detail to explain Project expenses, for the reporting period *and* cumulative-to-date, in the context of the objectives, tasks, and categories provided in the Project narrative and budget under Attachment 3. The budget report should be organized so that a reviewer can easily judge whether expenditures to date for the Project are tracking well with progress toward objectives and, if not, to understand why.

### **3.A. Summary Budget Table**

Provide a summary budget table to show overall expenditures and match during the reporting period and cumulative-to-date, using the following format. Be sure to fully document match and match sources.

**Summary Budget Table**

	Budget Category	Total Budgeted Funds	Total Budgeted Match	Grant Funds Expended this period	Grant Funds Expended Cumulative	Match Funds Expended this period	Match Funds Expended Cumulative	Match Source
a	Personnel							
b	Fringe							
c	Travel							
d	Equipment							
e	Supplies							
f	Contractual							
g	Other							
h	Total Direct							
i	Indirect							
j	Total							

**3.B. Detailed Project Budget Table**

The centerpiece of the Project budget report is a budget table or tables utilizing the same cost categories and level of detail as the Project budget under Attachment 3. Report expenditures by category and, if applicable, task. Where a category is very broad, provide sufficient breakdown detail – for example, where “personnel” covers a number of individuals, show expenses for each individual; under “subcontracts” show expenses for each subcontract, etc. The table need only describe expenditures during the reporting period, rather than cumulatively. Add additional tables if need be to provide sufficient detail, or to summarize costs by task. **Where additional tables are used, ensure that the reviewer can easily understand how they relate to one another and the summary budget table.**

**3.C. Budget Narrative**

Use a budget narrative, keyed to the budget tables where necessary, to provide sufficient detail on expenditures and match. The budget narrative in the report may follow the format of the budget narrative in the Project budget under Attachment 3. Be sure to explain any deviations from the approved budget. The Subrecipient Agreement details requirements for prior approval for changes to Project budgets.

**4. Supporting Materials**

Include high-resolution digital copies, using PDF format for documents and JPG or TIFF format for images, of supporting materials related to the Project, including:

- Project maps and drawings;
- Technical memoranda, data analyses and modeling reports;
- Project photographs, including photos depicting implementation sites before, during, and after implementation; photos of Project signs, etc.;
- Press releases, news articles, brochures, educational curricula, etc.

In the event that file sizes for supporting materials are too large to attach, contact RAE to set up a shared cloud file.

## **5. Certification**

***Include this language:*** *The undersigned verifies that the descriptions of activities and expenditures in this progress report are accurate to the best of my knowledge; and that the activities were conducted in agreement with the grant contract. I also understand that matching fund levels established in the grant contract must be met.*

Grantee Signature:

Name:

Job Title

Date:

Organization:



## 2018 SNEP WATERSHED GRANTS Subrecipient Agreement

### Attachment 2: Final Report Requirements

#### General Instructions

The Project final report follows the same format as interim progress reports, with several important differences:

- The final report covers the Project from beginning to end, describing the entire course of the Project, and presenting all expenditures and results;
- It includes lessons learned from the vantage point of the completed Project;
- It provides greater detail on both process and outcomes; and
- It includes an executive summary written for a general or general professional audience (more on this below).

The Final Report consists of:

0. Executive Summary;
1. Cover Information;
2. Project Report Narrative;
3. Project Budget Report;
4. Supporting Materials;
5. Certification.

The Final Report covers the entire Project period (completion no later than Aug. 31, 2020) and must be submitted within 30 days following completion of the Project (no later than Sept. 30, 2020.)

The report should be submitted via email in PDF format to:

[snepgrants@estuaries.org](mailto:snepgrants@estuaries.org)

The form may be signed electronically.

The following pages provide a template and instructions for final reports. Use this format.



