

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:10 P.M.

Regular Meeting 6:30 P.M.

Monday, February 25, 2019

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

I. CALL TO ORDER

II. EXECUTIVE SESSION - Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body - Cornelius Pond; Executive Session Minutes;

Approve Executive Session Minutes:

Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body - Cornelius Pond – **Approve Executive Session Minutes from February 4, 2019 and February 11, 2019** – Cornelius Pond

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

A. Minutes:

1. January 28, 2019 Regular Session
2. February 4, 2019 Executive Session
3. February 11, 2019 Executive Session

- B. Approve Petition by Verizon and Eversource to relocate one jointly owned pole on South Street
- C. Accept the resignation of Noreen Donahue from the Wastewater Support Committee
- D. Accept the resignation of Peter Hughes from the Wastewater Support Committee

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

VIII. NEW BUSINESS

- A. Request for approval of the Agreement between the Towns of Chatham and Harwich with respect to the formation of a Regional School District — *possible vote to approve*
- B. Cornelius Pond Purchase and Sale Agreement (P&S) — *possible vote to sign Purchase and Sale Agreement*

IX. CONTRACTS

X. OLD BUSINESS

XI. WARRANT ARTICLE REVIEW

- Accept Provisions of M.G.L. Ch. 64G, §3A – Local Excise Tax
- Reconstruction of Lower County Road
- Solar Photovoltaic Energy Systems
- Amendment to the Agreement Between the Towns of Chatham and Harwich for the formation of a Regional School District
- Proposed Amendments to Harwich Home Rule Charter: Capital Outlay Plan

- Proposed Amendments to Ex-Officio Members – clarify terms of office (Bylaw/Charter Review Committee)
- Affordable Housing Trust Fund – List of Town Property to Designate as Affordable
- Amend the Code of the Town of Harwich General By-Laws – Chapter 8 Departmental Revolving Funds §8-1. Funds Established
- Departmental Revolving Funds Authorization

XII. TOWN ADMINISTRATOR'S REPORTS

- A. Lower County Road Funding
- B. Eversource Energy Herbicide Treatment along rights-of-way in Harwich
- C. Federal Emergency Management Agency Public Assistance Program
- D. Planning Board Waiver of Site Plan Review
- E. Joint Budget Hearing Notice – Saturday, March 2, 2019
- F. Budget Warrant Timeline
- G. Departmental Reports

XIII. SELECTMEN'S REPORT

XIV. ADJOURNMENT

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

Authorized Posting Officer:

Sandra Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
February 21, 2019

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JANUARY 28, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Carol Coppola, Carolyn Carey, Erica Strezpek, John Stewart, Sandra Woodbridge, Randall Pond, Judith Underwood, and others.

Vice-Chairman Ballantine reported that the Executive Session would be moved to next week.

**JOINT MEETING OF HOUSING AUTHORITY AND SELECTMEN FOR INTERVIEWS
TO APPOINT AN INTERIM MEMBER OF THE HARWICH HOUSING AUTHORITY**

Mr. McManus read the meeting notice into record. Mr. Howell divulged that he is on the Board of HECH and one of the applicants works for HECH but she doesn't have any direct relationship to him nor does she report to him so he doesn't plan on recusing himself. There were no objections.

The Housing Authority called their meeting to order. Present were John Stewart, Sandra Woodbridge, Randall Pond and Judith Underwood. The Board and Housing Authority interviewed the following applicants for two vacancies.

Applicants:

1. Kimberly Bourgea
2. Mark Kelleher

There were no questions or comments from the public. Mr. MacAskill moved to close the public hearing. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to nominate Kimberly Bourgea to the tenant designated position for an expiration no later than this year's Town election. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to nominate Mark Kelleher to fulfill a term until the May 2019 elections. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

WEEKLY BRIEFING

Mr. Clark reported we received a request from Monomoy Schools for a fee waiver for use of the Multi-Purpose Room at the Community Center for February 5 for an open forum with the School Superintendent. He noted that the fee is \$60. Mr. MacAskill objected as this is not on the agenda and is not an emergency. The Board agreed to bring this item back.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Sutphin read the following letter to the Board:

Some of you may recall my objection to the Snack Bar. I took the position at the time that there was too much of a revenue requirement for a limited upside, benefiting a financially established few, not to mention the competition created with taxpaying eateries. I have now come to understand that there is a \$1,333 a month rent being floated for the Snack Bar. Clearly any tenant's benefit from a \$600,000 to \$700,000 construction cost has become something akin to corporate welfare provided by the taxpayers. I see the proposed crematorium in the same light.

I come before you tonight primarily interested in making the public aware of your individual voting records when articles come to Town Meeting. I am particularly interested in just how individual Board members and individual Finance Committee members will vote on a crematorium that now appears to be rising from the town voter ashes. I know that others supporting my point of view will expound on the benefits of a four lot land sale that would put the lots back on the tax rolls, thereby generating income. And others will be more specific about the overly optimistic gross receipts, especially receipts that need to be seen in the full light of realistic development expenditures and running costs. And others might ask why we are not using less readily marketable town lands for a cemetery in the first place. It is surely any voter's reasonable expectation to know a board member's position on a forthcoming article at election time. The same goes for the Finance Committee. How else does one really know about the members of a board or committee? Assigning bunched article packets to various board members for rubber stamping prior to a vote is not enlightening the electorate. Individual responsibility remains in the dark. Additionally, I would add that voters do not generally make it their business to understand potential conflicts among various town boards, and so I ask that the Board consider when recusals may be in order involving any business in front of them.

In conclusion, I ask is the town looking for cash flow at any cost. Or perhaps it's just another little something? History shows that service requirements will outpace revenue growth, making all these extras much more appropriately supported by private enterprise in the first place. We need to slow down what are clearly elective expenditures. We need to save funds for the schools and other core infrastructure needs. In closing, I would say that a vote for the crematorium is akin to voting a Range Rover for a department head. It just does not make financial sense.

The Board took comments from Ms. Carol Anderson regarding an Orleans judge. Vice-Chairman Ballantine stressed to her that she should bring her concerns to the Town Administrator.

CONSENT AGENDA

- A. Minutes:
 - 1. December 3, 2018 Regular Session
 - 2. December 10, 2018 Regular Session
- B. Accept the resignation of Rosanne Donahue as a member of the Harwich Cultural Council

Mr. McManus moved approval of the Consent Agenda Items A2 and B. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. McManus moved approval of Item A1. Vice-Chairman Ballantine seconded the motion. The motion carried by a 4-0-1 vote with Mr. Howell abstaining from the vote as he was not present at the December 3rd meeting.

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

A. Change the Mass Flag – Rosanne Shapiro

Ms. Shapiro discussed racist symbols in our State seal and flag and said she will be filing an article for Town Meeting to provide residents an opportunity to support proposed legislation to make changes to our official symbols.

B. Free Cash Analysis – Carol Coppola

Ms. Coppola provided an overview of Certified Free Cash at June 30, 2018 in the amount \$3,492,074 including details on revenues, expenditures, surplus revenue and turnbacks.

NEW BUSINESS

A. Saquatucket Marina Landside project – Naming of the vendor marketplace and individual vendor shacks - includes policies and procedures

Ms. Carey outlined her memo to the Board dated January 16, 2019 as follows:

We are excited to be moving forward with the Saquatucket Landside Project. We have consulted with the towns of Hyannis and Orleans as other local communities that have successfully developed comparable projects in their communities. Based on their advice, we have identified the four sheds that would be most appropriate for our needs here in Harwich. For this project, we propose the name, "Seaside Marketplace at Saquatucket Marina". This name encapsulates the vibrant, diverse, and inclusive space we are seeking to create. In celebration of our local geography and resources, we are proposing the following names for the four individual shacks, "Allen Harbor", "Round Cove", "Herring River", and "Wychmere Harbor". We feel these names are particularly fitting with the location we have chosen for this program. This year, we are participating in a ten day, statewide Art Week produced by The Boch Center which begins on April 26, 2019. The Boch Center coordinates statewide advertising for all partner projects in this exciting event. The deadline to submit information to The Boch Center for inclusion in these advertisements is February 22, 2019. It would be enormously beneficial to confirm these names for the program and the individual shacks in time to meet this advertising deadline. This would allow us to invite attendees of our broader Art Week activities to see the shacks, learn more about the mission and policies surrounding them, and will undoubtedly spark interest amongst potential renters. We are still diligently working to establish policies and procedures for the shack rentals. I look forward to coming back before you to present these policies as we move towards finalizing them. Though we still have more work to do in this area, we are excited to present you with these recommendations and sincerely hope you will vote to approve them.

Mr. Rendon spoke in support of the proposed names. Mr. McManus moved that we approve of the proposal on naming of the Seaside Marketplace at Saquatucket Marina and the four shacks, Allen Harbor, Round Cove, Herring River and Wychmere Harbor. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

It was agreed to bring forward the fee structure at an upcoming meeting.

TOWN ADMINISTRATOR'S REPORT

A. Dennis/Harwich/Yarmouth Legislation update

Mr. Clark reported that in terms of the DHY initiative there was some hope that we would get that accomplished in the informal session of the State House but we were not successful in doing that. He noted that it will potentially change some timelines.

B. Budget Warrant Timeline – upcoming dates

Mr. Clark discussed upcoming items on the Budget Warrant Timeline.

C. Departmental Reports

There was no action or discussion on this item.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 7:45 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary



385 Myles Standish Blvd
Taunton, MA 02780

January 25, 2019

Harwich Board of Selectmen
Town Hall
732 Main Street
Harwich Center, MA 02645



Dear Board of Selectmen,

Attached is a petition for VERIZON NEW ENGLAND, INC. and NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY to place relocate one jointly owned pole (P.28/62) on South Street in the Town of Harwich, Massachusetts as shown on the attached plan.

This petition does not require a hearing and notice to the abutters per MGL Chapter 166, Section 22, Paragraph 2, Sentence 1- "upon petition of the company without notice or hearing, by order permit an alteration in the location of the poles." A list of abutters has been provided for you convenience or use if the Board of Selectmen deems it necessary.

Would you kindly consider this petition and return the executed copies.

Yours truly,

Daryl Crossman
Manager Rights of Way
(774) 409-3191 - Office
(774)409 -3930 – Fax
daryl.crossman@verizon.com - Email

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

January 25, 2019

To the Town Board of Selectmen

in **HARWICH**, Massachusetts

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY request permission to relocate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

South Street:

Relocate one (1) JO pole, 28/62, on the easterly side of South Street to a point approximately 5' northerly from existing pole.


The pole relocation is necessary for Town of Harwich road widening project.

Wherefore they pray that a hearing as provided by law, they be granted joint or identical relocations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **MA2019-05** Dated **January 18, 2019.**

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.


Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By 
Daryl Crossman - Manager - Rights of Way

Dated this 25 day of JAN, 2019.

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By 
Rights of Way Representative

Dated this 30th day of January, 2019.

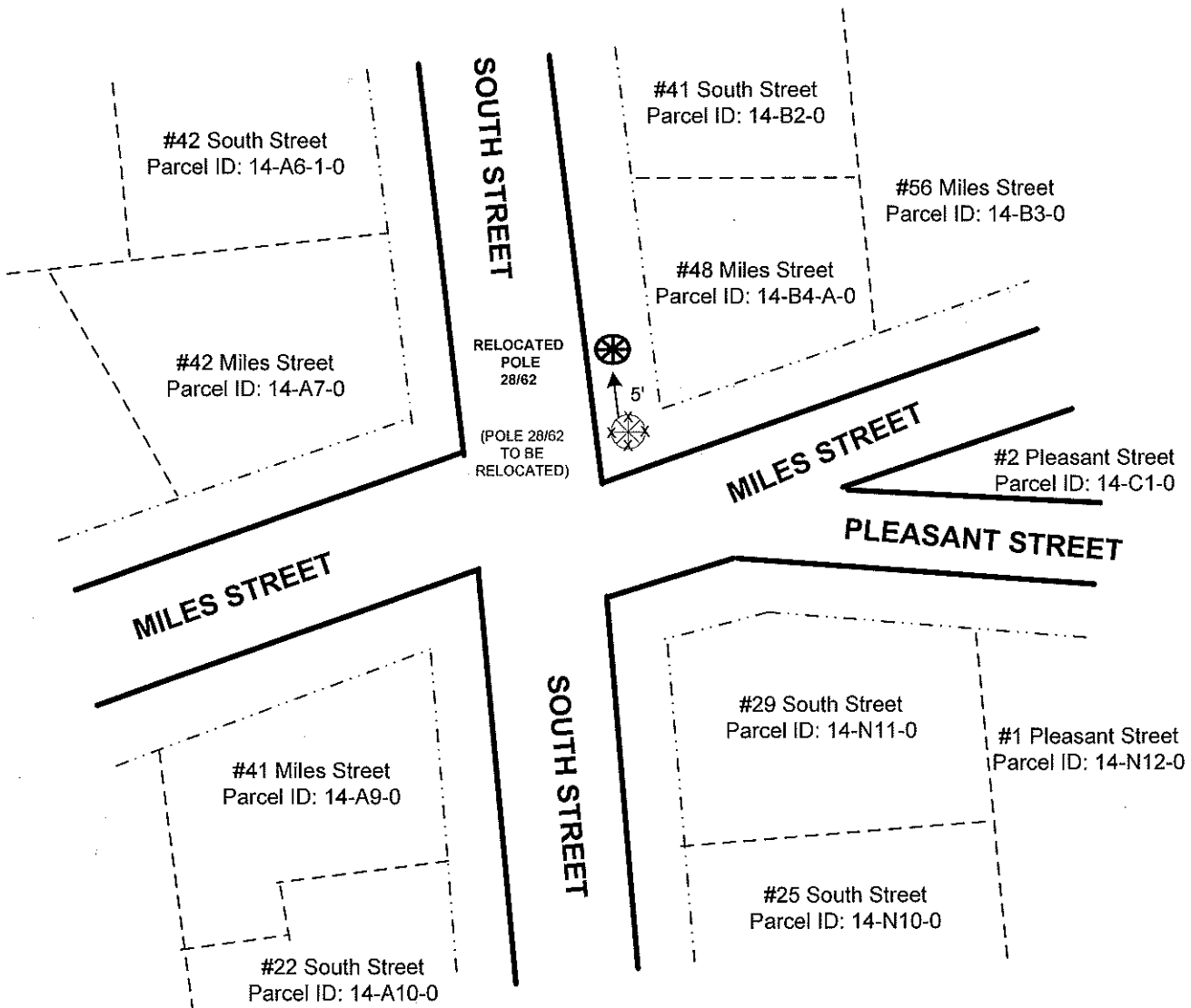
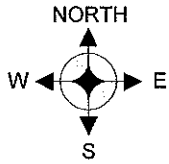


PETITION PLAN

MUNICIPALITY HARWICH VZ. N.E. INC. NO. MA2019-05

VERIZON NEW ENGLAND, INC AND
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY DATE : JANUARY 18, 2019

SHOWING PROPOSED RELOCATION OF ONE POLE ON SOUTH STREET



NOT TO SCALE

- PROPERTY LINE
- EDGE OF PAVEMENT
- - - - - EDGE OF ROADWAY

LEGEND



EXISTING JOINTLY OWNED POLE TO BE RELOCATED

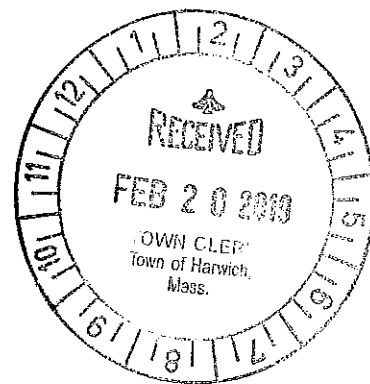
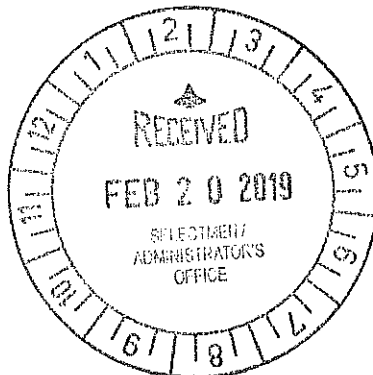


PROPOSED NEW JOINTLY OWNED POLE TO BE INSTALLED

Noreen Donahue
68 West Tupelo Drive
Harwich, MA 02645

February 20, 2019

TOWN CLERK, ANITA DOUCETTE
Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA 02645



Re: Letter of resignation from Wastewater Support Committee

To avoid any potential ethics concerns related to prospective activities, I hereby tender my resignation from the Wastewater Support Committee effective immediately.

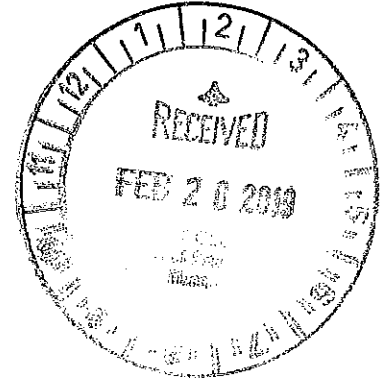
Thank you for the opportunity to serve the Town of Harwich.

Sincerely,

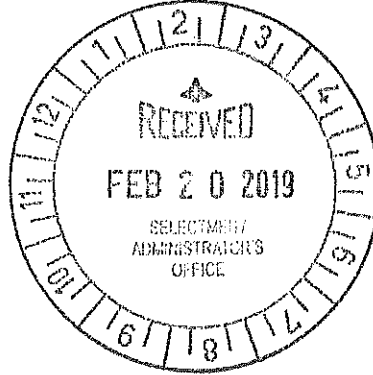
Noreen Donahue
Noreen Donahue

Cc: Anita Doucette, Town Clerk

Peter Hughes
41 Martha's Lane
PO Box 54
South Harwich, MA 02661



February 20, 2019



Town Clerk, ANITA DOUCETTE
Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA 02645

Re: Letter of resignation from Wastewater Support Committee

To avoid any potential ethics concerns related to prospective activities, I hereby tender my resignation from the Wastewater Support Committee effective immediately.

Thank you for the opportunity to serve the Town of Harwich.

Sincerely,


Peter Hughes

Cc Anita Doucette, Town Clerk

LEGEND:

Not Applicable now that we are fully regionalized

Amendments must be initiated in accordance with Section XVII.A.

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, have desire to created a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Name and Composition. During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The name of the Regional School District shall be the Monomoy Regional School District. The Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be

applied, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. ~~With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms),~~ The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk unless the member has otherwise vacated his or her seat.

E. Initial Staggering of Terms. ~~For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:~~

~~In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.~~

F. Vacancies. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

G. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end-of-the-year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.

Section III. QUORUMS, VOTES AND GOVERNANCE

A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns~~[MLT1]~~. A number less than the majority may vote to adjourn, but shall not take any other action.

B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute.

C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional District School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The Regional District School Committee shall elect~~[MLT2]~~ appoint a Secretary who may or may not be a member of the Regional District School Committee's membership.

F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.

G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee, as established consistent with Section I (Membership of the Regional School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited

to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "preschool" is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide "universal" preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configurations spoken to above.

G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

~~B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~

C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the **Regional** District School Committee. The term shall commence on the date when the Regional District School Committee completes the

District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Regional District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.

E. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

F. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

G. ~~The leases of all of the above refereneed school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existenee~~

H. At whatever point in time the land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

I. Payments from future leases of Regional property shall be paid to the Regional School District.

Section VI. TRANSPORTATION

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Regional District School Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. The District shall submit its proposed budget to the Board of Selectmen and Finance Committee of each member town and provide a copy to each member town's public library and town clerk's office for posting. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town~~[MLT3]~~.
2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region.— Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges unless the Finance Committees and Board of Selectmen from each member town and the Regional School District Committee subsequently agree to some other methodology~~[MLT4]~~. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall

certify to the Treasurer of each member town that town's assessed share of such budget.

4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of eChapter 71, section 16B, as well as 603 CMR section 41, et seq. as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

A. Operating Costs. Operating costs needed to support the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows:

1. Each member town will contribute to the District no less than its minimum required local contribution as determined by the Commissioner pursuant to G.L. Chapter 70.
2. Any excess costs needed to support the District's budget will be assessed to the member towns on the basis of the town's foundation enrollment.
3. Excess costs will be assessed to each member town on the basis of the combined three-year rolling average of foundation enrollment for each member town. That is, the October 1 foundation [MLT5] enrollment figures as published by the DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all of the member towns for the most recent past three years. Each member town will be assessed the same percentage of the excess costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

Capital costs that are attributable to facilities that are under the custody and control of the District, whether they are owned by or leased to the District, shall be assessed to the member towns on the basis of the three year rolling average of each town's foundation enrollment as described in Section IX, A, 34 above.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each town who attend the District's schools based on the

average of the most recent three years' ~~October 1~~ enrollment figures as reported, currently on October 1, to DESE.