*(Attach. 2 Cont'd)*

**SNEP Watershed Grants  
Final Report Template**  
*Annotated with Instructions*

**O. Executive Summary**

The executive summary (ES) is most easily completed after the rest of the final report has been written; however, it is an essential component of the report and should not be treated as an afterthought. Communication, collaboration, learning and technology transfer are fundamental to the mission of the Southeast New England Program (SNEP). The executive summary will be a principal means by which outcomes of the Project are communicated; therefore, it should adhere to the following guidelines:

- The executive summary should be written and formatted so it can be used as a stand-alone report. It should make sense to a reader with no prior knowledge of the Project, and should be fully understandable independent of the rest of the final report or any other Project information or documentation.
- Follow the format and utilize the headings for the full final report (listed below), providing complete information on the Project, including a summary of costs and match.
- The ES should include its own title or cover page so that it can be easily separated from the rest of the report. This may be a general, illustrated cover for the entire report that doubles as a cover for the ES.
- Consider your audience. You may choose to write for a general audience – for example, all adult residents of a particular municipality. Or, you may gear the ES toward a more professional audience – for example, water resources managers throughout the SNEP region. In every case, however, it should be written for a broader audience than simply the Project team and grant managers. If it is written for a more technical audience, it should still be written in such a way that an informed general reader – for example, a newspaper reporter – can make sense of it. If you use acronyms or technical terms, for example, provide a glossary if need be to define them.
- Communicate the story of the Project. The reader should understand, not just what you did, but why you did it – why it is important, and how it will positively affect ecosystems and communities in Southeast New England. If it pertains to a specific resource, thoroughly describe its impact on that resource, and also explain its broader impact. For example, for a Project that restores water quality, the ES should describe the specific parameters of that restoration, but should also discuss the importance of the improvement to the community, such as beach use, shellfishing or the local tourism economy, and describe the area (watershed, estuary, community, etc.) affected by the work.

- Use images to help tell that story. The ES should include the best and most informative maps, photos or other images from among the supplemental materials (Section 4, below). At the very least, the ES should include a map of the Project area and some high-resolution photos of the Project area, community meetings, construction work if any, researchers performing sampling, etc. The ES should include enough images to convey the outcomes of the Project while maintaining an easily readable summary and convenient digital file size.
- Include an overview of Project costs and match. Describe volunteer participation.
- In general, the ES should be about 3-5 pages of text, and 5-10 pages complete with images.
- The ES must prominently acknowledge SNEP support of the Project. Suggested language for this acknowledgement is provided in the subrecipient agreement.

## **1. Cover Information**

The cover information for the final report is identical to that for a progress report, except that the reporting period is the entire (actual) grant period, as follows:

Project Name  
 Contract Number (SNEPWG18-###)  
 Grant and Reporting Period (actual, completed)

Grantee Organization  
 Report Contact Person, with telephone & email  
 Project Leader (if different)

Report Type: Final

## **2. Project Report Narrative**

Summarize the Project activities undertaken during the course of the Project. Unlike progress reports, the final report *does not* build upon the narrative from previous reports, but should be a stand-alone report, describing the Project from beginning to end.

### **2.A. Project Results**

Describe in sufficient detail the goals of the Project, and the progress and results achieved over the course of the Project. Report accomplishments or setbacks on specific tasks as described in the scope of work, Attachment 3. This should include information such as:

- problems that the Project addressed;
- short and long term objectives, and how they are being or have been met;
- relevance of the Project to restoring and protecting coastal and watershed ecosystems in the Southeast New England Region;
- geographic area(s) affected by the Project;

- activities carried out to complete the Project, including specific techniques and materials used;
- deliverables or milestones completed;
- findings to date or lessons learned during this reporting period;
- changes made to the Project plan over the course of the Project, why they were made and how they worked out;
- next steps for future progress;
- challenges for future progress.

### **2.C. Compliance**

List or summarize any compliance activities completed – Quality Assurance Project Plan (QAPP), permits, etc.

### **2.D. Project Partners**

List major Project partners, and note their contributions in detail.

### **2.E. Volunteer and Community Involvement**

Describe community support and any public involvement in the Project, including the specific roles of volunteers in Project activities. List the number of volunteers and hours that were contributed during the Project. If used as match, report the match figures under the budget section described below.

### **2.F. Outreach & Communications**

Describe any outreach or educational activities (e.g. training, brochures, videos, press releases or public events) related to the Project. **Include PDF copies of press releases, outreach documents, newspaper articles, etc. as described under “Supporting Materials,” below.**

## **3. Project Budget Report**

The budget report must provide sufficient information and detail to explain Project expenses for the entire Project, in the context of the objectives, tasks, and categories provided in the Project narrative and budget under Attachment 3. The budget report should be organized so that a reviewer can easily judge whether expenditures tracked the original Project budget and, if not, to understand why.

### **3.A. Summary Budget Table**

Provide a summary budget table to show overall expenditures and match over the course of the entire Project, using the following format. Be sure to fully document match and match sources.

**Summary Budget Table**

	Budget Category	Total Budgeted Funds	Total Budgeted Match	Total Budgeted Grant + Match	Actual Grant Funds Expended	Actual Match Funds Expended	Actual Expended Grant + Match	Match Source
a	Personnel							
b	Fringe							
c	Travel							
d	Equipment							
e	Supplies							
f	Contractual							
g	Other							
h	Total Direct							
i	Indirect							
j	Total							

**3.B. Detailed Project Budget Table**

As with progress reports, the centerpiece of the final budget report is a budget table or tables utilizing the same cost categories and level of detail as the Project budget under Attachment 3. Report expenditures by category and, if applicable, task. Where a category is very broad, provide sufficient breakdown detail – for example, where “personnel” covers a number of individuals, show expenses for each individual; under “subcontracts” show expenses for each subcontract, etc. This table will report expenditures over the course of the entire Project. Add additional tables if need be to provide sufficient detail, or to summarize costs by task. **Where additional tables are used, ensure that the reviewer can easily understand how they relate to one another and the summary budget table.**

**3.C. Budget Narrative**

Use a budget narrative, keyed to the budget tables where necessary, to provide sufficient detail on expenditures and match. The budget narrative in the report may follow the format of the budget narrative in the Project budget under Attachment 3. Be sure to explain any deviations from the approved budget. The Subrecipient Agreement details requirements for prior approval for changes to Project budgets.

**4. Supporting Materials**

Include high-resolution digital copies, using PDF format for documents and JPG or TIFF format for images, of supporting materials related to the Project, including:

- Project maps and drawings;
- Maps of Project results or outcomes if applicable;
- Technical memoranda, data analyses and modeling reports;
- Project photographs, including photos depicting implementation sites before, during, and after implementation; photos of Project signs, etc.;
- Press releases, news articles, brochures, educational curricula, etc.



In the event that file sizes for supporting materials are too large to attach, contact RAE to set up a shared cloud file.

## **5. Certification**

***Include this language:*** *The undersigned verifies that the descriptions of activities and expenditures in this final report are accurate to the best of my knowledge; and that the activities were conducted in agreement with the grant contract. I also understand that matching fund levels established in the grant contract must be met.*

Grantee Signature:

Name:

Job Title

Date:

Organization:

## Sandy Robinson

---

**From:** no-reply@miaa.navrisk.com  
**Sent:** Monday, October 01, 2018 9:43 AM  
**To:** Sandy Robinson  
**Subject:** RE: M18GL901514, [REDACTED] 09/27/2018  
**Attachments:** L\_40979.rtf

Hello,

Please be advised, MIIA Property & Casualty Group administers the insurance for our insured and I am the adjuster handling the above captioned claim. Attached is a copy of the letter sent on this claim. Please have a representative from the town who has knowledge of this claim contact me to discuss the claim and what I may need.

Member: Harwich  
Loss Location: [REDACTED]  
(Claim Number, Claimant, Date of Loss) M18GL901514, [REDACTED], [REDACTED] 09/27/2018

Should you have any questions, I can be reached at 800-526-6442, extension 6880.

Sincerely,

Timothy Guimond  
Claims Representative  
MIIA  
15 Cabot Road, Woburn, MA 01801  
781-939-6880 (Direct)  
781-376-9907 (Fax)  
Tguimond@mma.org

October 1, 2018

La Tanzi, Spaulding and Landreth  
P.O Box 2300  
Orleans, MA 02653  
Attention Attorney Zehnder

Claimant: [REDACTED]  
Member: Harwich, Town of  
Claim Number: M18GL901514-0001  
Date of Loss: 09/27/2018  
Loss Location: [REDACTED]

Dear Attorney Zehnder:

Please be advised that MIIA Property & Casualty administers the insurance for the member above and I am the adjuster assigned to handle this claim. This letter acknowledges your letter of representation regarding the above mentioned client dated September 27, 2018.