D. Debt Service. ~~Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school).~~ Notwithstanding the terms of subsections B and D, debt service costs, which were incurred prior to July 1, 2017, will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment as described in Section IX, A, 34 above.
2. Debt service costs attributable to the District's elementary schools will be assessed to the member town that owns the buildings provided that if the Regional District School Committee reconfigures its elementary schools such that students are no longer assigned based on their town of residence, e.g., students are assigned based on districting; the District creates an "upper" and "lower" elementary school, debt service costs shall be assessed upon the mechanism described in paragraph E below which utilizes the most recent three years' enrollment figures. [Reflects Attorney revision made 2/15/19].

E. ~~Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach.~~ The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' ~~October 1~~ enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the ~~capital and~~ debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. ~~However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.~~

F. The payment of the assessed share of costs by each member town, as computed by the Regional District School Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional

School District in ~~five~~ equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June

Section X. STABILIZATION FUND.

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal

ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVIII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

Section XIV. TEACHERS

In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.

Section XV. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of chapter 71, section 16, or the process that appears in subsection (n) of chapter 71, section 16.

Section XVI. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

Section XVII. AMENDMENTS

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten per cent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

Section XVIII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

Section XIX. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Section XX. TRANSITION PERIOD

As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603-CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until

midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.

A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.

B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.

C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.

D. Powers of the IRSC and the Regional School Committee During the Transition Period. During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.

4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.
5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
7. The power to appoint a regional School Building Committee.
8. The power to develop and adopt a strategic plan for the Regional School District.
9. The power to appoint subcommittees.

E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agent(s) for purposes of processing invoices and payments for said transportation.

F. **Termination of IRSC.** The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.

Dated this _____ day of _____, 2011

~~Chatham Board of Selectmen~~ _____ ~~Harwich Board of Selectmen~~ _____

~~Leonard M. Sussman, Chairman~~ _____ ~~Angelo S. LaMantia, Chairman~~ _____

Interim Regional School Committee

~~Jeffrey Dykens, Chatham~~ _____ ~~Eric Whiteley, Chatham~~ _____ ~~William Bystrom, Chatham~~ _____

~~Craig Vokey, Chatham~~ _____ ~~Thomas Blute, Harwich~~ _____ ~~Sue Daggett, Harwich~~ _____

~~Mark Russell, Harwich~~ _____ ~~Brian Widegren, Harwich~~ _____

~~Chatham School Committee~~ _____ ~~Harwich School Committee~~ _____

~~Jeffrey Dykens, Chair~~ _____ ~~Polly Hemstock, Chair~~ _____

~~Chatham Public Schools~~ _____ ~~Harwich Public Schools~~ _____

~~Dr. Mary Ann Lanzo~~ _____ ~~Dr. Carolyn M. Cragin~~ _____
~~Superintendent~~ _____ ~~Superintendent~~ _____

Department of Elementary and Secondary Education

~~Mitchell D. Chester, Commissioner~~ _____

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as "member towns,, have created a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Name and Composition. The name of the Regional School District shall be the Monomoy Regional School District. The Regional District School Committee, hereinafter sometimes referred to as the "Committee,, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk unless the member has otherwise vacated his or her seat.

E. Vacancies. Any vacancy occurring on the Regional District School Committee shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

F. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, section 16A, known as "Regional School Committee, Organization,,". In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings.

Section III. QUORUMS, VOTES AND GOVERNANCE

A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.

B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute.

C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative the Regional District School Committee may in any given year deviate from this

standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The Regional District School Committee shall elect/appoint a Secretary who may or may not be a member of the Regional District School Committee's membership.

F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.

G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee, as established consistent with Section I (Membership of the Regional School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, section 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "preschool," is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide "universal,, preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configurations spoken to above.

G. At the time of the creation of the District, any and all money held in so-called "revolving funds,, in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related

equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

B. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Regional District School Committee. The term shall commence on July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.

D. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/High School. The terms expressed in paragraph V.D shall apply equally to this paragraph.

E. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School. The terms expressed in paragraph V.D shall apply equally to this paragraph.

F. At whatever point in time the land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

G. Payments from future leases of Regional property shall be paid to the Regional School District.

Section VI. TRANSPORTATION

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Regional District School Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. The District shall submit its proposed budget to the Board of Selectmen and Finance Committee of each member town and provide a copy to each member town's public library and town clerk's office for posting.
2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges unless the Finance Committee and Board of Selectmen from each member town and the Regional School District Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five

(5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.

3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.
4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of Chapter 71, section 16B, as well as 603 CMR section 41, *et seq.*, as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs,, include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.
2. "Capital costs,, will include all capital outlay appearing in the 7000 DESE function codes.

3. "Transportation costs,, include all costs associated with transporting the District's students to and from school.
4. "Debt service,, includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

A. Operating Costs. Operating costs needed to support the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows:

1. Each member town will contribute to the District no less than its minimum required local contribution as determined by the Commissioner pursuant to G.L. Chapter 70.
2. Any excess costs needed to support the District's budget will be assessed to the member towns on the basis of the town's foundation enrollment.
3. Excess costs will be assessed to each member town on the basis of the combined three-year rolling average of foundation enrollment for each member town. That is, the foundation enrollment figures as published by the DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all of the member towns for the most recent past three years. Each member town will be assessed the same percentage of the excess costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

Capital costs that are attributable to facilities that are under the custody and control of the District, whether they are owned by or leased to the District, shall be assessed to the member

towns on the basis of the three-year rolling average of each town's foundation enrollment as described in Section IX.A.3 above.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, currently on October 1, to DESE.

D. Debt Service. Notwithstanding the terms of Section IX.B, debt service costs, which were incurred prior to July 1, 2017, will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three-year rolling average of each town's foundation enrollment as described in Section IX.A.3 above.
2. Debt service costs attributable to the District's elementary schools will be assessed to the member town that owns the building.

E. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under Sections IX.B and IX.D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under Sections IX.B and IX.D above.

F. The payment of the assessed share of costs by each member town, as computed by the Regional District School Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional School District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June

Section X. STABILIZATION FUND

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this agreement adopted by each member town in accordance with Section XVI (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner,") and to the District a "Long Range Education Plan,, consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest

thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVII (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

Section XIV. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of Chapter 71, section 16, or the process that appears in subsection (n) of Chapter 71, section 16.

Section XV. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVI (Amendments).

Section XVI. AMENDMENTS

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten per cent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the

respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

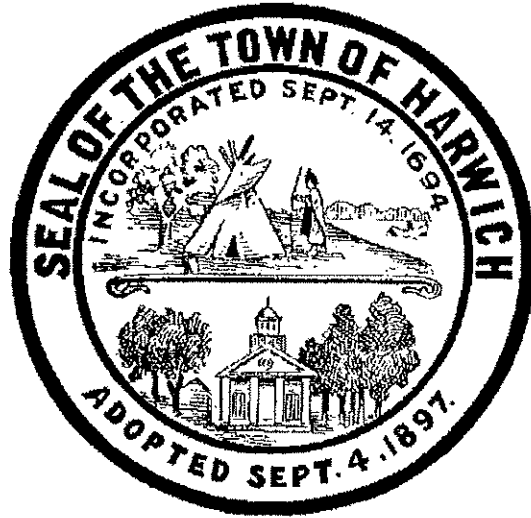
Section XVII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012.

Section XVIII. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

**ANNUAL TOWN MEETING
WARRANT
With
RECOMMENDATIONS**



MAY 6, 2019

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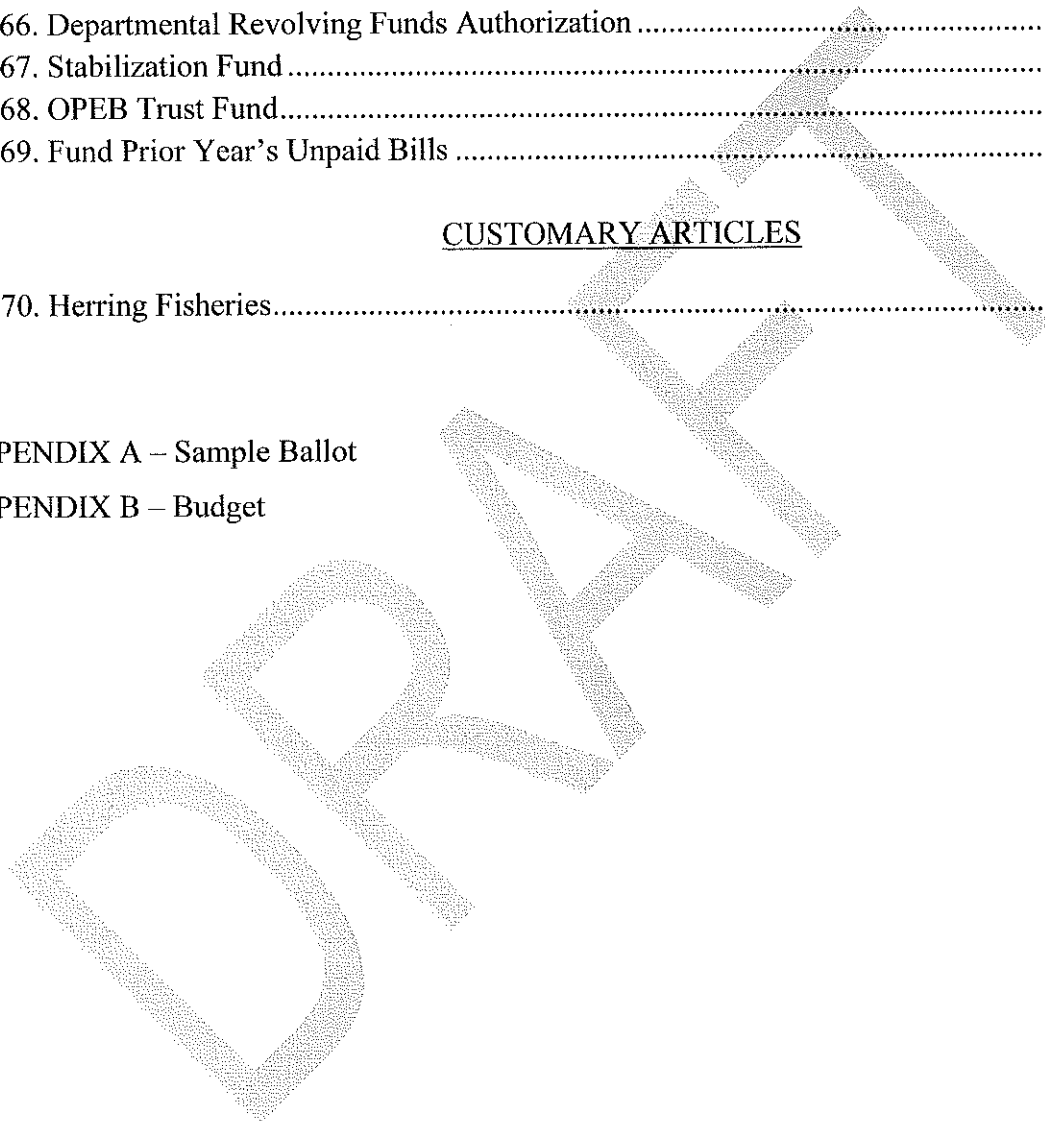
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**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL TOWN MEETING
May 6, 2019**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said county,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street in said Town on May 6, 2019 at 7:00 P.M., then and there to act on the following articles:

ARTICLES

TOWN OFFICERS AND COMMITTEES

ARTICLE 1: To choose various Town Officers and Committees. Customary Article

REPORTS OF TOWN OFFICERS AND COMMITTEES

ARTICLE 2: To hear reports of all Town Officers and Committees for the year 2018. Customary Article

ELECTED OFFICIALS SALARIES

ARTICLE 3: To see if the Town will vote the salaries of the Elected Officials of the Town for fiscal year commencing July 1, 2019 and ending June 30, 2020 as follows and to act fully thereon. Estimated cost: \$ _____

Selectmen (5)	\$2,400 each
Moderator	\$1,000
Water Commissioners (3)	\$1,000 each
Library Trustees (7)	\$1,000 each
Town Clerk	\$101,474

ACCEPT PROVISIONS OF M.G.L. CH. 64G SECTION 3A, LOCAL EXCISE TAX

ARTICLE 4: To see if the Town will vote to amend its acceptance of M.G.L. c. 64G, §3A by increasing the percentage of the local option room occupancy tax on rental of rooms in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel from 4% to 6%, to take effect on July 1, 2019, and to act fully thereon. By request of the Board of Selectmen.

TOWN FY 20 OPERATING BUDGET

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray Town charges for Fiscal Year 2020, and to act fully thereon. By request of the Board of Selectmen. (BUDGET – SEE APPENDIX B). Estimated Cost: \$39,759,420.

Operating Budget	
Betterments	99,872
Cable Fund	168,594
CPA	553,700
FEMA	13,815
Free Cash	50,000
Golf Improvement	139,000
Overlay Surplus	100,000
State Aide	687,545
Water Enterprise	726,219
Waterways & Mooring	310,303
Subtotal	2,849,048
Local Receipts	13,518,260
Taxes	23,392,113
Operating Budget	39,759,420

Explanation This article is a customary article to appropriate funding for the fiscal year 2020 operating budget of the town. The operating budget includes a provisional appropriation for the first year payment on General Obligation Debt associated with the Lower County Road Project to be presented in Article 22. If the Lower County Road Project fails to reach approval at either Town Meeting or Ballot Vote and the Operating Budget passes then the appropriation associated with the first year debt payment will be removed. A complete summary of the FY 2020 Budget can be found in Appendix B.

MONOMOY REGIONAL SCHOOL DISTRICT FY 20 BUDGET

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to pay for the Monomoy Regional School District Assessment for Fiscal Year 2020, and to act fully thereon. By request of the Monomoy Regional School Committee and Superintendent. Estimated cost: \$26,754,276.

MRSD Budget	
Operating Budget	24,280,721
Transportation	554,789
Capital	260,748
Debt - High School	1,658,018
Total	26,754,276

CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT FY20 BUDGET

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to pay for the Cape Cod Regional Technical High School District Assessment for Fiscal Year 2020, and to act fully thereon. By request of the Cape Cod Regional Technical High School District. Estimated cost: \$2,332,198.

CCRTHS Budget	
Operating Budget	1,421,763
Debt - New School	910,435
Total	2,332,198

Explanation: This assessment includes funding for our portion of the construction of the new facility. This is the first installment of debt service.

FY20 WATER BUDGET

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray Water Department Operating Budget for Fiscal Year 2020, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$4,327,977.36.

FY20 WASTEWATER/SEWER BUDGET

ARTICLE 9: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray the Wastewater/Sewer Department Operating Budget for Fiscal Year 2020, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$250,000.

Explanation: The FY19 Budget included this budget in the amount of \$70,000. It is anticipated that due to the small number of initial users that the town will need to subsidize payments obligated to Chatham IMA for use of their plant. This budget increase to \$150,000 is taxpayer supported. The FY 2020 Budget will be used to fund a \$100,000 Program Administrator to help in transition. The D/H/Y efforts would be funded with

\$25K and \$25K to amend the CWMP. \$100,000 from Free Cash would be used to fund a program to help connection costs for income eligible people through the County.

ADOPT THE CAPITAL PLAN

ARTICLE 10: To see if the Town will vote to adopt the Capital Plan for the ensuing seven year period as adopted last year by the Town Meeting with new fiscal year 2026 as proposed by the Board of Selectmen and set forth below or as amended by vote of the Town Meeting, and to act fully thereon. By request of the Board of Selectmen.

DRAFT

203 Bank Street and Parking Lot Improvements	\$ 60,000	TBD						
Rte 28 SAQ to Harwichport (Supplemental)	\$ 576,500							
Rte 28 SAQ to Harwichport (Supplemental)GRANT	\$ -							
Bank Street Harwich Center to Rte 28	\$ -	\$ 450,000						
in Former West Harwich School on Bells Neck	\$ 20,000	TBD						
on to Site Plan Expand Parking Lot	TBD	TBD						
on of Queen Anne Road Solar Farm Expansion	TBD	TBD						
enter Building (See Facility Maintenance)								
Replacement Schedule	\$ 27,000	\$ 24,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
tion (Finalize & Reimbursement) \$57K and \$74K	\$ 131,000							
ery Mapping and Software	\$ 30,110	\$ 100,000						
Additional Project)			\$ 250,000	\$ -				
Extension Red River Beach	\$ 100,000	\$ -						
rainage Plan and Improvements	\$ 40,000	\$ 100,000	\$ 100,000	\$ 100,000				
e ADA Compliance Plan Improvements	\$ 20,564	\$ 11,605	\$ 75,235					
em Brooks Library HVAC		\$ 65,000						
- Insulation	\$ 260,750							
nic Shop (Formerly Shop Only)	\$ -							\$ 1,200,000
	\$ -	\$ 75,000						
		\$ 135,000						
Replacement			\$ 160,000			\$ -	\$ -	
Replacement Sash Windows that Failed			\$ -	\$ 200,000		\$ -	\$ -	
Replacement -Casements and Picture Windows			\$ -	\$ -	\$ 200,000	\$ -	\$ -	
ator			\$ 105,000					
ve and Replace Privacy Fence			\$ 52,000					
ensing Units and Air Handlers				\$ 275,000				
Replacement					\$ 240,000			
nt						\$ 120,000	\$ -	
Replacement						\$ 120,000	\$ -	

Facility Main.-DPW Community Center Generator	\$ 105,000		
Facility I/Viain.-DPW Community Center Remove and Replace Privacy Fence	\$ 52,000		
Facility Main.-DPW Community Center 3 Condensing Units and Air Handlers		\$ 275,000	
Facility Main.-DPW Community Center Roof Replacement			\$
Facility Main.-DPW Library Boiler Replacement			
Facility Main.-DPW Community Center Boiler Replacement			

n-203 Bank Street and Parking Lot Improvements	\$ 60,000							
n Rte 28 SAQ to Harwichport (Supplemental)	\$ 576,500							
n Rte 28 SAQ to Harwichport (Supplemental)GRANT	\$ -							
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Center Building (See Facility Maintenance)								
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Additional Project)			\$ 250,000	\$ -				
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Drainage Plan and Improvements	\$ 40,000	\$ 100,000	\$ 100,000	\$ 100,000				
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it	\$ -	\$ 75,000						
		\$ 135,000						
Replacement			\$ 160,000			\$ -	\$ -	
v Replacement Sash Windows that Failed			\$ -	\$ 200,000		\$ -	\$ -	
v Replacement -Casements and Picture Windows			\$ -	\$ -	\$ 200,000	\$ -	\$ -	
erator			\$ 105,000					
ove and Replace Privacy Fence			\$ 52,000					
ndensing Units and Air Handlers				\$ 275,000				
Replacement					\$ 240,000			
ent						\$ 120,000	\$ -	
er Replacement						\$ 120,000	\$ -	

Facility Main.-DPW Community Center Remove and Replace Privacy Fence \$ 52,000
 Facility Main: DPW Community Center 3 Condensing Units and Air Handlers \$ 275,000
 Facility Main.-DPW Community Center Roof Replacement \$
 Facility Main: DPW Library Boiler Replacement \$ 240,000
 Facility Main.-DPW Community Center Boiler Replacement \$

LEASE PURCHASE AGREEMENTS

ARTICLE 11: To see if the Town will vote to enter into various lease purchase financing agreements for town equipment included in the operating budget for FY 2020, said leases may be for a term not to exceed the useful life of the equipment as determined by the Board of Selectmen; and to act fully thereon. By request of the Board of Selectmen.

Explanation: The Municipal Modernization Act of 2016 contains a new section requiring a recommendation by the Town Administrator and a two-thirds vote of the legislative body to authorize a tax-exempt lease purchase agreement. To qualify under this new section a qualifying lease must be in excess of three years, must not exceed the useful life of the equipment, must establish a nominal residual value of the equipment at the end of the lease, and must be approved by a two-thirds vote of Town Meeting.

ADMINISTRATION

CAPITAL EQUIPMENT AND PUBLIC WORKS ITEMS FUNDED FROM FREE CASH ITEMS UNDER \$50,000

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the items in the table below included in the FY 2020 Capital Plan, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$136,874.

1	ADA Compliance Plan Improvements	\$20,564
2	Community Center Compressors	\$20,000
3	Phase III Town-wide Radio System	\$20,000
4	Auto Extraction Equipment	\$100,000
	Auto Extraction State Grant (appropriation deducted from Grant)	(\$95,000)
5	Taser Replacement (5-yr lease program)	\$14,910
6	Traffic Speed Monitoring Radar	\$26,400
7	Harwich Center ADA Sidewalk Project (Town match toward Grant)	\$30,000
	Gross Total less Grants	\$136,874

FACILITY MAINTENANCE AND REPAIR FUND

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to defray costs related to Facility and Grounds Maintenance and Repair included in the FY 2020 Capital Plan, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$774,750.

1	Highway Barn Metal Roof	\$260,750
2	Cultural Center Subsidy	\$125,000
3	203 Bank Street Parking Improvements - demolition	\$60,000
4	Wixon Dock Landside Improvements	\$70,000
5	Allen Harbor Jetty Design	\$57,000
6	Brooks Library Sidewalk Repair	\$90,000
7	Pleasant Road Beach Parking Lot Paving	\$112,000
	TOTAL	\$774,750

FUND SNOW AND ICE DEFICIT FOR FY19

ARTICLE 14 : To see if the Town will vote to transfer from available funds a sufficient sum of money to fund the Fiscal Year 2019 Snow and Ice Deficit Account, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$ 325,000.

FUND BUDGET SHORTFALLS IN BUDGET TRANSFERS FOR FY19

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund shortfalls in various FY 19 budget and fund transfers, and to act fully thereon. By request of the Town Administrator and Finance Director. Estimated cost: \$100,000.

Explanation: The Water Department discovered serious conditions on pipes by the Lothrop Street Tank that needed immediate repair.

WATER DEPARTMENT

PURCHASE/REPLACE MINI EXCAVATOR FOR WATER DEPARTMENT

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to purchase/replace a John Deere 35D Mini Excavator or equivalent, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$64,000

Explanation: The existing John Deere 35D was purchased in 2005 and has over 5000 hours of use. It has been determined the Pins/Turntable need to be replaced which will cost more than \$11,000. The current trade in value for the machine is \$15,000. The replacement cost is \$64,000 with anticipated trade in value of \$14,000. The net cost is estimated at \$50,000.

PLEASANT LAKE AVENUE TANK – FULL REPLACEMENT

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to increase the diameter of the water main entering the Pleasant Lake Tank including vertical pipe at the base of the tank into the tank and minor structural modifications, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$300,000

Explanation: The existing 12" pipe fill pipe is undersized. When attempting to fill the tank pressure in the distribution system can exceed 120 PSI. As a result, the tank cannot be filled to its 1.5 million gallon capacity and limits the ability to utilize the tank to control pumping operations.

REPLACE THE T1 MAIN FACILITY GENERATOR AT CHATHAM ROAD

ARTICLE 18: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to replace the T1 Main Facility Generator located on Old Chatham Road, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$65,000

Explanation: The existing generator was installed in 2005 and has failed to operate in critical times of need multiple times in the past year. This generator is responsible for providing backup power to the SCADA System (controls, monitors, & alarms for the water system) and 3 water production wells.

PURCHASE A 2019 FORD F-550 TRUCK

ARTICLE 19: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to purchase a 2019 Ford F-550 or equivalent, and to act fully thereon. This vehicle will replace a 2005 F-350 Dump Truck. By request of the Water Commissioners and Superintendent. Estimated cost: \$76,551.

Explanation: The new vehicle is estimated to cost \$76,551 less anticipated trade in the value of \$6,551. The vehicle to be replaced has considerable rot to the frame & dump body. In the past year the oil pan and PTO that controls the dump body had to be replaced. It has been determined by the DPW's vehicle maintenance division the F-350 should be replaced due to the following:

- *Frame and body rust/rot is progressing rapidly.*
- *Seat and seat belt attaching points are rotting.*
- *The dump body has holes in the floor that will get larger with use.*
- *The tailgate on the dump body does not fit correctly.*
- *The subframe for the dump body is rotting.*
- *The oil pan is rusty/flaking, will need replacement. Cab off procedure.*

DEPARTMENT OF PUBLIC WORKS

PURCHASE AND EQUIP VEHICLES FOR THE DPW

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to purchase and equip the following vehicles:

(1) One Ton Dump Truck (Highway)	\$ 80,000
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(1) Johnston Sweeper Body/Pony Motor (Highway)	\$ 125,000
(2) C&D Trailers (Disposal)	\$ 150,000
(1) Rolloff Pup Trailer (Disposal)	\$ 40,000
	\$395,000

and to further authorize the trade-in or sale of the following old vehicles toward the purchase price, where the Board of Selectmen find that the vehicles cannot be utilized elsewhere in Town:

1999 Ford F-350 Dump Truck
2009 Great Lakes Pup Trailer

and to act fully thereon. By request of the DPW Director. Estimated cost: \$395,000

Explanation:

One Ton Dump Truck - The current 1999 Ford dump truck has approximately 160,600 miles on it, is in poor condition, and is a front line vehicle used for snow removal and moving personnel and equipment.

Johnston Sweeper Body/Pony Motor - The truck/chassis of our 2007 Johnston Sweeper are in good condition, while the sweeper body and pony motor are failing. Replacing the body and pony motor would save us in excess of \$150,000 over purchasing a new sweeper, while prolonging the life for another 10-15 years.

C&D Trailers - This request is to add to our existing fleet of C&D trailers, which are utilized daily to transport C&D waste off-Cape. The additional trailers would enable us to better manage that function, which provided the Town with approximately \$1.45 million in gross revenue in FY18.

Rolloff Pup Trailer - We will soon be facing major maintenance on our current 10 year old pup trailer, which is used to transport our recycling products off-Cape. Given the age and amount of use this trailer gets, we feel it is not worth spending the money required for the necessary maintenance.

RECONSTRUCTION OF LOWER COUNTY ROAD

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow in accordance with Ch.44 of the M.G.L., or any other enabling authority, the sum of \$4,560,475 to fund the Reconstruction of Lower County Road including all costs incidental and related thereto, as requested in the Capital Plan for FY20. And further, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of

any such premium so applied, and to act fully thereon. By request of the DPW Director. Estimated cost: \$4,560,475

Explanation: The road is in poor condition, with structural defects in its base and a sidewalk that is not ADA compliant. The sheer scope of the project is more than we could handle under our County Bid Road Construction items and the cost is more than could be absorbed within our road maintenance plan. Although Lower County Road is eligible for State funding in the Transportation Improvement Program, there is no way to meet the Complete Streets criteria (sidewalks and bike lanes on both sides of the street) within the Town's 40' right of way. Since the Water Department completed the \$1.2M worth of water main replacements, the road is in utter shambles and in dire need of this project. The funding is coming from two sources. The first \$4,560,475 from the Debt Exclusion; and \$1.0 million from the Road Maintenance Program.

PURCHASE OF A MOBILE LIFT SYSTEM

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to purchase and equip the following:

Mobile Lift System (Vehicle Maintenance)

and to act fully thereon. By request of the DPW Director. Estimated cost: \$90,475

Explanation: Mobile Lift System - Our current lifts are unable to lift larger vehicles, such as fire trucks and road tractors and waste trailers, complicating required maintenance. The mobile lift system would allow us to safely elevate all vehicles in the Town fleet.

ROAD MAINTENANCE PROGRAM

ARTICLE 23: To see if the Town will vote to raise and appropriate and/or transfer from available funds, and/or borrow the sum of \$700,000 to fund the Road Maintenance Program as requested in the Capital Plan for FY20, including all costs incidental and related thereto. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c.59 § 21c (Proposition 2 ½) the amounts required to pay the principal of and the interest on any borrowing authorized under this article. And further, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied, and to act fully thereon. By request of the DPW Director. Estimated cost: \$700,000.

Explanation: The capital request for road maintenance is for \$700k for FY20, which we anticipate being augmented by approximately \$700k in Chapter 90 funds. The capital

project request form lists 5 years of our road maintenance plan with cash flows of approximately \$1.4M each year and has our 5 year Road Maintenance Plan attached.

ZONING/PLANNING BOARD

SINGLE FAMILY DWELLING WITH ACCESSORY APARTMENT

ARTICLE 24: To see if the Town will vote to amend the Town’s Zoning Bylaw, as follows:

(i) By amending ARTICLE V, Use Regulation, §325.13.A, Paragraph I, Residential Uses, namely Table 1, Use Regulations, Paragraph I – Residential Uses, Use No. 10, Single-family dwelling with accessory apartment, as follows (deletions shown in ~~strike-through~~ and proposed language in **bold underline**):

Table 1, Use Regulations

Use	RR	RL	RM	RH-1	RH-2	RH-3	CV	CH-1	CH-2	IL	MRL	MRL-1	WR	
Paragraph IV – Residential Uses														
10	Single-family dwelling with accessory apartment (§325-51H <u>§325-14.T</u>)	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	-	-	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	-	-	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>

and

(ii) By renumbering and repositioning with the Zoning Bylaw ARTICLE X, Administration and Enforcement, §325-51.H, Single-family dwelling with accessory apartment, as and to ARTICLE V, Use Regulation, §325-14.T, Single-family dwelling with accessory apartment; and

(iii) By amending said Article X, Administration and Enforcement, §325-51.H, Single-family dwelling with accessory apartment, now ARTICLE V, Use Regulation, §325-14.T, Single-family dwelling with accessory apartment, as follows (deletions shown in ~~strike-through~~ and proposed language in **bold underline**):

T. Single-family dwelling with accessory apartment.

- (1) Purpose. The intent of permitting accessory apartments is to:
- a. Increase the number of small dwelling units available for rent in Town;
 - b. Increase the range of choice of housing accommodations;
 - c. Encourage greater diversity of population with particular attention to young adults and senior citizens; and

- d. Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.

(2) Definitions. **OWNER** One or more individuals holding title to the property.

(3) Criteria, for special permit approval. ~~Special permits for single-family dwellings with a~~ An accessory apartment is allowable within a single-family dwelling, either attached or detached, ~~may be granted upon determination by the Planning Board that~~ **provided that** the following criteria have been met **satisfied**:

- a. Only one accessory apartment is permitted for each principal dwelling unit.
- b. The accessory apartment may not be held in separate ownership from the principal use.
- c. Only one of the principal dwelling or accessory apartment may be rented at any given time **and, if rented, shall be rented for a term of no less than six (6) consecutive months.**
- d. The accessory apartment shall have a net floor area not exceeding 1/2 of the net floor area of the principal dwelling unit and not more than 900 square feet.
- e. The accessory apartment shall have not more than two bedrooms.
- f. At least one off-street parking space shall be provided for the accessory dwelling ~~unit~~ **apartment.**
- g. The minimum lot area required for a parcel ~~to be eligible for a special permit to~~ allow an accessory apartment shall not be less than 15,000 square feet if the parcel is situated in a RH-1, CV, CH-1, MRL or MRL-1 District; 20,000 square feet if situated in a RL, RM or RR District; and 40,000 square feet if situated in a Water Resource (WR) Overlay District. **For parcels existing within an approved Open Space Residential Development or Cluster Subdivision, the lots size shall be consistent with the endorsed plan.**
- h. The accessory apartment shall be designed so that, to the degree reasonably feasible, the appearance of the property remains that of a single-family property with matching materials, colors, window styles and roof design for one structure, if the apartment is attached, or for both structures, if the apartment is detached.
- i. The principal dwelling unit and accessory apartment shall meet all wastewater treatment requirements for the combined number of bedrooms.
- ~~j. The proposed use shall not create traffic hazards or volume greater than the capacity of the streets affected.~~
- ~~k~~ **j.** The proposed use shall not exceed the building or site coverage for the zoning district.
- ~~l~~ **k.** If an addition is to be built for the proposed use, the addition shall be set back from front, side and rear lot lines the distance required in the zoning district for new construction.

The Building Commissioner shall determine compliance with said criteria following receipt of the application for a building permit for a change of use and/or for construction of the said accessory apartment.

(4) ~~The applicant shall record with the Registry of Deeds for Barnstable County a certified copy of the special permit decision and the special permit shall lapse if it is not so recorded and if it is not duly exercised within two years as provided for under MGL c. 40A, § 9.~~

(5) ~~Transfer of ownership. The provisions of the special permit may be transferred with ownership of the property provided the provisions of this section and all other provisions of the Zoning Code of the Town of Harwich and the State Building Code are met and the Planning Department has approved a transfer for the special permit. The new owner also may request a Planning Board certification for the accessory apartment. To obtain such certification, the owner shall submit a written request with a statement that the conditions at the time of the original special permit approval remain unchanged and with a certification of ownership. The Planning Board certification shall be recorded at the Registry of Deeds.~~

(6) (4) A final determination that the owner **has** failed to comply with these **forgoing criteria** provisions or the termination of occupancy by the owner of the subject property shall be evidence that the rights and benefits conferred **hereunder** the special permit were abandoned or otherwise surrendered and discontinued by the owner and all such rights and benefits shall lapse **are null and void** and the elements that make the accessory apartment a separate dwelling unit shall be removed from the property within 90 days of said final determination, with the owner to comply with all requirements of the State Building Code and Town Zoning in removing elements determined to be unpermitted; and to act fully thereon. By request of the Planning Board

FREE-STANDING PORTABLE SIGNS

ARTICLE 25: To see if the Town will vote to amend the Town's Zoning Bylaw §325-2 Word usage and definitions and by addition a new §325-26.K as follows

Within §325-2 delete the existing definition of "A-Frame/Easel/Sandwich-Board Signs" and replace with the following definition:

"FREESTANDING PORTABLE SIGN" – A single or double-faced, self-supporting sign made of wood, cardboard, plastic, metal or other lightweight and rigid material.

And, add a new §325-26.K to read as follows:

K. Freestanding Portable Sign.

- (1) A sign permit from the Building Department shall be required;
- (2) The area of the sign shall be no more than six (6) square feet per side;
- (3) The sign height above the ground shall not exceed three (3) feet;
- (4) The sign width shall not exceed three (3) feet;
- (5) The sign shall be unlit, shall be inaudible, and shall have no moving parts (except any necessary hinge to fold and unfold said sign);
- (6) The sign shall be stable and have no external supports;
- (7) The sign area (one side only) shall count towards the total allowable sign area (in square feet) for the business, pursuant to §325-27

- (8) The sign shall indicate no more than the name of the business, a special event, hours of operation, sale of a product or service, and price;
- (9) Only one (1) freestanding portable sign per business may be located on a property; a business with street frontage on two (2) streets may have no more than one (1) such sign on each street front; however, if there are multiple businesses on a property, there shall be no more than one (1) such sign per business, regardless of the street frontage;
- (10) The sign may only be displayed up to two (2) hours before the business is open to the general public and during the time business is open to the general public; and
- (11) The sign shall also comply with the requirements of §325-26.D-G, above;

and to act fully thereon. By request of the Planning Board

RETAINING WALLS FOR SEPTIC SYSTEMS

ARTICLE 26: To see if the Town will vote to amend the Town’s Zoning Bylaw §325-16, Table 2 and to add a new subparagraph “R. Retaining Wall(s) for Septic Systems” to §325-18, as follows:

§325-16, Table 2, add a Note “3” to the “Front (feet)”, “Side (feet)”, and “Rear (feet)” columns, which shall read as follows:

“³May be reduced to 10 feet for Septic System pursuant to §325-18.R.”

And,

§325-18 add a new subsection “R. Retaining Wall(s) for Septic Systems” to read as follows:

“R. Retaining Wall(s) for Septic Systems. The provisions of §325-17 notwithstanding, on an improved parcel, a retaining wall(s) associated with the installation of a septic system (e.g. mounded septic system) required by the Board of Health and/or Title 5, shall be setback no less than 10 feet to any lot line;

and to act fully thereon. By request of the Planning Board

SPECIAL PROVISIONS FOR LIFTING EXISTING STRUCTURE TO NEW AND APPROPRIATE ELEVATIONS

ARTICLE 27: To see if the Town will vote to amend the Town’s Zoning Bylaw Article XVII – Flood Plain Regulations by 1) changing §325-108 Definitions to §325-109 Definitions and 2) adding a new §325-108 “Special Provisions for Lifting Existing Structures to New and Appropriate Elevations” and by adding four new definitions, alphabetically, to the new §325-109 Definitions, and further to amend §325-2 Word usage and Definitions “Building/Structure Height” paragraph B by deleting the existing language and replacing it, as follows:

§325-108 Special Provisions for Lifting Existing Structures to New and Appropriate Elevations

(1) Notwithstanding the provisions of any other provision of the Harwich Zoning By-law to the contrary, except as otherwise provided pursuant to paragraph (3) of this subsection, a person shall be allowed to lift an existing structure located in an Area of Special Flood Hazard to a new and appropriate elevation, or constructing a staircase or other attendant structure necessitated by such raising without the need for Board of Appeals relief, provided, however, this exemption shall apply only to the minimum extent or degree necessary to allow the structure to meet the new and appropriate elevation with adequate means of ingress, egress and accommodation of typical basement facilities.

(2) Appurtenant to lifting an existing structure, the existing structure may be relocated elsewhere on the lot as long as said relocation does not create a new, or increase the intensity of a setback nonconformity.

(3) The exemption established pursuant to paragraph (1) of this subsection shall not be available to a person who has altered or is seeking to alter the original dimensions of a structure if, had the alteration not been made, the structure could have been raised to meet the new and appropriate elevation either without the exemption or with an exemption of lesser degree than is needed with the alteration.

And,

§325-109 Definitions, as the following:

ATTENDANT STRUCTURE means an area to accommodate utilities, laundry facilities or mechanicals which are otherwise typically located within a basement area.

EXISTING STRUCTURE means any commercial or municipal structure or residential dwelling that currently exists, or existed prior to the catastrophic event, at the time a request is made to elevate.

HIGHEST APPLICABLE FLOOD ELEVATION STANDARD means the one-percent (1%) FEMA base flood elevation plus up to an additional three (3) feet.

NEW AND APPROPRIATE ELEVATION means any elevation to which a structure is raised, or is to be raised, that is equal to or higher than the applicable FEMA base flood elevation, provided, however, in no case shall the new and appropriate elevation exceed the highest applicable flood elevation standard.

And,

§325-2 Building/Structure Height

B. For a building or structure located within an area of special flood hazard, refer to §325-108;

And to act fully thereon. By request of the Planning Board

PROVIDE FUNDING FOR AN UPDATE OF THE TOWN'S LOCAL
COMPREHENSIVE PLAN

ARTICLE 28: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money for the updated of the Town's Local Comprehensive Plan, and to act fully thereon. By Town Planner, Planning Board and Town Administrator. Estimated cost: \$200,000

Explanation: The Local Comprehensive Plan (LCP) was last updated in 2011. The LCP is written to be consistent with the Cape Cod Commission Regional Policy Plan, which has recently been updated. The LCP is required to be updated every 5 years. The LCP also serves as the Master Plan for the Town pursuant to MGL c.41A, §81D "Such plan shall be a statement, through text, maps, illustrations or other forms of communication, that is designed to provide a basis for decision making regarding the long-term physical development of the municipality. The comprehensive plan shall be internally consistent in its policies, forecasts and standards, and shall include the following elements:" Growth and development Goals and policies statement; Land use plan; Housing; Economic development; Natural and cultural resources; Open space and recreation; Services and facilities; Transportation, and; Implementation program. The plan serves as a guide to future development and needs of Harwich and it also assists the Town with potential grant opportunities.

LIBRARY

FUND TECHNOLOGY HARDWARE AND SOFTWARE FOR BROOKS FREE
LIBRARY

ARTICLE 29: To see if the Town will vote to transfer from available funds the remaining balance of funds contained in the follow articles funded by Free Cash and Appropriation: Article 39 of 2011 Annual Town Meeting (\$1,037.09), Article 23 of 2014 Annual Town Meeting (\$13,459.46) and Article 10 of 2017 Annual Town Meeting (\$6,826). Said transfer of funds to be used for the purchase and replacement of technology equipment and software for the Brooks Free Library, and to act fully thereon. By request of the Library Trustees. Estimated cost: \$21,322.55

Explanation: The motion to approve this article will re-purpose the remaining balance of \$1,037.09 in Article 39 of the May 2011 Annual Town Meeting Parking Lot Lights and Reconfiguration, \$13,459.46 from Article 23 of the May 2014 Annual Town Meeting for Library Carpet Replacement, and \$6,826 from the \$110,000 designated for the Library generator in Article 10 of the May 2017 Annual Town Meeting for Facility Maintenance and Repair.