MGL Chapter 258 governs this claim for damages.

Please forward color photos of the specific problem and any other supporting documentation to my attention.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at 800-526-6442, extension 6880. I can be reached Monday through Friday from 8:00am to 4:30pm.

Sincerely,

Timothy Guimond

TGuimond@mma.org

cc: Harwich, Town of



**TOWN OF HARWICH  
FINANCE DIVISION**

**732 MAIN STREET, HARWICH, MA 02645  
TEL: 508-430-7518 FAX: 508-430-7504**

**Carol Coppola  
Finance Director/Town Accountant**

**Wendy Tulloch  
Assistant Town Accountant**

*Report of the*  
**Finance Director/Town Accountant – August & September 2018**

Please find below a summary of activities within the finance department for the months of August and September.

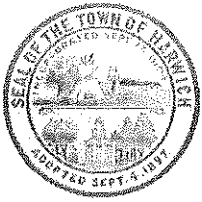
- Reconcile account balances for fiscal year 2018,
- Prepare adjusting entries for receivables, payables, depreciation and debt service,
- Prepare and Upload financial documents to the Department of Revenue,
- Onsite day with Department of Revenue representative, finalize Free Cash for fiscal year 2018,
- Research Library Trust balances dating back to 2010,
- Issue purchase orders and change orders,
- Prepare reconciliation documents for auditor,
- Gather and analyze information for capital asset additions and disposals,
- Prepare final cash transfers for trust and CPA funds,
- Review risk assessment completed forms and analyze against best practices/internal control standards,
- Numerous meetings and discussions with outside departments pertaining to FY 18 year end,
- Various meetings with CPC Chairman, provide research as requested,
- Meetings with departments and legal counsel pertaining to prevailing wages,
- Research procurement cards, discussions with two potential vendors,
- Work closely with external auditors to conduct fiscal year 2018 financial audit,
- Draft Fraud Risk Policy for review and discussion,
- Attend meeting at Cape Cod Technical High School related to debt structure for new building,
- Prepare debt schedules supporting the most recent long term capital plan,
- Prepare five year fiscal forecast,
- Attend New England States Government Finance Officers annual conference,
- Attend Department of Local Services municipal law update,
- Close fiscal year 2018 and Record fiscal year 2019 budget in financial software,
- Research software to meet Board of Selectmen's financial transparency goal,
- Audit, process and approve payroll transactions for FY 19,
- Audit, process and approve vendor transactions for FY 19,
- Process journal transactions from outside departments,



- Process cash receipt transactions from treasury department,
- Process wire transfer payments for debt and other electronic disbursements,
- Research and review Treasurer's responsibilities, rewrite job description, perform desk audit, recommend upgrade,
- Continue working on updating all W-9 files (IRS required forms for all vendors),
- Begin working on Schedule A and other required financial forms for the Department of Revenue,
- Provide support to departments and various other tasks as required.

Sincerely,

Carol Coppola  
Finance Director/Town Accountant



# Harwich Fire Department



*Fire Suppression*

*Prevention*

*Emergency Services*

Norman M. Clarke Jr., Chief of Department

David J. LeBlanc, Deputy Fire Chief

## Fire Prevention – Inspections

Sept 1 through Sept 30

Inspection Type	
Resale	37
Annual	22
Final	10
Lockbox	5
Liquid Propane	7
Oil Burner	4
Oil Tank	1
Pre-Inspection	2
Re-Inspection	2
Safety Inspection	
Town Hall – Plans (hours)	22
Town Hall – Meeting (hours)	6
Tank Truck	2
Fire Drills	8
Meetings – Misc	8
Joint Inspection	



Type Of Situation Summary  
 From 09/01/18 To 09/30/18  
 Report Printed On: 10/03/2018