Source of Funds

\$1,037.09	Article 39 of the May 2011 ATM - Parking Lot Lights and Reconfiguration
\$13,459.46	Article 23 of the May 2014 ATM – Library Carpet Replacement.
\$6,826.00	Article 10 of the May 2017 ATM for Facility Maintenance and Repair (funds remaining of the \$110,000 designated for Library generator)
<u>\$21,322.55</u>	

GOLF DEPARTMENT

LANDSCAPE RECLAMATION, MAJOR TREE REMOVAL

ARTICLE 30: To see if the Town will vote to raise and appropriate, transfer and/or borrow a sufficient sum of money from the Golf Improvement Fund to continue landscape reclamation and tree removal according to the FY20 Capital Plan, but not restricted to any other areas that the Golf Director and the Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost: \$35,000.

Explanation: this is the next phase of tree removal specific to the “front side”, holes 1-9. Removal of growth that restricts both air and light enhances the playability of these fairways as recognized by consultation with the USGA, and with the endorsement of the Golf Committee, the Director, and the Superintendent of the Green.

BUNKER RENOVATION AT CRANBERRY VALLEY GOLF COURSE

ARTICLE 31: To see if the Town will vote to raise and appropriate, transfer and/or borrow a sufficient sum of money from the Golf Improvement Fund to rebuild and renovate hazard features according to the FY20 Capital plan at Cranberry Valley Golf Course commonly referred to as “Bunkers”, but not be restricted to any other areas that the Golf Director or Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost \$75, 000

Explanation: This type of hazard has a useful life of up to five years. It is imperative to renew and rebuild these important features of our golf operation periodically to insure the maximum playability of the golf course.

CEMETERY

AMENDMENTS TO CEMETERY RULES AND REGULATIONS CEMETERY RULES AND REGULATIONS

ARTICLE 32: To see if the Town will vote to approve the revised Cemetery Department Rules and Regulations as submitted by the Harwich Cemetery Commission, and to act fully thereon. (Changes are in **BOLD UNDERLINED** to be added and **STRIKEOUTS** to be ~~DELETED~~)

Harwich Cemetery Commission Rules and Regulations of Harwich Cemeteries

I. Rules

1. Town Cemeteries are open daily from dawn to dusk.
2. No vehicle shall be operated in any part of the cemeteries and at speeds no faster than 10 MPH. Violators will be subject to a speeding fine.
3. Recreational motorcycling, roller skating, skateboarding, and/or any other types of similar recreational sports are prohibited. The Town is not liable for any injuries sustained by any person participating in a recreational activity within Cemetery property. Any activity that encroaches on individual lots or graves is prohibited.
4. Any person disturbing the quiet and/or order of the grounds by loud noise, speeding, or other improper or disorderly conduct, or who shall violate any of these rules, will be removed from the grounds and such person will be dealt with as provided by law. The entrance of any intoxicated person is prohibited.
5. No person shall remove, cut, break or mark any tree or shrub; or mark upon, deface, or injure any monument or structure on the grounds.
6. Gravestone repairs or rubbings require prior authorization of the Cemetery Commission or its designated agent. A copy of the Association for Gravestones Studies *Gravestone Rubbings Do's and Don'ts* will be provided.
7. Firearms shall not be discharged in the cemeteries, except for salutes at military funerals, Memorial Day, or Veterans Day.

II. Interments

1. Burial lots in the cemeteries shall be used for no other purpose than a place for the interment of the human dead including cremation remains.
2. No interment shall be made until the Cemetery Administrator or designee has been furnished with a burial permit and/or cremation certificate as required by law, together with a written order/interment form from the legal owner, or the legal representative of the right of burial in the lot in which interment is to be made. No grave shall be opened for interment or removal unless authorized by the Cemetery Commission and the area has been flagged by Cemetery personnel.
3. All interments shall be enclosed in a cement vault except. Infants shall require an approved container. Cremations shall require an urn or other permanent approved container.

4. Lot usage: In lots (4' x 10') one full burial and one cremation or four cremations. In cremation lots (4' x 3') two cremations.
5. Single Cremation in Harwich Center Cemetery. Lot usage is for one cremated remain for interment in this section (interment rights are from Plan of Land in Harwich (Center) "Proposed Cremation Section" map prepared by Harwich Engineering Department file # 1529-00.

III. Cemetery Lots

1. Cemetery personnel shall furnish, to those who desire to purchase rights of burial in lots or graves, information relative to the cost of the same and the conditions upon which interments may be made. The owners of rights of burial, or their heirs, shall not sell the said exclusive right of burial other than to the Town of Harwich, as provided for under MGL Ch.114. Compensation will be no greater than the original purchase price.
2. Assignment of right of burial shall be arranged by first contacting the Cemetery Administrator. An assignment form needs to be completed, notarized and submitted to the Cemetery Administrator in order to ensure accurate recording of all assignments.
3. Upon the death of the title owner, a lot passes to heirs-at-law (MGL.Ch.114, s.29) unless specifically devised by will or trust (subject to Ch. 190, sec.3).
6. A full burial lot (minimum 4'x10') containing recorded remains, may, also, accommodate one cremation burial, provided the cremation remains be that of an heir-at-law or family member of the prior interred remains and be so certified and approved by the Commission.
7. Burial lots for the interment of any indigent resident Veteran are provided at no cost and are set aside for burials of Veterans residing in the Town at the time of their entry into service and /or at the time of their death verified by the Veterans Agent and subject to the approval of the Cemetery Commission.
8. Single grave space may be made available to the resident parents and without charge for the indigent, stillborn or very young infant within the Town at the time of death.
9. All work performed on graves or lots by the owners, or by their order, shall be performed only with prior authorization of Cemetery personnel in order to preserve as much as possible the natural appearance of cemeteries.
10. Maintenance of all plantings and maintenance and removal of all plantings and holiday arrangement placed by a lot owner, or designee, is the responsibility of the lot owner, and the Cemetery Commission reserves the right to remove any planting that becomes unsightly. The Town of Harwich is not liable for items left at a grave, or damage to flowers, flags, containers, or monuments due to weather, vandalism, theft, or maintenance procedures. **All Christmas decorations must be removed by January 31st anything left on the grave will be removed by the cemetery personnel.**
11. **Items left at or on the lots after burial will be removed after one week.**
12. **The Above Rules will be strictly enforced.**
13. Annual/perennial flowers must be planted at the base of a monument/marker, so as to not interfere with maintenance department procedures.

14. Fences, borders, curbing, hedges, trees, rampant-growing plantings and crushed stone are prohibited. No signs or lettered wooden boards of any kind are permitted on a gravesite, unless prior approval by Cemetery Commission. Any bench or structure needs prior approval by Cemetery Commission before installation.
15. Masons, stonecutters and all workmen shall at all times be under the control of Cemetery Commission and must carry off all rubbish and restore roads, avenues and paths, damaged by their operations. The Town of Harwich will not be responsible for any errors made by any improper inscription on any memorial.
16. The Town reserves the right to correct any errors made in the description, transfer or conveyance of any interment rights or property, either by canceling such conveyance and substituting and conveying in lieu thereof interment property or burial rights of equal value and similar location may be selected by Cemetery Commission.

IV. Markers, Headstones, Monuments

1. SINGLE LOT – 30”width (left to right) x 16” (front to back) and/or two flush markers.
2. CREMATION LOT
 - a. Cremation Lot (4’ x 3’) maximum of 2 flush markers measuring 2’ x 1’ per marker or 1 marker not to exceed 2’ x 2’.
 - b. Harwich Center Cemetery Cremation Lot (size) one flush marker measuring 8” x 6” with 6” x 4” bronze plaque.
3. MULTIPLE LOTS – Marker is not to exceed 50% of the width of lot with a base depth of 18” maximum and height of 48”.
4. IN EXISTING CEMETERIES – Where family lots have been established, those families will be allowed to add memorials to duplicate the existing markers or headstones.
5. No markers, headstones, monuments, curbing or other structure will be permitted to be erected in the cemeteries without a sufficient foundation. All markers, headstones, monuments and other structures shall be made of granite, marble, slate, or other approved marker. All monuments are to be centered at the head of lot or centered at the mid-line.
6. A marble or granite bench will be allowed on a lot as the *only* permanent, central, inscribed, memorial; therefore both a monument and a bench are not permitted.
7. The Cemetery Administrator is required to have written notification prior to any foundation work/memorials placement, with all information outlined and submitted on a Cemetery Department Monument Permit Order. Prior to the initiation of any monument work, the lot must be marked/flagged by Cemetery Department personnel. Monuments are required to be set in such manner that they will not conflict with the alignment of neighboring monuments.
8. Monuments and other structures that are not in compliance are subject to removal without notice.

V. Administration

Under the administrative direction of the Town Administrator and the policy direction of the Cemetery Commissioners, the Cemetery Administrator shall have

overall responsibility for the proper administration of Town Cemeteries in accordance with these rules and regulations and applicable Federal and State laws. The Town of Harwich Home Rule Charter and MGL Ch. 114 establish the Cemetery Commission and the appointment of members. Duties of the Cemetery Commissioners are proscribed under MGL Ch. 114 S23 and the Town of Harwich Home Rule Charter, S 7-15-2.

VI. Active Cemeteries (*Burial space available*)

Evergreen Cemetery, 1403 Orleans Road and 40 Cemetery Road, East Harwich
Island Pond Cemetery, 15 Island Pond Road, Harwich Center
Mount Pleasant Cemetery, 95 South Street, Harwich Port
Kelley Cemetery, 18 Old Brewster Road, North Harwich
South Harwich Cemetery, 270 Chatham Road, South Harwich
Pine Grove Cemetery, 32 Pine Grove Road, West Harwich
North Harwich Cemetery, 610 Depot Street & Main Street Ext., North Harwich
~~Harwich Center Cemetery, 686 Main Street, AKA Congregational Church Yard Cemetery~~

VII. Inactive Cemeteries (*No burial lots available for sale*)

Bank Street Burial Ground, Bank Street, near Long Road
Baptist Church Cemetery, Depot Street & 62 Route 28, West Harwich
Herring River, West Harwich, Herring River, West Harwich
Hawks Nest Cemetery, corner of Spruce and Walker Roads, East Harwich
Lothrop Cemetery, Off Lothrop Ave, West Harwich
Methodist Church Cemetery, corner Queen Anne Rd. & 15 Church Street, East Harwich
Old Methodist Cemetery, AKA Eldredge Cemetery Queen Anne Rd., East Harwich
Old Smith Cemetery, Bells Neck Road, West Harwich
Ryder Cemetery, Route 39 near water tower, Harwich
Cemetery office is located @ ~~273 Queen Anne Road~~ 100 Oak Street, mail received at Town Hall, 732 Main Street. Office phone 508-430-7549 Fax 508-430-7598

Explanation: The Harwich Center Cemetery AKA Congregation Church Yard Cemetery per Land Court Decision is not owned by the Town and will need to be removed from the Active Cemeteries list. Cemetery Office is located at the Community Center 100 Oak Street.

CEMETERY ARBORETUM PROJECT – MAPPING AND SOFTWARE

ARTICLE 33: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to fund the Arboretum project at the cemetery for the mapping and purchase of software. To be funded by the Cemetery Lot Sales Revolving Fund, and to act fully thereon. By request of the Cemetery Administrator and the Cemetery Commission. Estimated cost: \$30,110.

MISCELLANEOUS

SOLAR PHOTOVOLTAIC ENERGY SYSTEMS

ARTICLE 34: To see if the Town will authorize the Board of Selectmen to enter into long-term leases, licenses, agreements, or other contractual agreements on behalf of the Town, subject to such terms and conditions as the Board of Selectmen shall deem to be in the best interest of the Town, for all or part of any of the following Town-owned properties including:

- “As of Right” Site on Queen Anne Road (next to the existing solar field)
- Cranberry Valley Golf Course (grounds and cart barn)
- DPW Maintenance Building on Queen Anne Road
- Community Center on Oak Street parking canopies
- Public Safety Building ground mount on Sisson Road

for the purposes of developing, sponsoring, administering, installing, operating, and maintaining solar photovoltaic energy systems and supplying solar energy, and further to authorize the Board of Selectmen and Town Administrator to take such actions as may be necessary under Massachusetts law to effectuate said agreements; and to act fully thereon. By Request of the Board of Selectmen.

Explanation: Town is participating CVEC PUI Storage Initiative Round 4 with these sites under consideration.

AMENDMENT TO THE “AGREEMENT BETWEEN THE TOWNS OF CHATHAM
AND HARWICH WITH RESPECT TO THE FORMATION OF A REGIONAL
SCHOOL DISTRICT

ARTICLE 35: To see if the Town will vote to authorize the Board of Selectmen to execute an amendment to the “Agreement between the Towns of Chatham and Harwich with Respect to the Formation of a Regional School District” as available at the Town Clerks Office of each respective town, and to act fully thereon. By Request of the Board of Selectmen and Monomoy Regional School District.

Explanation: The Monomoy Regional School District Agreement calls for a review of the document after five years. This review has been completed and amendments are recommended. Most of the revisions include elimination of the transition elements contained in the original agreement and an updating of language to include the Monomoy name. Based on feedback from the community and Select Boards, the Assignment of Schools language makes no change to the current regional agreement wording about assignment to elementary schools. Both towns retain their elementary schools with their town’s children attending elementary school in the town of their residence. The Capital Expenditure and Borrowing costs shares have been updated to reflect the cost sharing of the operating budget. The amendment must be approved by both Harwich and Chatham respective Board of Selectmen and Town Meeting before becoming effective.

M.G.L./CHARTER /BY-LAW AMENDMENTS

**AMEND THE TOWN OF HARWICH - CHARTER TO THE WATER COMMISSION
TO WATER/WASTEWATER COMMISSION**

ARTICLE 36: To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend Chapters 6 and 10 of the Town Charter, which amendment will be subject to approval by the voters at the 2020 Annual Town Election, as set forth below, with strikethrough text to be deleted and bold text to be inserted:

1. Amend Chapter 6, subsection 6-1-1, General Provisions, as follows:

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, members of the Monomoy regional school district committee, a water **and wastewater** commission, a board of library trustees, and a housing authority.

2. Amend Chapter 6, Section 6, Water Commission, as follows:

Section 6. Water and Wastewater Commission

6-6-1 A water **and wastewater** commission of ~~3~~ **5** members shall be elected for 3-year overlapping terms.

6-6-2 The water **and wastewater** commission shall possess and exercise all powers given to ~~this~~ **the** board of **water commissioners** under chapter 165 of the acts of 1935, **and boards of sewer commissioners under chapter 83 of the General Laws. The water and wastewater commission shall be responsible for the administration, maintenance and operation of the water and sewer systems and facilities.**

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

6-6-4 **Notwithstanding any other provision of this section to the contrary, the board of selectmen shall be responsible for the design and construction of the town sewer systems and for implementation of the comprehensive wastewater management plan.**

3. Amend Chapter 10, Additional Provisions, by inserting the following new section:

Section 4. Water and Wastewater Commission Transition

10-4-1 The vote of the May 6, 2019 Annual Town Meeting to amend Section 6 of the Town Charter shall take effect upon approval by the voters at the 2020 Annual Town Election ("amendment").

10-4-2 As of the effective date of the amendment, the water commission shall have the additional powers, duties and responsibilities of a sewer commission under the general laws, except as otherwise specified in the amendment. No contracts or liabilities in force on the effective date of the amendment shall be affected by the expansion of the powers and duties of the water commission, and the newly established water and wastewater commission shall in all respects be the lawful successor of the water commission. All records, property and equipment whatsoever of the water commission shall be assigned to the water and wastewater commission, and any appropriation for the operations of such water commission and water system, and for the sewer system, shall be available for expenditure by the water and wastewater commission consistent with the purposes for which such funds were appropriated.

10-4-3 Any incumbent elected water commissioner shall serve as a member of the water and wastewater commission for a period equivalent to the remainder of their elected term, and shall be entitled to have the words “candidate for re-election” appear next to their name on the ballot if they choose to run for election to the water and wastewater commission while serving in that capacity. At the first annual town election held after the effective date of this Charter amendment, two additional offices of water and wastewater commissioner shall be included on the election warrant, one for a two-year term and one for a three-year term; provided, however, that until said election, the water and wastewater commission shall be deemed to consist of three members.

And to act fully thereon. By request of the Board of Selectmen and Water Commissioners.

CHARTER AMENDMENTS – CAPITAL OUTLAY COMMITTEE

ARTICLE 37: To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend Chapter 9, Sections 5 and 6 of the Town Charter, which amendment will be subject to approval by the voters at the 2020 Annual Town Election, as set forth below, with strikethrough text to be deleted and bold text to be inserted:

CHAPTER 9. FINANCIAL PROVISIONS AND PROCEDURES

Section 5. Capital Outlay Committee

9-5-1 A capital outlay committee of 7 members shall be appointed for 3-year overlapping terms. Two members shall be appointed by the finance committee, 2 members shall be appointed by the board of selectmen, 1 member shall be appointed by the planning board, and 2 members shall be appointed by the town administrator.

9-5-2 The capital outlay committee shall assist the town administrator in the development of the capital outlay plan *to be adopted and/or amended each year at the Annual Town Meeting; and may, at the request of the Town Administrator and/or the Board of*

Selectmen, assist the Town Administrator in the preparation of a Capital Outlay Budget.

Section 6. Capital Outlay Plan [Amended 5-23-2012 by Ch. 103 of the Acts of 2012] 9-6-1

The purpose of the 7-year capital outlay plan shall be to provide the town with a long-range forecast of the town's **major** capital improvement needs and to attempt to keep debt borrowing levels as even as possible from year to year.

9-6-2 A "capital outlay" shall mean the acquisition, construction or renovation of buildings, equipment or land having a total cost of ~~\$50,000~~ **\$100,000** during any budget year and planning funds for any such capital outlay **that may require a debt exclusion, a capital exclusion or a Proposition 2 1/2 override.**

9-6-3 The town administrator and the capital outlay committee shall submit a 7-year capital outlay plan to a joint public meeting of the board of selectmen and the finance committee during the month of December of each year.

9-6-4 The board of selectmen shall prepare articles to be included in the May annual town meeting warrant seeking adoption of the 7-year capital outlay plan and funding of the current year of the plan.

9-6-5 A simple majority vote of the town meeting shall be required to adopt the 7-year capital outlay plan as submitted. **Any amendment to a previously adopted Capital Plan shall require a two-thirds vote at the Annual Town Meeting.**

9-6-6 If any part of the current year of the plan receives funding support at the annual town meeting, but fails at any necessary debt exclusion, capital exclusion or proposition 2 1/2 override ballot votes, the unsupported portion shall be returned to the 7-year capital plan in year 1 of the next 7-year plan.

9-6-7 ***With the exception of petition articles,*** any article included in the annual or special town meeting warrant which requests a capital outlay as defined in section 9-6 2, ~~but which has not been recommended by the~~ **shall require approval of the** capital outlay committee, the board of selectmen and the finance committee **and all such proposed amendments shall require** a 2/3 majority vote of the town meeting, and to act fully thereon. By Request of the Board of Selectmen and the Bylaw Review Committee.

CHARTER AMENDMENTS – EX-OFFICIO MEMBER APPOINTMENTS

ARTICLE 38: To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend Chapter 7, Section 7 of the Town Charter, which amendment will be subject to approval by the voters at the 2020 Annual Town Election, by adding a new subsection 5 as set forth below, with strikethrough text to be deleted and bold text to be inserted:

7-1-5 Ex-Officio Appointments

In order to ensure that the terms of ex-officio appointees do not exceed the terms of their appointments by the sending official, board, commission or committee, all

such appointments shall run for one year or less to end on June 30th of the then current fiscal year. In the event of a resignation or inability to serve by an ex-officio appointee either from the sending entity or as ex-officio appointee, the term of the replacement shall expire in accordance with the term of the original appointee. Any ex-officio appointment made by a board, committee or commission under the jurisdiction of Board of Selectmen shall be subject to approval by vote of 3 or more members of the Board of Selectmen.

And further to amend Chapter 7, Section 2, Item 7-2-2 of the General Provisions, Item (b) to read:

Elect necessary officers including ex-officio appointments under the jurisdiction of the sending board, commission or committee.

and to act fully thereon. By Request of the Board of Selectmen and the Bylaw Review Committee.

COMMUNITY PRESERVATION

APPROPRIATE SUMS OF MONEY FROM THE FY20 ESTIMATED ANNUAL REVENUES OF THE COMMUNITY PRESERVATION ACT FUND

ARTICLE 39: To see if the Town will vote to appropriate the following sums of money from the FY 20 estimated annual revenues of the Harwich Community Preservation Act Fund as required by the G.L. Chapter 44B and Chapter 149, §298 of the Acts of 2004 as follows:

- A sum of money for the acquisition, creation and preservation of open space;
- A sum of money for the acquisition, preservation, restoration and rehabilitation of historic resources;
- A sum of money for the acquisition, creation, preservation and support of community housing; and
- A sum of money for the Community Preservation Act Fund FY 2018 Undesignated Fund Balance

and to act fully thereon. By request of the Board of Selectmen.

<u>Appropriation</u>	<u>FY 20</u>
Community Housing Reserve	\$168,411
Open Space Reserve	\$168,411
Historic Preservation Reserve	\$168,411

Explanation: To see if the town will reserve for future appropriations amounts from the FY 20 Community Preservation Act Fund estimated annual revenues for the purpose of acquisition, creation and preservation of open space and community housing, for the purpose of acquisition, preservation, restoration and rehabilitation of historic resources.

FUND LAND BANK DEBT SERVICE

ARTICLE 40: To see if the Town will vote to appropriate from the Community Preservation Act Funds – Undesignated Fund Balance, \$553,700, to fund the Debt Service on the outstanding Land Bank Debt. Any funds left unspent from this Article are to be returned to the Community Preservation Act funds – Undesignated Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Finance Director. Estimated Cost: \$553,700.

COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

ARTICLE 41: To see if the Town will vote to raise and appropriate, and/or transfer from the Community Preservation Act, a sufficient sum of money to fund the items in the table below consistent with their respective applications. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and further authorize the Community Preservation Committee to enter into an agreement with the Community Development Partnership, and to act fully thereon. By request of the Community Preservation Committee, Recreation Department, the Community Development Partnership, and the Bikeways Committee. Estimated Cost: \$72,450

	<u>Project</u>	<u>Purpose</u>	<u>Amount</u>	<u>Appropriation Source</u>
1	Community Development Partnership	Cape Housing Institute	\$7,500	Community Housing Reserve
2	Lifeguard Stands	Replace 11 Lifeguard Stands at Town Beaches	\$37,950	Undesignated Reserve
3	Depot Street North Crossing System	Installation of pedestrian warning lights on the bike trail	\$27,000	Undesignated Reserve
		TOTAL	\$72,450	

BROOKS ACADEMY MUSEUM

ARTICLE 42: To see if the Town will vote to raise and appropriate and/or transfer from the Community Preservation Act – Historic Preservation Reserve, a sufficient sum of money to fund first, a structural engineering study pertaining to the foundation of the building; second, to be used to make said foundation structurally sound; and third, once both of the above are completed, to be used to restore and preserve the outer shell of the building and/or protect the building from further damage due to water and dampness, including any appurtenant interior work. Any funds left unspent from the Article are to be returned to the Community Preservation Act Fund - Historic Preservation Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Brooks Academy Museum Commission. Estimated Cost: \$130,000

AFFORDABLE HOUSING TRUST

ARTICLE 43: To see if the Town will vote to appropriate from Community Preservation Act Funds – Community Housing Reserve, \$304,384.47 and \$35,615.53 from the Estimated FY 20 Community Housing Revenue for a total of \$340,000 to fund the Harwich Affordable Housing Trust to create and preserve affordable housing in the Town of Harwich in the amount of \$310,000, and to fund a part-time Housing Coordinator in the amount of \$30,000. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Community Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Board of Selectmen. Estimated Cost: \$340,000

SAND POND RESTROOM PROJECT

ARTICLE 44: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Estimated FY 20 Revenue, \$125,000 to replace current restroom facility at Sand Pond, Harwich. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$125,000

WHITEHOUSE FIELD IMPROVEMENT PROJECT

ARTICLE 45: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Estimated FY 20 Revenue, \$55,000 to replace the scoreboard at Whitehouse Field and to purchase and install safety netting and poles in front of spectator berms on first and third base lines. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$55,000

RED RIVER BEACH SHORELINE STABILIZATION PROJECT

ARTICLE 46: To see if the Town will vote to appropriate from Community Preservation Act Funds-Open Space Reserve in the amount of \$50,000 and from the Undesignated FY 20 Estimated Revenue \$50,000 to preserve and protect the Red River Beach Shoreline. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Open Space Reserve and Undesignated Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Conservation Commission. Estimated Cost: \$100,000

PRIVATE PETITIONS

DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY

ARTICLE 47: To see if the Town will vote to raise and appropriate and/or transfer from available funds the sum of \$20,000 to help defray the expenses of the Chase Library and the Harwich Port Library; said funds to be expended under the direction of the Chase Library and Harwich Port Library Trustees, and to act fully thereon. By Petition. Estimated cost: \$20,000

Explanation: Chase Library and Harwich Port Library are free, publicly supported libraries. Town funds have been appropriated either through the general budget or by articles since 1911 (Chase) and 1926 (Harwich Port). These funds are essential for continued operation and for the customary State reimbursements.

PROMOTE THE TOWN OF HARWICH

ARTICLE 48: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and cultural endeavors to advance economic development initiatives for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town, and to act fully thereon. By petition. Estimated cost: \$30,000

Explanation: For more than 60 years, Harwich Chamber of Commerce (HCC) has worked in the best interest of Harwich and for the people living in, working in and visiting the Town of Harwich. Since 1995, the citizens of Harwich, through the annual Town Meeting, have voted to fund warrant articles submitted by the Harwich Chamber of Commerce in support of its work promoting the community, providing needed informational services, and developing and advancing economic sustainability and development strategies. We are again requesting the Town's support for the Chamber's efforts in:

- (a) providing year-round informational services to residents, visitors, second homeowners, and businesses (over 78,000 visits to our Information Center in 2018)*
- (b) Support of the Chamber's efforts, in partnership with the Town of Harwich, to develop and implement economic development initiatives to benefit the Town as defined by objectives in the Town's Local Comprehensive Plan, and marketing Harwich's Cultural Districts; the simultaneous designation of both Harwich Port and Harwich Center in 2019.*
- (c) Promoting the Town of Harwich and its brand: The Warm Side of the Cape, thereby continuing to grow the vitality and economy in the community.*
- (a) Year-Round Information Services: Harwich's Information Center is open 52 weeks a year. Combining this valuable resource with the Chamber's internet/website portals, New*

explore boards located at Logan Airport, North and South Stations as well in many locations throughout Massachusetts, New England and Nationally and continued telephone and mail inquiries, Harwich Chamber annually provides more than 320,000 instances of contact with visitors, seasonal and year-round homeowners and residents, organizations and businesses. These connections offer the opportunity to market and promote the Town utilizing our new brand "The Warm Side of the Cape." By being available to meet the needs of our "customers" we are able to encourage patronage of our local amenities and businesses and to connect individuals and businesses with the appropriate Town offices and officials 12 months a year in a friendly, warm and upbeat fashion.

(b) **Promoting the Town of Harwich:** The Harwich Chamber continues to be the lead force in promoting the Town of Harwich. By utilizing a multi-faceted approach, HCC strives to position Harwich as a premier destination for local, regional, national and international individuals and families. The marketing strategies are aimed at encouraging residents, second homeowners (current and potential), and visitors to avail themselves of Harwich's recreational amenities, as well as for shopping, dining, vacations, day trips, events and festivals. The plan, which positions Harwich as a desired vacation destination and an outstanding place in which to live and work, includes:

1. The 2019 Harwich Magazine will celebrate our history and our future as well as continue to share our Arts and Culture, the Town's primary comprehensive printed and online publication for attracting visitors to Harwich, and a year round resource for our residents, second home-owners and businesses.
2. The HCC website's robust content complements the Magazine and links to a wide range of Town resources.
3. Ancillary printed and on-line pieces, including specialized maps (cranberry bogs, lodging locator, dining locator, beaches, bike trail) that target market segments and interests. As well as the new Cultural District maps for Harwich Port and Harwich Center.
4. Media placements in local, regional and national publications.

Special events and festivals are about more than attracting people to town to enjoyable experiences. They are about defining key elements of Harwich's brand and about parlaying those assets into support for our businesses, non-profit organizations, and the community. In 2017 the Harwich Chamber of Commerce in partnership with sponsorships from Harwich Chamber of Commerce members we brought back after a 10 year absence the much loved Fireworks as part of the Harwich Cranberry Festival and continues to grow today. In addition, Fall for Harwich provided the umbrella under which thousands of people were invited to participate in a wide array of more than 30 events, including the half-marathon road race, music festival, bog walks, concerts, teas, arts & crafts, our second sidewalk sale and more. Fall for Harwich and Christmas in Harwich also provide opportunities for our local non-profits to raise much needed funds and increase their visibility. In addition, the Chamber continues to actively engage in creating and implementing new events as well as expanding existing events. In 2018, the Chamber coordinated ten Port Summer Night Musical Strolls in Harwich Port, (traditionally every Wednesday in July & August in 2018 we added the last Wednesday in August and the first Wednesday in September as a thank you to our residents) several musical concerts that combined opportunities with restaurants and other businesses to increase meals, shopping

and a night out with a show. We look forward to continuing to expand these offerings in 2019.

Economic Development: HCC will continue to collaborate with the Town on economic development strategies and initiatives. Over this past year, HCC has worked tirelessly on behalf of the Town and its businesses and continues to do so with sponsoring gatherings with key partners at the state level bringing them into our town. The Chamber has also provided training, counsel and support to dozens of small businesses challenged to survive in the current economic climate, and has met with several individuals considering locating their business in Harwich.

HCC continues to strengthen its collaboration with other local chambers of commerce through the Local Cape Chambers Collaborative (LC3) and the Lower Cape Chambers group. Among the many activities currently underway are:

- With LC3 meeting with the Economic Development Council on regional economic development priorities, identified by local chambers in consultation with town officials
 - With LC3 continued advocacy on transportation issues, including real time information, bridge issues, issues relating to drug use, attracting more traffic to the Regional Airport and more.
 - With Lower Cape Chambers hosting the Annual Lower Cape Home & Garden Show this year again to be held at the Cape Cod Tech, trainings, inter-chamber networking (giving greater business-to-business opportunities)
 - Parking and Connectivity continue to explore opportunities for remote parking lots and transit service for harbors, beaches and other sites with high seasonal demand
- The Chamber is honored to partner with the Town on building a better community, but the Chamber relies on the Town's support to help achieve its goals. Without this support, the Chamber's marketing activities will be significantly reduced. We appreciate the past support of the Town of Harwich and request funding for these important, revenue-generating initiatives. Thank you for your consideration

SUPPLEMENT ANNUAL ALLOCATION OF MASS CULTURAL COUNCIL FOR LOCAL CULTURAL COUNCIL GRANTS

ARTICLE 49: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to supplement the Massachusetts Cultural Council annual allocation for community grant awards to artists, performers, and interpretive scientists who bring events and programs to local venues which enhance the cultural experience of Harwich citizens of all ages, and to act fully thereon. By request of the Harwich Cultural Council. Estimated Cost: \$3,600.

PLEASANT BAY RESOURCE MANAGEMENT PLAN UPDATE

ARTICLE 50: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow the sum of \$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, and to act fully thereon. By request of the Pleasant Bay Alliance. Estimated cost: \$26,170.

AMEND THE CODE OF THE TOWN OF HARWICH TO PROHIBIT THE
PROCUREMENT OR DISPENSING OF BEVERAGES IN PLASTIC CONTAINERS

ARTICLE 51: To see if the Town will vote to adopt the following as a General Bylaw and to insert it into the Cod of the Town of Harwich as Chapter 125, Article I, §125-1:

The procurement by the Town of Harwich of either water or any other beverage in plastic containers of any size is prohibited, and the dispensing of water or any beverage in plastic containers is prohibited on Town property, and to act fully thereon. By Petition.

Explanation: The by-law is a municipal by-law. It eliminates town procurement and distribution of plastic bottled beverages. It is not a commercial ban. We are taking the perspective that the town, being a government entity, has within its oversight the responsibility to protect human and environmental health, with the latter also having a relationship to human health. Arguably, plastic is a known human health issue based on the fact that it cannot biodegrade and will enter the human food chain. Further, plastic production relies on non-renewable resources and creates toxic emissions at the point of production, recycling and incineration-based waste disposal. Also, there is evidence that chemicals within plastic leach into the beverage within a bottle thereby presenting yet another entry point for adverse health consequences.

REFRAIN FROM USING TOWN FUNDS/RESOURCES TO ENFORCE FEDERAL
IMMIGRATION LAWS

ARTICLE 52: To see if the Town of Harwich will vote to request the Selectmen to authorize Town law enforcement and Town officials to refrain from using Town funds and/or other Town resources to enforce federal immigration laws to the extent permissible by law, including, but not limited to, 8 U.S.C. §1373 and 8 U.S.C. §1644, in keeping with current practices, unless presented with a criminal warrant, court order or other evidence of probable cause as required by the Fourth Amendment of the United States Constitution, and to act fully thereon. (Non-binding resolution) By Petition. No funding requested

Explanation: This article is a non-binding resolution that asks the Town of Harwich to affirm its current policy regarding immigration enforcement and its Police Mission Statement to provide "legitimate and equitable law enforcement with a strong focus on active community engagement and community service." When everyone feels free to approach police or other officials, including people concerned about their immigration status, then it is more likely that suspicious activity will be reported, that people will step forward as witnesses, that an abused woman will come for help, that people will call in an emergency. This approach has already been favored in several Cape Cod towns, and also by police chiefs throughout the country. Reports show that decreases in crime with this approach – just as multiple studies show that immigrants in general are less likely to

commit crimes than U.S. born persons. Those are facts. The Town of Harwich has a clear interest in unbiased community interactions and the Harwich Police Department is committed to the "health, well-being, and safety" of all town residents. This article will help in achieving these goals.

SUPPORT FOR LEGISLATION TO CHANGE STATE SEAL AND MOTTO

ARTICLE 53: To see if the Town will vote to support proposed legislation providing for the creation of a special commission to (1) investigate the features of the official seal and motto of the Commonwealth, and (2) ensure that they accurately reflect and embody the historic and contemporary commitments of the Commonwealth to peace, justice liberty and equality as well as basic respect for members of Native Nations residing in the Commonwealth, and to act fully thereon. By Petition

Explanation: *Resolution in Support of Changing the State Flag and Seal of Massachusetts: Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land; Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores; Whereas the naked Colonial broadsword brandished above the head of the Native man on the Massachusetts state Flag and Seal is copied from Myles Standish's own broadsword, borrowed from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884; Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Euro-Colonial encroachment; Whereas the proportions of the body of the Native man in the Flag and Seal were taken from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a colonist in Sudbury in 1665, and his features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts; Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675; their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands; the offering of 40 pounds sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half the amount for Native women and children; Whereas Native Nations within the boundaries of Massachusetts were kept in a state of serfdom, and their members legally considered incompetent wards of the state until the nonviolent action of the so-called Mashpee Rebellion of 1833 led to the granting of Native*

*self-rule by the Massachusetts legislature in 1834, as if the sovereign right of Native self-government was the Massachusetts legislature's to confer;
Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;
Whereas the 400th anniversary of the landing of the European Colonists at Plymouth Plantation, which gave rise to the long chain off genocidal wars and deliberate policies of cultural destruction against Native Nations of this continent, is approaching in the year 2020, affording every citizens of the Commonwealth a chance to reflect upon this history and come to a new awareness of a better relationship between the descendants of the Euro-Colonial immigrants and the Native Nations of these shores;
And whereas members of Native Nations have long suffered the many abuses of racism, the appropriation of their symbols for public schools and sports teams, the diminution and pollution of their ancestral lands and the encroachment of their cultural lifeways;
Therefore, we the voters of the Town of Harwich hereby adopt this resolution in support of HD.2968 and SD.1495, a Resolve providing for the creation of a Special Commission relative to the Seal and Motto of the Commonwealth, such commission to include members of the legislature and members of Native Nations residing in the Commonwealth. We believe that this effort is long overdue and is necessary to ensure respectful treatment of a people long denied the full experience of citizenship in the Commonwealth*

GENERAL BYLAW AMENDMENT. SINGLE USE PLASTIC STRAW BAN BYLAW

ARTICLE 54: To see if the Town will vote to amend the Harwich General Bylaw Chapter 122 Hazardous Materials as follows:

Article III Single-Use Plastic Straws

122-9. Single-Use Plastic Straw Ban

122-9-1. Intentions and Findings.

It has been found that:

- 1) Plastic straws are rarely recycled.
- 2) Harwich's proximity to bodies of salt and fresh water means that plastic straws that go uncollected by DPW have a high chance of ending up on the beaches or in the water.
- 3) Plastic straws take up to 200 years to degrade.
- 4) Accidental ingestion of plastics, including straws, kills and injures many animals.
- 5) The degrading of plastic straws releases chemicals toxic to wildlife and the environment.
- 6) The United States currently uses approximately 500 million straws per day.
- 7) There is a national movement to reduce and ban the use of plastic straws and reasonable affordable alternatives are available.

Because Harwich has a duty to protect the natural environment, and its preservation affects the economy and the health of its citizens, this amendment proposes to ban the sale or dispensing of single use plastic straws, including those made from polyethylene,

polypropylene, and polystyrene, by any food establishment, retail establishment, or public venue in the Town of Harwich.

122-9-2. Definitions

“Plastic straw” shall mean any single use plastic straw including but not limited to those made from polyethylene, polypropylene, and polystyrene.

“Food Establishment” shall mean any operation, including without limitation schools, farmers markets and other public venues, that stores, prepares, packages, serves, vends or otherwise provides food for human consumption. Any establishment requiring a permit to operate in accordance with the State Food Code, 105 CMR 590.000, et. seq., shall be considered a Food Establishment for the purposes of this bylaw.

“Retail Establishment” shall mean any commercial business facility that sells goods directly to consumers including but not limited to grocery stores, pharmacies, liquor stores, convenience stores, retail stores and vendors selling clothing, food, and personal items, dry cleaning services, theaters and all other food service establishments.

“Public Venues” shall mean operations including but not limited to meeting halls, churches, schools, Town buildings and offices.

122-9-3. Use Regulations

Plastic straws shall not be used, dispensed, or sold by any Food Establishments or any Retail Establishment within the Town of Harwich on or after January 1, 2020. Any stock remaining after that date shall be accepted for disposal free of charge, through January 31, 2020, at the Harwich Transfer Station.

122-9-4. Administration and Enforcement

This Bylaw may be enforced by any Town Police Officer or agent of the Board of Health through any lawful means in law or in equity, including but not limited to non-criminal disposition pursuant to MGL Chapter 40 Section 21D and Article VII General Section 37. Penalties And Enforcement of the Town’s General Bylaws. If non-criminal disposition is elected, then any Establishment which violates any provision of this Bylaw shall be subject to the following penalties:

First Offense: \$100 fine

Second Offense: \$200 fine

Third and Subsequent Offenses: \$300 fine for each offense

Offenses occurring within two years of the date of first reported offense will be considered as subsequent offenses. Each day or portion thereof shall constitute a separate offense, to do or act anything thereon.

The Board of Health, after a hearing conducted in accordance with the procedures set forth in 105 CMR 590.14 and 590.15, may suspend or revoke the food service permit for any establishment failing to comply with this Bylaw.

122-9-5. Severability

If any provision of this bylaw is declared invalid, or unenforceable, the other provisions shall not be affected thereby. Or take any other action relative there to. By Petition.

AMENDMENT TO THE HARWICH BOARD OF HEALTH REGULATIONS –
RESTRICT THE SALE OF FLAVORED TOBACCO

ARTICLE 55: To amend the Regulation of the Harwich Board of Health Restricting the Sale of Tobacco Products by adding the additional language:

C. Definitions:

Flavored Tobacco Product: Any tobacco product or component part thereof that contains a constituent that has or produces a characterizing flavor. A public statement, claim or indicia made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has or produces a characterizing flavor shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

N. Prohibition of the Sale of Flavored Tobacco Products [subsequent sections relettered]

The sale of flavored tobacco products is prohibited. No person shall sell or distribute or cause to be sold or distributed any flavored tobacco product.

and to act fully thereon. By Petition.

SELECTMEN AND FINANCE COMMITTEE PUBLIC RECORD OF VOTES

ARTICLE 56: To see if the Town will vote to require the individual voting records of Selectmen and Finance Committee members as recorded in the minutes of relevant meetings be included in the Warrant with any Article before Town Meeting for a vote at any Annual or Special Town Meeting, and to act fully thereon. Estimated cost: \$0.00. By Petition.

Explanation: Many voters do not follow any selectmen's meetings, or Finance Committee meetings. Many are not substantially informed about the pros and cons of an article until the requirement to vote is at hand. This proposal will establish an easily verifiable record for voters, and so should be of assistance at Town Meeting, when explanations may be required or a full sense of the Board of Selectmen needs to be understood. It will also serve as a readily available record for and about any individual seeking an appointment or reelection.