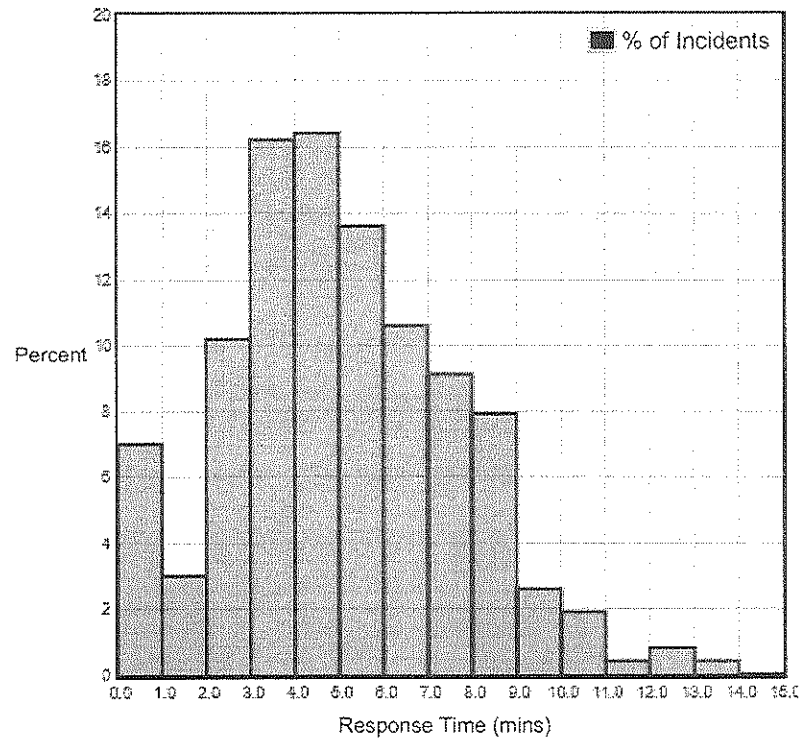
Type Of Situation	Count	Percentage
Harwich Fire Department	0	0%
Alarm system activation, no fire - unintentional	8	2.07%
Alarm system sounded due to malfunction	5	1.29%
Arcing, shorted electrical equipment	1	0.26%
Authorized controlled burning	3	0.78%
Building fire	1	0.26%
Carbon monoxide detector activation, no CO	1	0.26%
Carbon monoxide incident	2	0.52%
Citizen complaint	1	0.26%
CO detector activation due to malfunction	3	0.78%
Cover assignment, standby, moveup	1	0.26%
Detector activation, no fire - unintentional	2	0.52%
Dispatched and cancelled en route	7	1.81%
Electrical wiring/equipment problem, other	1	0.26%
EMS call, excluding vehicle accident with injury	280	72.35%
Excessive heat, scorch burns with no ignition	1	0.26%
Gas leak (natural gas or LPG)	3	0.78%
Gasoline or other flammable liquid spill	2	0.52%
Local alarm system, malicious false alarm	1	0.26%
Lock-out	5	1.29%
Motor vehicle accident with injuries	10	2.58%
Motor vehicle accident with no injuries	4	1.03%
Motor vehicle/pedestrian accident (MV Ped)	1	0.26%
Off-road vehicle or heavy equipment fire	2	0.52%
Power line down	3	0.78%
Public service	1	0.26%
Public service assistance, other	3	0.78%
Ring or jewelry removal	1	0.26%
Search for person on land	2	0.52%
Service Call, other	3	0.78%
Smoke detector activation due to malfunction	17	4.39%
Smoke detector activation, no fire - unintentional	2	0.52%
Smoke scare, odor of smoke	1	0.26%
Special type of incident, other	6	1.55%
Swimming/recreational water areas rescue	1	0.26%
Toxic condition, other	1	0.26%
Unauthorized burning	1	0.26%
<b>Total Incident Count:</b>	<b>387</b>	

**Search Criteria**

Dates From 09/01/2018 To 09/30/2018 (mm/dd/yyyy)

**Incident Response Time Analysis**  
 Date Range 09/01/2018 to 09/30/2018  
 Total # of Runs Fitting Criteria 530 runs  
 Average Response Time 4.6 mins  
 Service(s) Harwich Fire Department  
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	37	7%
1 mins	16	3%
2 mins	54	10.2%
3 mins	86	16.2%
4 mins	87	16.4%
5 mins	72	13.6%
6 mins	56	10.6%
7 mins	48	9.1%
8 mins	42	7.9%
9 mins	14	2.6%
10 mins	10	1.9%
11 mins	2	0.4%
12 mins	4	0.8%
13 mins	2	0.4%
14 mins	0	-
15 mins	0	-