AMEND THE CODE OF THE TOWN OF HARWICH CHARTER TO UPDATE THE
NAME "SELECTMEN" TO "SELECT BOARD"

ARTICLE 57: To see if the Town will vote to propose the following amendment to the Harwich Home Rule Charter, to be approved by the voters at the next annual Town election as follows: (new text shown as underlined)

Amend Chapter 3, §1-1 as follows:

A board of selectmen of 5 members shall be elected at-large for 3-year overlapping terms. For purposes of this Charter, the Board of Selectmen shall be referred to as the Select Board.

And further, by deleting, in every other instance in which they appear, the words "Board of Selectmen" and inserting in their place, the words, "Select Board", and to act fully thereon. By Petition.

Explanation: To amend the charter to reflect that not only men are elected to the Board of Selectmen and to ensure that the Town is viewed as inclusive to all.

PET BURIAL GROUND

RESCIND ARTICLE 57 OF THE MAY 2016 ANNUAL TOWN MEETING
AUTHORIZING THE PET BURIAL GROUND

ARTICLE 58: To see if the Town will vote to rescind its previous action on Article 57 of the 2016 Annual Town Meeting and take the parcel of land containing 2.25 acres, more or less, located at 276 Queen Anne Road, shown on Assessors Map 69 as Parcel M1, and being a portion of the premise acquired by the Town pursuant to order of taking recorded with the Barnstable Registry of Deeds in Book 11666, Pages 103-105 from the jurisdiction of the Cemetery Commission and return such jurisdiction to the Board of Selectmen for the care, custody, management and control of said property, and to act fully thereon. By Petition.

Explanation: 1. The Cemetery Commissioners do not have the jurisdiction to solicit or evaluate alternative proposals for this valuable parcel of land, therefore, the best interests of the taxpayers cannot be assured under their purview. The Town Selectmen have such jurisdiction and it's within their purview to maximize and protect taxpayer interests.
2. The proposal for using this land as a pet burial ground relies on a significant but unspecified portion of its revenue coming from residents of other towns, as well as unknown levels of "donations." Any shortfalls from these unspecified revenue sources will result in Harwich taxpayers having to foot larger shares of the burden in effect providing potentially higher and higher levels of subsidy into the future. Accordingly, this taxpayer petition requests that the jurisdiction of this land be returned to the Town Selectmen.

ESTABLISH ANNUAL REVOLVING FUND FOR THE PET BURIAL GROUND

ARTICLE 59: To see if the Town will vote to amend the Departmental Revolving Funds By-law by adding a new revolving fund to be known as the Harwich Pet Memorial Gardens & Walking Park Fund, as set forth below:

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>
Harwich Pet Memorial Gardens & Walking Park Fund	Cemetery Administrator, Cemetery Commission	Revenue received from the sale of pet burial lots and fees	Maintenance, improvements, care and support of pet burial ground to the pet burial ground

Or to act fully thereon. By request of the Cemetery Commission.

COMPLETE THE CONSTRUCTION OF THE PET BURIAL GROUNDS

ARTICLE 60: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money to fund the completion of the pet burial grounds, \$60,720 and to reimburse the operating budget \$70,280 for the initial cost of preparing and improving the burial grounds. Funds contained within this appropriation are to come from the sale of pet burial lots, and to act fully thereon. By request of the Cemetery Administrator and the Cemetery Commission. Estimated cost: \$129,196.

LAND MATTERS

APPROVE EASEMENT FOR VERIZON AND EVERSOURCE ENERGY AT 1464 ORLEANS-HARWICH ROAD (RTE. 39) AT FIRE STATION 2

ARTICLE 61: To see if the Town will vote to authorize the Board of Selectmen to grant to Verizon New England Inc. and NStar Electric Company d/b/a Eversource Energy perpetual rights and easements for telephone and electric services to be installed on (1) parcel of land at 1464 Orleans Road (Rt. 39). This parcel is identified on Assessor's Map 87, Parcel J1, being the site of the new Fire Station 2, on such terms and conditions and for such consideration as the Selectmen may determine, which may be nominal consideration, and to act fully thereon. By request of the Board of Selectmen.

HARWICH AFFORDABLE HOUSING TRUST – LIST OF TOWN PROPERTIES TO DESIGNATE AS AFFORDABLE

ARTICLE 62: To see if the Town will vote to transfer the care, custody and control of the parcels of land described below from the tax custodian, the Board of Selectmen or other board or officer having custody thereof for tax title, affordable housing or other purposes

for which such parcels are currently held to the Harwich Affordable Housing Trust for affordable housing purposes including the purpose of conveyance, and to authorize the execution of any deeds and other documents as may be necessary or appropriate to accomplish the foregoing, which parcels of land are described more particularly as follows:

- (a) Two parcels of land located on Oak Street, one identified on Assessors Map 61 as Parcel B1-A (containing 1.58 acres, more or less) and the other on Assessors Map 61 as Parcel B1-B (containing 1.32 acres, more or less), shown on a plan recorded with the Barnstable Registry of Deeds in Plan Book 337, Page 62, and being the premises described in a deed recorded in Book 6233, Page 206;
- (b) The parcel of land located on Depot Street, identified on Assessor's Map 56 as Parcel P12 (containing one acre, more or less), and being a portion of the premises described in Book 652, Page 71 and being the premises described in Foreclosure in Tax Lien Case in Book 21728, Page 319;
- (c) The following parcels of land located on or near: 0 Depot Street, identified on Assessors Map 63 as Parcel J1 (containing 1.41 acres, more or less), and being the premises described in a deed in Book 8241, Page 226; 0 Orleans Road, identified on Assessors Map 63 as Parcel J2 (containing 4.59 acres, more or less) and being the premises described in Book 8241, Page 230; 0 Depot Road, shown on Assessors Map 63 as Parcel J3 (containing 17.35 acres, more or less) and being the premises described in Book 8241, Page 234; 0 Middle Road, identified on Assessor Map 63 as Parcel J4 (containing 2.7 acres, more or less) and being the premises described in Book 8241, Page 238; 0 Depot Road, identified on Assessor's Map 63 as Parcel J6 (containing 2.06 acres, more or less) and described in Book 8241, Page 242, all as shown on a plan recorded in Plan Book 491, Page 4;
- (d) A parcel of land located at 728 Main Street, identified on Assessor's Map 41 as Parcel B8 (containing 1.38 acres, more or less), and being the premises described in Book 1368, Page 738 and Book 9770, Page 17; and
- (e) A parcel of land located at 265 Sisson Road, identified on Assessor's Map 40 as Parcel Z5 (containing 1.11 acres, more or less), and being the premises described in Book 9770, Page 13.

and to act fully thereon. By request of the Board of Selectmen.

Explanation: The newly founded Affordable Housing Trust will use these properties to create housing for qualified persons. The Trust will explore the ability to develop each for affordable housing over the next few years. The Board of Selectmen does have the ability to transfer some such as Willow Street under previous Town Meeting Action.

REVOLVING/STABILIZATION/OPEB FUNDS

AMEND THE CODE OF HARWICH GENERAL BY-LAWS – CHAPTER 8 DEPARTMENTAL REVOLVING FUNDS § 8-1. FUNDS ESTABLISHED.

ARTICLE 63: To see if the Town will vote to amend the Departmental Revolving Funds By-law as set forth below: by amending the revenue sources for the following Revolving

Funds: Golf Pro Shop and Restaurant Lease to include the lease revenue for the Restaurant located at the Clubhouse, for the Golf Infrastructure fund to include a portion of membership fees and for the Community Center to decrease receipts from weight room members to 75%. To amend the uses of the Cemetery Revolving fund to revert back to the original narrative of ATM 2010 Article 51, approved on May 3, 2010 to include maintenance, care and support of town cemetery properties, and by inserting the following Revolving Funds: Middle School, Sidewalks and Tax Title previously approved at various Annual Town Meetings; and to act fully thereon. By request of the Finance Director, Golf Committee and Cemetery Commission.

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>
Golf Pro Shop and Restaurant Lease Revenue	Director, Golf Committee & ATA	Golf Lessons, Pro Shop Sales and Restaurant Lease Revenue	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor
Golf Infrastructure Fund	Director, Golf Committee	Surcharge on all green fees and cart fees as well as a portion of golf membership fees.	CVGC Infrastructure including Club House facilities, maintenance facilities
Cemetery	Administrator & Cemetery Commission	90% of Lot Sales, 100% of all Cemetery Services and Fees	Maintenance, care and support of town cemetery properties
Community Center	Director & Facilities Committee	75 % of the fees from use of the weight room	Weight Room Equipment (and repair)
Middle School Cultural Center	Community Center Director and Facilities Manager	Funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room (s) use and rental	Funding restorations, maintenance, care and support
Sidewalks	Town Planner and Planning Board	Sidewalk improvements including consulting services and construction	Monies generated from receipts paid to the Town in lieu of sidewalks required to be installed in new subdivisions
Tax Title Collection	Treasurer/Collector	Fees collected for certain costs, charges, and fees incurred by the Treasurer/Collector and collected upon redemption of tax titles or sales of real property acquired through foreclosures of tax titles	To offset expenses incurred in connection with tax takings or tax title foreclosures

Explanation: The golf department would like to establish additional funding to support necessary kitchen renovations, upgrades and modernization of equipment of the restaurant facility located at the Cranberry Golf Course Clubhouse. Allocating the amounts received for the lease of the restaurant will help to support this initiative. The golf department would also like to establish a portion of membership fees to support the ongoing

infrastructure needs of the golf course.

According to ATM 2010, Article 51 approved on May 3, 2010 the cemetery revolving fund was established to support the maintenance and care of town cemeteries, when the by-law was established the use of the fund was reduced to the maintenance only of cemeteries thereby limiting the uses of the fund, this amendment strives to revert the use of the funds back to the original intention. The Municipal Modernization Act requires Revolving funds to be established by by-law or ordinance, the Middle School Revolving Fund was established by vote of ATM 17 Article #46, the Sidewalk Revolving Fund was established by vote of ATM 17 Article #47 and the Tax Title Revolving Fund was established by vote of ATM 18 Article #65.

**RESCIND THE ESTABLISHMENT OF THE CAPITAL INFRASTRUCTURE
REVITALIZATION FUND AT CRANBERRY VALLEY GOLF COURSE**

ARTICLE 64: To see if the Town will vote to rescind the establishment of a Capital Infrastructure Revitalization Fund at Cranberry Valley Golf Course which was established pursuant to the provisions of Massachusetts General Laws Chapter 40 5F originally established by vote at the Annual Town Meeting 2016 by Article 15; and to act fully thereon. By request of the Finance Director

Explanation: The Capital Infrastructure Revitalization Fund was subsequently established as a revolving fund by vote at the Annual Town Meeting 2017 Article 48 therefore this fund is no longer necessary.

**RESCIND THE AUTHORIZATION FOR THE GOLF RESTAURANT LEASE 53D
REVOLVING ACCOUNT AND TRANSFER THE BALANCE INTO THE PRO SHOP
REVOLVING ACCOUNT**

ARTICLE 65: To see if the Town will vote to rescind Article 49 of the 2010 Annual Town Meeting and to transfer the unexpended balance in said account into the Golf Pro Shop Lease Revenue Revolving Account; and to act fully thereon. By request of the Finance Director

Explanation: Article 49 of the 2010 Annual Town Meeting referenced MGL Chapter 44, Section 53D and should have referenced MGL Chapter 44, Section 53E ½. This rescission corrects the oversight, the additional source of funding for the Golf Pro Shop and Restaurant Lease Revenue is authorized through the Revolving By-law.

DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION

ARTICLE 66: To see if the Town will vote to set spending limits for various revolving funds that have been authorized pursuant to Section 8.1 of the Town Code; and to act fully thereon. By request of the Finance Director.

<u>Revolving Fund</u>	<u>FY 20 Spending Limit</u>	<u>Disposition of FY19 Fund balance</u>
Golf Pro Shop and Restaurant Lease Revenue	\$250,000	Available for expenditure
Golf Infrastructure fund	\$100,000	Available for expenditure
Council on Aging	\$125,000	Available for expenditure
Cemetery	\$100,000	Available for expenditure
Community Center	\$100,000	Available for expenditure
Recreation	\$125,000	Available for expenditure
Albro House	\$10,000	Available for expenditure
ADA	\$2,500	Available for expenditure
Wetlands	\$6,000	Available for expenditure
Middle School Cultural Center	\$100,000	Available for expenditure
Sidewalks	\$50,000	Available for expenditure
Tax Title Collection	\$36,000	Available for expenditure
Pet Burial Ground	\$140,000	Available for expenditure

STABILIZATION FUND

ARTICLE 67: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to be added to the Stabilization Fund, and to act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$384,000.

OPEB TRUST FUND

ARTICLE 68: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to be added to the OPEB Trust Fund, and to act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$500,000

FUND PRIOR YEAR'S UNPAID BILLS

ARTICLE 69: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to pay unpaid bills of prior years as provided for in M.G.L. Ch. 44, Section 64, and to act fully thereon. By request of the Finance Director. Estimated cost: \$1,000

Explanation:

Water Department \$90.70

MA Frazier Inc. \$128.00

Duffy Health Center \$250.00

Monomoy Regional School District \$401.65 (to be funded from School Trust Funds)

CUSTOMARY

HERRING FISHERIES

ARTICLE 70: To see what action the Town will take in regard to the Herring Fisheries and to act fully thereon. Customary Article.

DRAFT

TOWN OPERATION BUDGET 2020		Actual FY2017	Actual FY2018	Voted Budget FY2019	Town Meeting Budget FY2020	PCT CHANGE
1	MODERATOR S&W	-	-	1,000	1,000	0.0%
2	SELECTMEN S&W	7,500	7,500	12,000	12,500	4.2%
3	SELECTMEN - EXP	6,303	7,077	8,575	8,575	0.0%
4	Sub-Total	13,803	14,577	20,575	21,075	2.4%
5	FINANCE COMMITTEE S&W	2,239	745	4,000	4,000	0.0%
6	FINANCE COMMITTEE - EXP	221	809	500	1,000	100.0%
7	Sub-Total	2,460	1,554	4,500	5,000	11.1%
8	FINANCE COMMITTEE RESERVE FUND	-	-	125,000	125,000	0.0%
9	TOWN ACCOUNTANT - SAL	216,511	233,658	250,386	254,601	1.7%
10	TOWN ACCOUNTANT - EXP	2,919	3,626	3,600	10,875	202.1%
11	AUDIT - EXP	41,000	37,900	44,500	40,000	-10.1%
12	Sub-Total	260,430	275,183	298,486	305,476	2.3%
13	ASSESSORS - S&W	172,706	153,113	196,212	215,571	9.9%
14	ASSESSORS - EXP	71,150	68,266	107,390	107,780	0.4%
15	Sub-Total	243,856	221,379	303,602	323,351	6.5%
16	TOWN COLLECTIONS - S&W	12,140	12,476	15,500	16,000	3.2%
17	TOWN COLLECTIONS - EXP	4,700	3,154	3,760	3,800	1.1%
18	Sub-Total	16,840	15,631	19,260	19,800	2.8%
19	POSTAGE	52,104	46,452	55,000	55,000	0.0%
20	Sub-Total	52,104	46,452	55,000	55,000	0.0%
21	TREASURER - S&W	227,049	234,025	256,196	281,585	9.9%
22	TREASURER - EXP	81,993	102,106	103,250	106,974	3.6%
23	Sub-Total	309,042	336,131	359,446	388,559	8.1%
24	VACATION & SICK LEAVE BUY BACK			47,590	70,932	49.1%
25	MEDICARE	202,561	217,264	217,004	221,042	1.9%
26	ADMINISTRATION - S&W	409,417	418,242	449,807	454,908	1.1%
27	ADMINISTRATION - EXP	113,789	75,450	89,312	81,879	-8.3%
28	ADMINISTRATION - CAP OUTLAY	3,416	4,958	5,500	5,500	0.0%
29	UNION CONTRACTS	5,000	5,000	-	-	-
30	Sub-Total	531,623	503,651	544,619	542,287	-0.4%
31	LEGAL SERVICES - EXP	204,738	159,374	170,000	185,000	8.8%
32	CLAIMS & SUITS	-	-	500	500	0.0%
33	Sub-Total	204,738	159,374	170,500	185,500	8.8%
34	INFORMATION TECHNOLOGY - S&W	97,501	99,800	101,790	178,233	75.1%
35	INFORMATION TECHNOLOGY - EXP	176,207	211,708	276,362	274,682	-0.6%
36	Sub-Total	273,709	311,507	378,152	452,915	19.8%
38	IT CHANNEL 18 - S&W	98,307	106,300	125,450	137,114	9.3%
39	IT CHANNEL 18 - EXP	18,673	24,790	31,000	31,480	1.5%
40	Sub-Total	116,979	131,091	156,450	168,594	7.8%
41	CONSTABLE S & W	250	356	708	708	0.0%

TOWN OPERATION BUDGET 2020		Actual FY2017	Actual FY2018	Voted Budget FY2019	Town Meeting Budget FY2020	PCT CHANGE
42	TOWN CLERK - S&W	213,478	202,280	230,930	253,418	9.7%
43	TOWN CLERK - EXP	48,008	30,684	41,322	37,368	-9.6%
44	Sub-Total	261,486	232,964	272,252	290,786	6.8%
45	CONSERVATION - S&W	81,732	111,527	136,070	154,865	13.8%
46	CONSERVATION - EXP	5,957	6,673	9,941	9,185	-7.6%
47	Sub-Total	87,689	118,200	146,011	164,050	12.4%
48	TOWN PLANNER - S&W	57,331	69,515	87,324	93,443	7.0%
49	TOWN PLANNER - EXP	2,279	1,928	4,531	4,531	0.0%
50	Sub-Total	59,610	71,443	91,855	97,974	6.7%
51	BOARD OF APPEALS - S&W	-	-	-	-	0.0%
52	BOARD OF APPEALS - EXP	439	594	735	735	0.0%
53	Sub-Total	439	594	735	735	0.0%
54	ALBRO HOUSE - EXP	2,890	3,148	5,835	6,355	8.9%
55	OLD RECR BUILDING - EXP	4,710	5,321	6,989	7,627	9.1%
56	W. HARWICH SCHOOL - EXP	577	408	1,425	1,424	-0.1%
57	Sub-Total	8,177	8,876	14,249	15,405	8.1%
58	COMMUNITY DEVELOPMENT - S&W	230,386	218,879	221,032	235,636	6.6%
59	COMMUNITY DEVELOPMENT - EXP	10,379	10,834	11,630	14,762	26.9%
60	Sub-Total	240,765	229,713	232,662	250,398	7.6%
61	PUBLIC BUILDINGS REPAIRS	1,100	-	2,133	2,133	0.0%
62	TOWN/FIN COM REPORTS	7,869	7,658	10,000	10,000	0.0%
63	ADVERTISING	13,514	21,671	7,500	17,000	126.7%
64	POLICE - S&W	3,058,309	3,384,205	3,825,308	3,918,557	2.4%
65	POLICE - EXP	313,061	544,305	570,476	569,514	-0.2%
66	POLICE - CAP OUTLAY	165,151	121,482	126,000	120,000	-4.8%
67	Sub-Total	3,536,521	4,049,992	4,521,784	4,608,071	1.9%
68	FIRE - S&W	3,297,282	3,353,682	3,870,083	4,030,150	4.1%
69	FIRE - EXP	365,663	394,875	416,211	450,761	8.3%
71	Sub-Total	3,662,945	3,748,556	4,286,294	4,480,912	4.5%
72	AMBULANCE - S&W	143,001	112,767	169,389	172,693	2.0%
73	EMS - EXP	129,183	136,314	119,536	122,495	2.5%
74	Sub-Total	272,184	249,081	288,925	295,188	2.2%
75	EMERG. TELECOM - S&W	391,025	-	-	-	0.0%
76	EMERG. TELECOM - EXP	133,120	-	-	-	0.0%
77	Sub-Total	524,146	-	-	-	0.0%
78	BUILDING - S&W	227,995	246,408	311,233	322,832	3.7%
79	BUILDING - EXP	14,955	11,349	20,906	20,197	-3.4%
80	Sub-Total	242,950	257,757	332,139	343,029	3.3%
81	EMERG. MGMT - S&W	4,458	2,444	5,108	5,315	4.1%
82	EMERG. MGMT - EXP	3,126	3,317	8,500	8,500	0.0%
83	Sub-Total	7,584	5,761	13,608	13,815	1.5%
84	NATURAL RESOURCES - S&W	93,375	96,343	102,233	110,639	8.2%

TOWN OPERATION BUDGET 2020		Actual FY2017	Actual FY2018	Voted Budget FY2019	Town Meeting Budget FY2020	PCT CHANGE
85	NATURAL RESOURCES - EXP	26,798	226,998	27,900	28,380	1.7%
86	Sub-Total	120,173	323,341	130,133	139,019	6.8%
87	PLEASANT BAY ALLIANCE	16,920	17,343	20,160	23,760	17.9%
88	TOWN ENGINEER - S&W	170,185	174,256	180,860	182,150	0.7%
89	TOWN ENGINEER - EXP	17,738	9,831	25,670	45,670	77.9%
90	Sub-Total	187,923	184,088	206,530	227,820	10.3%
91	HIGHWAY - S&W	2,402,760	2,495,639	2,589,991	2,724,594	5.2%
92	HIGHWAY - EXP	2,331,328	2,501,442	2,691,641	2,971,182	10.4%
93	Sub-Total	4,734,087	4,997,081	5,281,632	5,695,776	7.8%
94	SNOW/ICE - S&W	108,597	104,576	40,000	40,000	0.0%
95	SNOW/ICE - EXP	271,908	260,924	95,000	95,000	0.0%
96	Sub-Total	380,505	365,500	135,000	135,000	0.0%
97	STREET LIGHTS	38,130	31,372	37,500	40,000	6.7%
98	INTERGOVERNMENTAL TRANS - WW COUNTY WW SUPPORT FUND			70,000	150,000 100,000	114.3% 100.0%
99	CEMETERY ADMIN - S&W	58,830	63,203	64,847	69,431	7.1%
100	CEMETERY ADMIN - EXP	4,799	3,164	4,742	5,613	18.4%
101	Sub-Total	63,629	66,367	69,589	75,044	7.8%
102	BOARD OF HEALTH - S&W	181,111	139,795	177,593	193,863	9.2%
103	BOARD OF HEALTH - EXP	12,252	16,209	17,038	16,930	-0.6%
104	Sub-Total	193,364	156,004	194,632	210,793	8.3%
105	COMMUNITY CENTER S&W	152,894	165,498	188,468	185,367	-1.6%
106	COMMUNITY CENTER EXP	109,636	131,306	119,521	142,556	19.3%
107	Sub-Total	262,529	296,804	307,989	327,923	6.5%
108	COUNCIL ON AGING - S&W	359,322	370,042	370,480	377,594	1.9%
109	COUNCIL ON AGING - EXP	68,198	63,690	77,286	77,507	0.3%
110	Sub-Total	427,521	433,732	447,766	455,101	1.6%
111	YOUTH COUNSELOR - S&W	75,637	81,511	85,203	93,443	9.7%
112	YOUTH COUNSELOR - EXP	3,932	4,017	4,310	4,310	0.0%
113	Sub-Total	79,569	85,528	89,513	97,753	9.2%
114	VETERANS EXPENSE/BENEFITS	96,671	99,997	134,500	122,400	-9.0%
115	DISABILTY RIGHT - EXP	-	-	300	500	66.7%
116	HUMAN SERVICES	79,980	72,605	81,580	82,250	0.8%
117	LIBRARY - S&W	597,668	630,719	676,741	707,968	4.6%
118	LIBRARY - EXP	252,696	269,410	274,111	282,372	3.0%
119	Sub-Total	850,363	900,128	950,852	990,340	4.2%
120	RECREATION - SEASONAL - S&W	175,732	174,725	215,988	228,507	5.8%
121	RECREATION - S&W	212,853	228,268	250,115	264,615	5.8%
122	RECREATION - EXP	44,636	41,735	45,575	45,575	0.0%
123	RECREATION - CAP OUTLAY	7,319	-	12,000	12,000	0.0%
124	Sub-Total	440,540	444,728	523,678	550,697	5.2%

TOWN OPERATION BUDGET 2020		Actual FY2017	Actual FY2018	Voted Budget FY2019	Town Meeting Budget FY2020	PCT CHANGE
125	HARBORMASTER -S&W	280,246	289,490	311,576	333,851	7.1%
126	HARBORMASTER - EXP	108,556	171,596	173,300	253,280	46.2%
127	Sub-Total	388,803	461,086	484,876	587,131	21.1%
128	BROOKS ACAD MUSEUM COMMISSION	10,138	10,754	12,894	12,894	0.0%
129	HISTORICAL COMMISSION	80	540	-	-	0.0%
130	HISTORICAL COMMISSION	-	-	350	350	0.0%
131	Sub-Total	80	540	350	350	0.0%
132	CELEBRATIONS	-	1,299	1,600	1,600	0.0%
133	GOLF - S&W	762,933	798,628	870,333	917,841	5.5%
134	GOLF - EXP	578,068	621,381	676,367	676,766	0.1%
135	GOLF CAP OUTLAY	69,548	66,277	73,000	73,000	0.0%
136	Sub-Total	1,410,549	1,486,286	1,619,700	1,667,607	3.0%
137	GOLF IMA MRSD			84,363	82,760	-1.9%
138	ELECTRICITY - CVEC	64,315	66,254	65,925	69,610	5.6%
139	Total Departmental Budgets	21,001,165	21,737,254	23,873,100	25,321,862	6.1%
140	Total Debt Service (Prin & Int)	3,730,596	2,494,459	4,652,464	5,881,626	26.4%
141	STATE ASSESSMENTS	245,490	261,135	269,897	284,978	5.6%
142	BARNSTABLE CTY RETIREMENT	2,364,925	2,681,194	2,763,836	3,024,763	9.4%
143	CAPE COD COMMISSION ASSESSMENT	207,455	217,944	229,452	203,498	-11.3%
144	BARNSTABLE COUNTY ASSESSMENT	193,497	203,280	202,302	213,571	5.6%
145	UNEMPLOYMENT COMPENSATION	2,567	5,087	10,000	15,000	50.0%
146	GROUP HEALTH INSURANCE	3,563,522	4,296,270	4,778,977	4,815,339	0.8%
147	OPEB	100,000	100,000	125,000	150,000	20.0%
148	GENERAL INSURANCE	450,389	656,366	681,000	790,830	16.1%
149	GENERAL INSURANCE DEDUCTIBLE	8,151	4,603	5,000	10,000	100.0%
150	TOTAL TOWN	31,867,758	32,657,592	37,591,028	40,711,467	8.3%
151	OVERLAY (Abatements/Exemptions)			460,000	460,000	
152	C C REGIONAL TECH HIGH	1,437,053	1,437,053	1,581,237	2,332,198	47.5%
153	MONOMOY REG. SCH. DISTRICT					
154	Operating	21,644,248	21,644,248	23,282,215	24,280,721	4.3%
155	Capital/ other	224,723	224,723	260,038	260,748	0.3%
156	Transportation	412,558	412,558	430,896	554,789	28.8%
157	Debt Service- Middle School	1,776,772	1,776,772	24,328	-	-100.0%
158	Debt Service H.S.			1,611,913	1,658,018	2.9%
159	TOTAL MRSD ASSESMENT	24,058,301	24,058,301	25,609,390	26,754,276	4.47%
160	TOTAL	57,363,112	58,152,946	65,241,655	70,257,941	7.7%
	Reconciliation to Article 5:					
	Total from line 160				\$ 70,257,941	
	Less:					
	State & County Assessments				702,047	
	Overlay				460,000	
	Wastewater/Sewer				250,000	
	Cape Cod Technical High School				2,332,198	
	Monomoy Regional School District				26,754,276	
	Total Reductions				30,498,521	
	Article 5				\$ 39,759,420	



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

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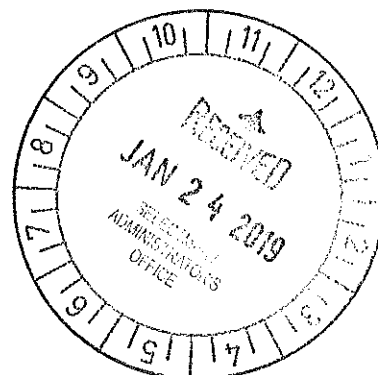
MEMORANDUM

TO: Chris Clark, Town Administrator

FROM: Lincoln S. Hooper, Director 

DATE: January 23, 2019

RE: Lower County Road Funding



At a meeting with you on January 14, 2019, you requested that Chris Nickerson, Highway Road Manager, and I develop a proposal to lower the cost of the Lower County Road project.

First, I would like to point out that Mr. Ockerbloom's Preliminary Office Estimate of \$5,560,471 contains three components: A construction estimate of \$4,670,974, traffic details of \$422,400 and a contingency of \$467,097. The Office Estimate is derived from the MassDOT Construction Project Estimator which utilizes the State weighted bid prices. Those prices appear materially higher than our County Construction bid prices. Chris Nickerson and I both believe that the actual construction cost will be very close to \$4M while police details should be approximately \$300k. Although a contingency is always nice to have, we have not been allowed one in our Chapter 90 project requests for over a decade, though they do allow up to a 5% overage.

A recent example of roadwork that is extremely similar in scope to our Lower County Road project is the Underpass Road / Snow Road reconstruction in the town of Brewster last year. That project included full depth reclamation, new drainage, new pavement and a continuous sidewalk on one side of the road (mostly rehabbing existing non-ADA compliant sidewalks). The project cost \$2.6M for 1.35 miles of road, with approximately \$300k of that being engineering cost. \$2.3M construction cost yields a per mile cost of \$1,703,703. If we multiply that times the 2.25 miles of Lower County Road we get a construction cost estimate of \$3,833,333.

Given these facts, we believe the Lower County Road project can be constructed for \$4.5M, including police details and contingency. The project is ready to be bid with a bid opening date of April 16, 2019. This project is a top priority for the DPW in FY 2020 and as such, we are willing to help fund it in whatever way you or the Board sees fit. That is, we are prepared to take a year off from the attached 5 year road maintenance plan and contribute up to \$1M to keep the project on track and from being fragmented. We

currently have \$420k left in our FY 19 Capital Roads Article and have \$660k available in Chapter 90.

I would like to reiterate that the sheer scope of the project is more than we could handle under our County Bid Road Construction items and the cost is more than could be absorbed within our road maintenance plan. Although Lower County Road is eligible for State funding in the Transportation Improvement Program, there is no way to meet the Complete Streets criteria (sidewalks and bike lanes on both sides of the street) within the Town's 40' ROW. Since the Water Department completed the \$1.2M worth of water main replacements, the road is in utter shambles and in dire need of this project.

Thank you for your time and consideration in this matter.

Attachments: 5 Year Road Maintenance Plan
State Aid Money Available

**TOWN OF HARWICH
FIVE YEAR ROAD MAINTENANCE PLAN
FY20-FY24**

FY20	\$1,743,458.00
FY21	\$1,477,406.24
FY22	\$1,406,997.40
FY23	\$1,373,607.50
FY24	\$1,411,713.80

FIVE YEAR TOTAL \$7,413,182.94

FY20 ROAD MAINTENANCE PLAN

PAVING			\$1,021,157.90
	GREAT WESTERN ROAD	\$	781,463.90
	MAIN STREET	\$	239,694.00
SECONDARY ROAD MAINTENANCE			\$266,300.10
	36 ROADS		
DEPOT ROAD DRAINAGE			\$231,000.00
	30 SYSTEMS X \$7,700		
MISCELLANEOUS DRAINAGE			\$100,000.00
CRACKSEAL VARIOUS ROADS			\$50,000.00
PAVEMENT MARKING MAINTENANCE			\$75,000.00
	FY20 TOTAL		\$1,743,458.00

GREAT WESTERN ROAD

PAVING

Dennis Line to Main Street	10,520	LF x	22	LF =	25,716	SQ YDS	
DRAINAGE	38	systems x	\$5,700.00	each =		\$	216,600.00
CASTING ADJUSTMENTS	76	x	\$210.00	each =		\$	15,960.00
MISC. ASPHALT PATCHING	1,500	sq yds x	\$25.00	per sq yd =		\$	37,500.00
ASPHALT - MILLING (2.5 inches)	25,716	sq yds x	\$3.00	per sq yd =		\$	77,148.00
ASPHALT - MACHINE PLACED	3,600	tons x	\$96.00	per ton =		\$	345,600.00
ASPHALT - HANDWORK	200	tons x	\$175.00	per ton =		\$	35,000.00
STRIPING							
DOUBLE YELLOW CENTERLINES	10,520	l.f. x	\$0.70	per l.f. =		\$	7,364.00
SINGLE WHITE EDGELINES	21,040	l.f. x	\$0.35	per l.f. =		\$	7,364.00
12" LINES	550	l.f. x	\$1.32	per l.f. =		\$	726.00
ARROWS	30	l.f. x	\$4.25	per l.f. =		\$	127.50
LOAM	300	cu. yd. x	\$15.00	per cu yd =		\$	4,500.00
HYDROSEED	63,120	sq. ft. x	\$0.12	per sq ft =		\$	7,574.40
POLICE DETAILS	8 hours x	65 details x	\$50.00	per hour =		\$	26,000.00
TOTAL GREAT WESTERN ROAD \$							781,463.90

MAIN STREET

Great Western to Harwich Center	3,000	LF x	22	LF =	7,333	SQ YDS	
DRAINAGE	12	systems x	\$5,700.00	each =		\$	68,400.00
CASTING ADJUSTMENTS	24	x	\$210.00	each =		\$	5,040.00
MISC. ASPHALT PATCHING	300	sq yds x	\$25.00	per sq yd =		\$	7,500.00
ASPHALT - MILLING (2.5 inches)	7,333	sq yds x	\$3.00	per sq yd =		\$	21,999.00
ASPHALT - MACHINE PLACED	1,030	tons x	\$96.00	per ton =		\$	98,880.00
ASPHALT - HANDWORK	100	tons x	\$175.00	per ton =		\$	17,500.00
STRIPING							
DOUBLE YELLOW CENTERLINES	3,000	l.f. x	\$0.70	per l.f. =		\$	2,100.00
SINGLE WHITE EDGELINES	6,000	l.f. x	\$0.35	per l.f. =		\$	2,100.00
12" LINES	125	l.f. x	\$1.32	per l.f. =		\$	165.00
LOAM	150	cu. yd. x	\$15.00	per cu yd =		\$	2,250.00
HYDROSEED	18,000	sq. ft. x	\$0.12	per sq ft =		\$	2,160.00
POLICE DETAILS	8 hours x	29 details x	\$50.00	per hour =		\$	11,600.00
TOTAL MAIN STREET \$							239,694.00

FY20 SECONDARY ROAD MAINTENANCE - 10% RUBBER CHIP SEAL

36 ROADS

CRANWOOD ROAD	1,675 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,197.50
WILDWOOD AVE	1,270 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,699.00
WITCHWOOD LANE	1,050 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,885.00
WOODY GLEN ROAD	1,225 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,532.50
FAIRWAYS DRIVE	2,785 sq. yd.	x	\$3.70	per sq. yd.	=	\$10,304.50
PUTTING GREEN LANE	1,355 sq. yd.	x	\$3.70	per sq. yd.	=	\$5,013.50
EAGLE LANE	529 sq. yd.	x	\$3.70	per sq. yd.	=	\$1,957.30
BRIARWOOD CLOSE	1,240 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,588.00
SANDY SHORE WAY	1,150 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,255.00
RED PINE DRIVE	2,340 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,658.00
OAK LEAF CIRCLE	2,435 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,009.50
GREEN LANE	2,085 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,714.50
DRUM LANE	1,007 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,725.90
WESTON WOODS ROAD	2,100 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,770.00
WILLIAMS WAY	1,906 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,052.20
CRESTVIEW DRIVE	1,686 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,238.20
MONUMENT WAY	1,042 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,855.40
CRANHAVEN CIRCLE	2,245 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,306.50
SIX PENNY LANE	2,024 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,488.80
OLD TAVERN LANE	1,853 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,856.10
WOONCEPIT ROAD	2,122 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,851.40
ROBBINS ROAD	2,926 sq. yd.	x	\$3.70	per sq. yd.	=	\$10,826.20
WHEATON WAY	1,215 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,495.50
LAURIE LANE	1,167 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,317.90
MOODY ROAD	2,625 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,712.50
CROSBY ROAD	2,623 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,705.10
HAROLD STREET	2,513 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,298.10
VILLAGE GREEN	2,327 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,609.90
ROCKY WAY	3,128 sq. yd.	x	\$3.70	per sq. yd.	=	\$11,573.60
RIDGE COURT	1,187 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,391.90
BASSETT WOODS ROAD	2,254 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,339.80
STATION AVE	1,706 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,312.20

FAIRVIEW AVE	2,331 sq. yd.	x	\$3.70 per sq. yd.	=	\$8,624.70
MCELWAY ROAD	1,744 sq. yd.	x	\$3.70 per sq. yd.	=	\$6,452.80
VINEYARD LANE	3,947 sq. yd.	x	\$3.70 per sq. yd.	=	\$14,603.90
DEACONS FOLLY ROAD	5,156 sq. yd.	x	\$3.70 per sq. yd.	=	<u>\$19,077.20</u>

TOTAL SECONDARY ROAD MAINTENANCE \$266,300.10

FY21 ROAD MAINTENANCE PLAN

PAVING		\$876,837.80
10 ROADS		
OAK STREET	\$67,782.60	
KELDAN WAY	\$40,161.20	
OLD PINE DRIVE	\$44,499.80	
OLD IVY DRIVE	\$26,801.00	
COTTONWOOD RD	\$245,734.80	
BUTTONWOOD RD	\$123,004.00	
ASPEN ROAD	\$30,801.40	
CEDARDALE ROAD	\$98,986.00	
LAKEWOOD DRIVE	\$175,807.50	
LITTLE WAY	\$23,259.50	
SECONDARY ROAD MAINTENANCE		\$225,568.44
22 ROADS		
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
ROUTE 28 TIP PROJECT		\$100,000.00
	FY21 TOTAL	\$1,477,406.24

PAVING

OAK STREET

Long Pond Drive to House #1082	880	LF x	21	LF =	2,053	SQ YDS
DRAINAGE	5	systems x	\$5,700.00	each =	\$	28,500.00
CASTING ADJUSTMENTS	10	x	\$210.00	each =	\$	2,100.00
FULL DEPTH PATCHING		sq yds x	\$265.00	per sq yd =	\$	-
MISC. ASPHALT PATCHING		sq yds x	\$25.00	per sq yd =	\$	-
CRACKSEAL - FIBER REINFORCED		gallons x	\$9.31	per gallon =	\$	-
ASPHALT - MILLING (2.5 inches)		sq yds x	\$3.00	per sq yd =	\$	-
ASPHALT - MACHINE PLACED	300	tons x	\$96.00	per ton =	\$	28,800.00
ASPHALT - HANDWORK	15	tons x	\$175.00	per ton =	\$	2,625.00
STRIPING						
DOUBLE YELLOW CENTERLINES	880	l.f. x	\$0.70	per l.f. =	\$	616.00
SINGLE WHITE EDGELINES	880	l.f. x	\$0.35	per l.f. =	\$	308.00
LOAM	40	cu. yd. x	\$15.00	per cu yd =	\$	600.00
HYDROSEED	5,280	sq. ft. x	\$0.12	per sq ft =	\$	633.60
POLICE DETAILS	8 hours x	9 details x	\$50.00	per hour =	\$	3,600.00
			TOTAL		OAK STREET \$	67,782.60

KELDAN WAY

Oak Street to End	360	LF x	21	LF =	840	SQ YDS
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	120	tons x	\$96.00	per ton =	\$	11,520.00
ASPHALT - HANDWORK	10	tons x	\$175.00	per ton =	\$	1,750.00
STRIPING						
DOUBLE YELLOW CENTERLINES	360	l.f. x	\$0.70	per l.f. =	\$	252.00
LOAM	20	cu. yd. x	\$15.00	per cu yd =	\$	300.00
HYDROSEED	2,160	sq. ft. x	\$0.12	per sq ft =	\$	259.20
POLICE DETAILS	8 hours x	4 details x	\$50.00	per hour =	\$	1,600.00
			TOTAL		KELDAN WAY \$	40,161.20

PAVING

OLD PINE DRIVE

Oak Street to Cottonwood Road	440	LF x	21	LF =	1,027	SQ YDS
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	145	tons x	\$96.00	per ton =	\$	13,920.00
ASPHALT - HANDWORK	20	tons x	\$175.00	per ton =	\$	3,500.00
STRIPING						
DOUBLE YELLOW CENTERLINES	440	l.f. x	\$0.70	per l.f. =	\$	308.00
LOAM	25	cu. yd. x	\$15.00	per cu yd =	\$	375.00
HYDROSEED	2,640	sq. ft. x	\$0.12	per sq ft =	\$	316.80
POLICE DETAILS	8 hours x	4	details x	\$50.00	per hour =	\$ 1,600.00