Report Description

[Back To Filters](#)



## HARWICH HARBORMASTER DEPARTMENT

### September 2018 Monthly Report

#### Operations

- Conducted a tow of a disabled vessel aboard 77A.
- Marine 77 responded to a report of a boat anchored inside the swim buoys near Sea Street Beach. Explained to the operator that anchoring inside the swim buoys was not allowed; operator complied and moved from area.
- Assisted HFD with passenger on the CAP'N KID who suffered a possible knee injury.
- Received a call from a tenant at SAQ reporting that he had been in a collision with another boat while fishing off of Monomoy. His boat had damage above the waterline, and was not at risk of sinking. The MA Environmental Police (MEP) was contacted and took a statement from the operator. An MEP Accident Report form was given to operator by the Harbormaster.
- Marine 77 responded to a report of 2 paddle boarders struggling to get to shore against offshore winds. Stood by as they were eventually able to make it back on their own.
- Replaced a damaged Allen Harbor entrance buoy that had been run over.
- Conducted 13 vessel pump-outs for a total of 800 gallons of waste.

#### Administration

- Moved out of temp office in the Cultural Center and into the new Harbormaster Department office building; big effort to make the move. Many thanks to Carolyn Carrie and Erika Strzecek for accommodating our department temp office needs.
- Wireless Internet System installed for the marina; final item of the SAQ Marina Reconstruction project.
- Prepared & submitted pre-contract form for the MassWorks grant award for dredging (\$36K).
- Prepared CVA Grant Reimbursements for July/August/September 2018.
- Processed Eastward Change Order #'s 20, 21, 22, 23 & 24 (SAQ Landside Project)
- Went to waitlist with open 30' Recreational Slip, (1) Commercial Outer Harbor Mooring Permit and (3) Round Cove Mooring Permit.
- Resolved multiple expired boat registrations.
- Enforcement of 30-day mooring use regulation; made multiple calls to permit holders to verify compliance/non-compliance.
- Processed 33 Transient slip reservations.

#### Maintenance

- Made repairs to a couple of water stands at Allen Harbor.
- Cleaned up the grounds around SAQ in preparation for landscaping
- Had repairs made to the fire pump on Marine 77.
- Routine building and grounds maintenance.

#### Meetings

- Conducted site visit with Conservation Agent to review location of boardwalk connecting the former Downey Property to SAQ proper; will remain outside 50' buffer from wetland.
- Along with the Fire Chief, met with the new Officer In Charge of CG Station Chatham to welcome him and discuss local operations and response capabilities.

- Staff attended 911 Ceremony at HFD.
- Met with owner of passenger boat to coordinate location of new ticket booth shed.
- Bi-weekly progress meetings for SAQ Landside project.
- Attended Barnstable County Dredge Advisory meeting to plan 2019 dredge schedule.
- Conducted site visit at private property on the Herring River to review plans/location of proposed private dock project.
- Met with Golf Superintendent to discuss landscape plan for Saquatucket; along with DPW, Golf Sup will be providing expertise and help in implementing the plan.
- Participated in annual Lost Sailors Race Memorial Service at SAQ Harbor.
- WWC meeting (9/19).
- BOS meetings: (9/10), proposed winter boat storage at SAQ: (9/24), beach road nourishment

#### Training

- Deputy Harbormaster started Reserve Police Training Academy; a core requirement for full time Harbormasters/Assistant Harbormasters.
- Marine 77 fire pump operation.

## Health Director Monthly Report September 2018

### ○ Departmental news-

Our department has been a little slower to produce permit and approvals this month with the vacancy of the part-time health inspector. The food service program was down to bare bones inspections of schools and complaints only. The position received 12 applications and four interviews were conducted. Two finalists received a second interview with the Town Administrator and one was selected. An offer has been extended to Mark Polselli, a familiar face in the department. Mark resigned just over a year ago looking to build his personal business, however decided he missed us too much.

I completed my one year evaluation with the Town Administrator. Goals for the upcoming year include holding community outreach meetings for residents in the Phase 2 area to assist with later location decisions, add permits to the online program, assist the Board of Health in developing sewer connection regulations and policies and develop a fertilizer education program.

Board Member Vacancy still remains. I encourage everyone to spread the word that the Board of Health is searching for a qualified resident to fill this vacancy.

Harwich is the first town on the Cape to test positive for the Asian Tiger Mosquito. This mosquito is invasive and typically not found north of New Jersey. It is an aggressive day-time biter capable of transmitting various diseases including West Nile, EEE, Dengue and Zika. Cape Cod Mosquito Control is taking the lead on control efforts.

Sr. Health Agent Katie has started the Soil Evaluator course. This is an intensive 8 week course (1-2 days per week) on soil structure and how it relates to septic system design.

### ○ Wastewater-

A good portion of this month has been spent on wastewater. The office has been flooded with questions from residents regarding what they need to be doing now. A lot of one-on-one time is spent with each resident explaining what a site plan looks like and what they need to know before deciding on where to place the stub in the next two years.

I attended a Board of Selectmen meeting in September to answer questions about what the BOH has been working on in regards to Phase 2 sewerage. A meeting between the BOH and BOS may be needed to make sure we are all on the same page as far as what regulations are in place and what regulations will be needed in the future.

### ○ Food Service Program-

The Cranfest was bigger than it has been in several years. More food trucks and event permit holders attended this year than last. I performed inspections of each vendor this year. I found that 2 out of the 11 event vendors did not have current permits. One of the two has since complied. Five food trucks were at the festival. One of the five was not permitted. Coordinator of the event said one truck had backed out at the last minute and he scrambled to get the space filled. This unpermitted truck was not able to provide his full menu to the patrons due to the lack of prep-space, lack of three bay sink and lack of adequate coolers. This food truck was later shut down due to a fire hazard. It is important to have vendors obtain permits from the Health Department well in advance to avoid this situation. We review each truck set up and menu to ensure all regulations are being met.

- **Community Programs-**

The community development team sat down with the owners of the old Stonehorse Motel on Route 28 in South Harwich. The owners are proposing workforce housing including two dormitory-like buildings. This project will require Planning Board, Zoning Board and Board of Health approvals prior to submitting building permits. A new septic system is planned and will require an environmental impact review.

I have been coordinating with other departments and agencies to schedule the Town Employee Flu Clinic. The date has been set for Monday, October 29<sup>th</sup> at the Community Center. The clinic is open to all town employees. As usual, we will be running this clinic as a drill to allow us to exercise our emergency dispensing plan.

Meggan Eldredge 10/1/2018



## September 2018 - Natural Resources Department

- Pleasant Bay Alliance water sampling program completed.
- Attended MSOA – Mass. Shellfish Officer Association meeting in Yarmouth MA.
- Attended monthly Department Head meeting.
- Attended monthly Waterways committee meeting.
- Harwich water sampling program collected water sampling data on September 12<sup>th</sup>. This concludes our 2018 collection program.
- Completed two sampling dates for Nantucket Sound Water Quality Monitoring for Contaminants of Emerging Concern in wastewater and groundwater.
- Shellfish permits sold YTD – 376. Wednesdays and Saturdays are open shellfish days.
- Purchased shrubs and bushes to stabilize Seymour pond shoreline and bank area. These were planted with help from the Conservation Department and should secure the area around the herring run wooden sluice.
- Harwich Natural Resources has now relocated back to Saquatucket Harbor. The new waterfront office is open and operational. All Natural Resources business including Shellfish permit sales takes place there.
- Continued working with a Harwich Senior workforce program employee. He will work until Nov. 1<sup>st</sup> with the Natural Resources Department.
- Helped coordinate and took part in Harwich Coast Sweep day on Saturday, September 29<sup>th</sup>. Town beaches cleaned and trash brought to transfer station.
- Shellfish lab – shellfish seed sent out for biological health test/screening as well as began the 2018 field planting of seed into our local recreational and commercial shellfishing areas.

*Heinz Proft*  
*Natural Resources Director*