TOTAL

OLD PINE DRIVE \$ 44,499.80

OLD IVY DRIVE

Oak Street to End	300	LF x	21	LF =	700	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	4	x	\$210.00	each =	\$	840.00
ASPHALT - MACHINE PLACED	110	tons x	\$96.00	per ton =	\$	10,560.00
ASPHALT - HANDWORK	10	tons x	\$175.00	per ton =	\$	1,750.00
STRIPING						
DOUBLE YELLOW CENTERLINES	300	l.f. x	\$0.70	per l.f. =	\$	210.00
LOAM	15	cu. yd. x	\$15.00	per cu yd =	\$	225.00
HYDROSEED	1,800	sq. ft. x	\$0.12	per sq ft =	\$	216.00
POLICE DETAILS	8 hours x	4	details x	\$50.00	per hour =	\$ 1,600.00

TOTAL

OLD IVY DRIVE \$ 26,801.00

PAVING

COTTONWOOD RD

Lakewood Drive to End	2,940	LF x	21	LF =	6,860	SQ YDS
DRAINAGE	20	systems x	\$5,700.00	each =	\$	114,000.00
CASTING ADJUSTMENTS	40	x	\$210.00	each =	\$	8,400.00
ASPHALT - MACHINE PLACED	985	tons x	\$96.00	per ton =	\$	94,560.00
ASPHALT - HANDWORK	100	tons x	\$175.00	per ton =	\$	17,500.00
STRIPING						
DOUBLE YELLOW CENTERLINES	2,940	l.f. x	\$0.70	per l.f. =	\$	2,058.00
LOAM	100	cu. yd. x	\$15.00	per cu yd =	\$	1,500.00
HYDROSEED	17,640	sq. ft. x	\$0.12	per sq ft =	\$	2,116.80
POLICE DETAILS	8 hours x	14 details x	\$50.00	per hour =	\$	5,600.00

TOTAL

COTTONWOOD RD \$ 245,734.80

BUTTONWOOD RD

Long Pond Drive to Cottonwood Rd	1,450	LF x	21	LF =	3,383	SQ YDS
DRAINAGE	10	systems x	\$5,700.00	each =	\$	57,000.00
CASTING ADJUSTMENTS	20	x	\$210.00	each =	\$	4,200.00
ASPHALT - MACHINE PLACED	495	tons x	\$96.00	per ton =	\$	47,520.00
ASPHALT - HANDWORK	45	tons x	\$175.00	per ton =	\$	7,875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,450	l.f. x	\$0.70	per l.f. =	\$	1,015.00
LOAM	50	cu. yd. x	\$15.00	per cu yd =	\$	750.00
HYDROSEED	8,700	sq. ft. x	\$0.12	per sq ft =	\$	1,044.00
POLICE DETAILS	8 hours x	9 details x	\$50.00	per hour =	\$	3,600.00

TOTAL

BUTTONWOOD RD \$ 123,004.00

PAVING

ASPEN ROAD

Lakewood Drive to Buttonwood Rd	420	LF x	21	LF =	980	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	4	x	\$210.00	each =	\$	840.00
ASPHALT - MACHINE PLACED	140	tons x	\$96.00	per ton =	\$	13,440.00
ASPHALT - HANDWORK	15	tons x	\$175.00	per ton =	\$	2,625.00
STRIPING						
DOUBLE YELLOW CENTERLINES	420	l.f. x	\$0.70	per l.f. =	\$	294.00
LOAM	20	cu. yd. x	\$15.00	per cu yd =	\$	300.00
HYDROSEED	2,520	sq. ft. x	\$0.12	per sq ft =	\$	302.40
POLICE DETAILS	8 hours x	4 details x	\$50.00	per hour =	\$	1,600.00

TOTAL

ASPEN ROAD \$ 30,801.40

CEDARDALE ROAD

Buttonwood Road to End	1,300	LF x	21	LF =	3,033	SQ YDS
DRAINAGE	7	systems x	\$5,700.00	each =	\$	39,900.00
CASTING ADJUSTMENTS	14	x	\$210.00	each =	\$	2,940.00
ASPHALT - MACHINE PLACED	450	tons x	\$96.00	per ton =	\$	43,200.00
ASPHALT - HANDWORK	40	tons x	\$175.00	per ton =	\$	7,000.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,300	l.f. x	\$0.70	per l.f. =	\$	910.00
LOAM	60	cu. yd. x	\$15.00	per cu yd =	\$	900.00
HYDROSEED	7,800	sq. ft. x	\$0.12	per sq ft =	\$	936.00
POLICE DETAILS	8 hours x	8 details x	\$50.00	per hour =	\$	3,200.00

TOTAL

CEDARDALE ROAD \$ 98,986.00

PAVING

LAKWOOD DRIVE

Long Pond Drive to Private Portion	2,125	LF x	21	LF =	4,958	SQ YDS
DRAINAGE	14	systems x	\$5,700.00	each =	\$	79,800.00
CASTING ADJUSTMENTS	28	x	\$210.00	each =	\$	5,880.00
ASPHALT - MACHINE PLACED	710	tons x	\$96.00	per ton =	\$	68,160.00
ASPHALT - HANDWORK	70	tons x	\$175.00	per ton =	\$	12,250.00
STRIPING						
DOUBLE YELLOW CENTERLINES	2,125	l.f. x	\$0.70	per l.f. =	\$	1,487.50
LOAM	100	cu. yd. x	\$15.00	per cu yd =	\$	1,500.00
HYDROSEED	12,750	sq. ft. x	\$0.12	per sq ft =	\$	1,530.00
POLICE DETAILS	8 hours x	13 details x	\$50.00	per hour =	\$	5,200.00

TOTAL

LAKWOOD DRIVE \$ 175,807.50

LITTLE WAY

Lakewood Drive to End	225	LF x	21	LF =	525	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	4	x	\$210.00	each =	\$	840.00
ASPHALT - MACHINE PLACED	75	tons x	\$96.00	per ton =	\$	7,200.00
ASPHALT - HANDWORK	10	tons x	\$175.00	per ton =	\$	1,750.00
STRIPING						
DOUBLE YELLOW CENTERLINES	225	l.f. x	\$0.70	per l.f. =	\$	157.50
LOAM	10	cu. yd. x	\$15.00	per cu yd =	\$	150.00
HYDROSEED	1,350	sq. ft. x	\$0.12	per sq ft =	\$	162.00
POLICE DETAILS	8 hours x	4 details x	\$50.00	per hour =	\$	1,600.00

TOTAL

LITTLE WAY \$ 23,259.50

FY21 SECONDARY ROAD MAINTENANCE - 10% RUBBER CHIP SEAL

22 ROADS

ROUND COVE RD (RT137 to end)	4,400 sq. yd.	x	\$3.70	per sq. yd.	=	\$16,280.00
HARDING LANE	4,200 sq. yd.	x	\$3.70	per sq. yd.	=	\$15,540.00
WALDEN WAY	4,533 sq. yd.	x	\$3.70	per sq. yd.	=	\$16,773.33
HALLS PATH ONE	3,400 sq. yd.	x	\$3.70	per sq. yd.	=	\$12,580.00
STANDISH WOODS CIRCLE	7,933 sq. yd.	x	\$3.70	per sq. yd.	=	\$29,353.33
STANDISH WOODS EAST	467 sq. yd.	x	\$3.70	per sq. yd.	=	\$1,726.67
STANDISH WOODS WEST	867 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,206.67
MARTHA EATON COURT	1,267 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,686.67
MARY WILLET COURT	1,893 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,005.33
JASPER MOORE TRAIL	2,560 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,472.00
LYDIA BANGS WAY	1,120 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,144.00
MCGUERTY ROAD (Town portion)	478 sq. yd.	x	\$3.70	per sq. yd.	=	\$1,769.83
CONNECTICUT AVENUE	1,978 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,317.78
VICTORIA ROAD	1,425 sq. yd.	x	\$3.70	per sq. yd.	=	\$5,272.50
PHEASANT RUN	1,667 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,166.67
PLEASANT BAY COURT	4,200 sq. yd.	x	\$3.70	per sq. yd.	=	\$15,540.00
EAGLES NEST ROAD	2,107 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,794.67
SCOTLIN WAY	2,427 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,978.67
CONTINENTAL DRIVE	8,702 sq. yd.	x	\$3.70	per sq. yd.	=	\$32,198.22
WHIDAH DRIVE	4,302 sq. yd.	x	\$3.70	per sq. yd.	=	\$15,918.22
COMPASS DRIVE	1,039 sq. yd.	x	\$3.70	per sq. yd.	=	<u>\$3,843.89</u>

60,964

TOTAL SECONDARY ROAD MAINTENANCE

\$225,568.44

FY22 ROAD MAINTENANCE PLAN

PAVING		\$920,549.80
13 ROADS		
ARROWHEAD DRIVE	\$ 69,939.00	
INDIAN TRAIL	\$ 104,890.50	
PERIWINKLE WAY	\$ 84,709.20	
MARLIN ROAD	\$ 61,805.20	
SEAHORSE ROAD	\$ 89,047.20	
QUAKER LANE	\$ 80,603.10	
SANDPIPER ROAD	\$ 98,599.90	
SADDLE ROAD	\$ 49,223.90	
PACKET WAY	\$ 22,349.00	
FLAGSHIP LANE	\$ 25,181.30	
WINDSWEPT WAY	\$ 22,864.50	
GULL WAY	\$ 42,313.80	
SOUTH STREET	\$ 169,023.20	
SECONDARY ROAD MAINTENANCE		\$211,447.60
18 ROADS		
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
	FY22 TOTAL	\$1,406,997.40

PAVING

ARROWHEAD DRIVE

Depot Road to Seahorse Road	810	LF x	21	LF =	1,890	SQ YDS
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00
ASPHALT - MACHINE PLACED	275	tons x	\$96.00	per ton =	\$	26,400.00
ASPHALT - HANDWORK	10	tons x	\$175.00	per ton =	\$	1,750.00
STRIPING						
DOUBLE YELLOW CENTERLINES	810	l.f. x	\$0.70	per l.f. =	\$	567.00
12" LINES	90	l.f. x	\$1.32	per l.f. =	\$	118.80
LOAM	40	cu. yd. x	\$15.00	per cu yd =	\$	600.00
HYDROSEED	4,860	sq. ft. x	\$0.12	per sq ft =	\$	583.20
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$ 3,200.00
TOTAL					ARROWHEAD DRIVE	\$ 69,939.00

INDIAN TRAIL

Cul-de-sac to Private Portion	1,225	LF x	21	LF =	2,858	SQ YDS
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00
ASPHALT - MACHINE PLACED	425	tons x	\$96.00	per ton =	\$	40,800.00
ASPHALT - HANDWORK	50	tons x	\$175.00	per ton =	\$	8,750.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,225	l.f. x	\$0.70	per l.f. =	\$	857.50
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00
LOAM	65	cu. yd. x	\$15.00	per cu yd =	\$	975.00
HYDROSEED	7,350	sq. ft. x	\$0.12	per sq ft =	\$	882.00
POLICE DETAILS	8 hours x	9	details x	\$50.00	per hour =	\$ 3,600.00
TOTAL					INDIAN TRAIL	\$ 104,890.50

PAVING

PERIWINKLE WAY

Indian Trail to Marlin Road	1,060	LF x	21	LF =	2,473	SQ YDS
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00
ASPHALT - MACHINE PLACED	360	tons x	\$96.00	per ton =	\$	34,560.00
ASPHALT - HANDWORK	45	tons x	\$175.00	per ton =	\$	7,875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,060	l.f. x	\$0.70	per l.f. =	\$	742.00
12" LINES	75	l.f. x	\$1.32	per l.f. =	\$	99.00
LOAM	50	cu. yd. x	\$15.00	per cu yd =	\$	750.00
HYDROSEED	6,360	sq. ft. x	\$0.12	per sq ft =	\$	763.20
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$ 3,200.00
TOTAL					PERIWINKLE WAY	\$ 84,709.20

MARLIN ROAD

Seahorse Road to Periwinkle Way	860	LF x	21	LF =	2,007	SQ YDS
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	280	tons x	\$96.00	per ton =	\$	26,880.00
ASPHALT - HANDWORK	30	tons x	\$175.00	per ton =	\$	5,250.00
STRIPING						
DOUBLE YELLOW CENTERLINES	860	l.f. x	\$0.70	per l.f. =	\$	602.00
12" LINES	75	l.f. x	\$1.32	per l.f. =	\$	99.00
LOAM	45	cu. yd. x	\$15.00	per cu yd =	\$	675.00
HYDROSEED	5,160	sq. ft. x	\$0.12	per sq ft =	\$	619.20
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$ 3,200.00
TOTAL					MARLIN ROAD	\$ 61,805.20

PAVING

SEAHORSE ROAD

Quaker Lane to Gull Way	860	LF x	21	LF =	2,007	SQ YDS	
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00	
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00	
ASPHALT - MACHINE PLACED	300	tons x	\$96.00	per ton =	\$	28,800.00	
ASPHALT - HANDWORK	35	tons x	\$175.00	per ton =	\$	6,125.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	860	l.f. x	\$0.70	per l.f. =	\$	602.00	
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00	
LOAM	45	cu. yd. x	\$15.00	per cu yd =	\$	675.00	
HYDROSEED	5,160	sq. ft. x	\$0.12	per sq ft =	\$	619.20	
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$	3,200.00
TOTAL				SEAHORSE ROAD \$ 89,047.20			

QUAKER LANE

Route 28 to Marlin Road	1,005	LF x	21	LF =	2,345	SQ YDS	
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00	
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00	
ASPHALT - MACHINE PLACED	340	tons x	\$96.00	per ton =	\$	32,640.00	
ASPHALT - HANDWORK	35	tons x	\$175.00	per ton =	\$	6,125.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	1,005	l.f. x	\$0.70	per l.f. =	\$	703.50	
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00	
LOAM	55	cu. yd. x	\$15.00	per cu yd =	\$	825.00	
HYDROSEED	6,030	sq. ft. x	\$0.12	per sq ft =	\$	723.60	
POLICE DETAILS	8 hours x	7	details x	\$50.00	per hour =	\$	2,800.00
TOTAL				QUAKER LANE \$ 80,603.10			

PAVING

SANDPIPER ROAD

Quaker Lane to Marlin Road	1,195	LF x	21	LF =	2,788	SQ YDS
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00
ASPHALT - MACHINE PLACED	410	tons x	\$96.00	per ton =	\$	39,360.00
ASPHALT - HANDWORK	25	tons x	\$175.00	per ton =	\$	4,375.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,195	l.f. x	\$0.70	per l.f. =	\$	836.50
12" LINES	25	l.f. x	\$1.32	per l.f. =	\$	33.00
LOAM	65	cu. yd. x	\$15.00	per cu yd =	\$	975.00
HYDROSEED	7,170	sq. ft. x	\$0.12	per sq ft =	\$	860.40
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$ 3,200.00
TOTAL					SANDPIPER ROAD	\$ 98,599.90

SADDLE ROAD

Periwinkle Way to Mariner Lane	595	LF x	21	LF =	1,388	SQ YDS
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	200	tons x	\$96.00	per ton =	\$	19,200.00
ASPHALT - HANDWORK	10	tons x	\$175.00	per ton =	\$	1,750.00
STRIPING						
DOUBLE YELLOW CENTERLINES	595	l.f. x	\$0.70	per l.f. =	\$	416.50
12" LINES	75	l.f. x	\$1.32	per l.f. =	\$	99.00
LOAM	30	cu. yd. x	\$15.00	per cu yd =	\$	450.00
HYDROSEED	3,570	sq. ft. x	\$0.12	per sq ft =	\$	428.40
POLICE DETAILS	8 hours x	6	details x	\$50.00	per hour =	\$ 2,400.00
TOTAL					SADDLE ROAD	\$ 49,223.90

PAVING

PACKET WAY

Saddle Road to End	200	LF x	21	LF =	467	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	4	x	\$210.00	each =	\$	840.00
ASPHALT - MACHINE PLACED	75	tons x	\$96.00	per ton =	\$	7,200.00
ASPHALT - HANDWORK	5	tons x	\$175.00	per ton =	\$	875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	200	l.f. x	\$0.70	per l.f. =	\$	140.00
LOAM	10	cu. yd. x	\$15.00	per cu yd =	\$	150.00
HYDROSEED	1,200	sq. ft. x	\$0.12	per sq ft =	\$	144.00
POLICE DETAILS	8 hours x	4	details x	\$50.00	per hour =	\$ 1,600.00

TOTAL

PACKET WAY \$ 22,349.00

FLAGSHIP LANE

Packet Way to Windswept Way	265	LF x	21	LF =	618	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	4	x	\$210.00	each =	\$	840.00
ASPHALT - MACHINE PLACED	90	tons x	\$96.00	per ton =	\$	8,640.00
ASPHALT - HANDWORK	12	tons x	\$175.00	per ton =	\$	2,100.00
STRIPING						
DOUBLE YELLOW CENTERLINES	265	l.f. x	\$0.70	per l.f. =	\$	185.50
LOAM	15	cu. yd. x	\$15.00	per cu yd =	\$	225.00
HYDROSEED	1,590	sq. ft. x	\$0.12	per sq ft =	\$	190.80
POLICE DETAILS	8 hours x	4	details x	\$50.00	per hour =	\$ 1,600.00

TOTAL

FLAGSHIP LANE \$ 25,181.30

PAVING

WINDSWEPT WAY

Flagship Lane to End	225	LF x	21	LF =	525	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	4	x	\$210.00	each =	\$	840.00
ASPHALT - MACHINE PLACED	80	tons x	\$96.00	per ton =	\$	7,680.00
ASPHALT - HANDWORK	5	tons x	\$175.00	per ton =	\$	875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	225	l.f. x	\$0.70	per l.f. =	\$	157.50
LOAM	10	cu. yd. x	\$15.00	per cu yd =	\$	150.00
HYDROSEED	1,350	sq. ft. x	\$0.12	per sq ft =	\$	162.00
POLICE DETAILS	8 hours x	4	details x	\$50.00	per hour =	\$ 1,600.00

TOTAL

WINDSWEPT WAY \$ 22,864.50

GULL WAY

Sandpiper Road to Seahorse Road	390	LF x	21	LF =	910	SQ YDS
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	130	tons x	\$96.00	per ton =	\$	12,480.00
ASPHALT - HANDWORK	12	tons x	\$175.00	per ton =	\$	2,100.00
STRIPING						
DOUBLE YELLOW CENTERLINES	390	l.f. x	\$0.70	per l.f. =	\$	273.00
LOAM	20	cu. yd. x	\$15.00	per cu yd =	\$	300.00
HYDROSEED	2,340	sq. ft. x	\$0.12	per sq ft =	\$	280.80
POLICE DETAILS	8 hours x	6	details x	\$50.00	per hour =	\$ 2,400.00

TOTAL

GULL WAY \$ 42,313.80

PAVING

SOUTH STREET

Main Street to Sisson Road	2,285	LF x	21	LF =	5,332	SQ YDS
DRAINAGE	12	systems x	\$5,700.00	each =	\$	68,400.00
CASTING ADJUSTMENTS	24	x	\$210.00	each =	\$	5,040.00
ASPHALT - MACHINE PLACED	800	tons x	\$96.00	per ton =	\$	76,800.00
ASPHALT - HANDWORK	40	tons x	\$175.00	per ton =	\$	7,000.00
STRIPING						
DOUBLE YELLOW CENTERLINES	2,285	l.f. x	\$0.70	per l.f. =	\$	1,599.50
SINGLE WHITE EDGELINES	4,570	l.f. x	\$0.35	per l.f. =	\$	1,599.50
12" LINES	200	l.f. x	\$1.32	per l.f. =	\$	264.00
LOAM	125	cu. yd. x	\$15.00	per cu yd =	\$	1,875.00
HYDROSEED	13,710	sq. ft. x	\$0.12	per sq ft =	\$	1,645.20
POLICE DETAILS	8 hours x	12	details x	\$50.00	per hour =	\$ 4,800.00

TOTAL

SOUTH STREET \$ 169,023.20

FY22 SECONDARY ROAD MAINTENANCE - 10% RUBBER CHIP SEAL

18 ROADS

MEETINGHOUSE ROAD	1,692 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,260.40
GRIST MILL ROAD	1,748 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,467.60
BOVE COVE ROAD	1,333 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,932.10
HUCKLEBERRY PATH	4,240 sq. yd.	x	\$3.70	per sq. yd.	=	\$15,688.00
OLD CARRIAGE DRIVE	2,560 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,472.00
SOMERSET ROAD	3,573 sq. yd.	x	\$3.70	per sq. yd.	=	\$13,220.10
CAPTAIN BEARSE ROAD	8,427 sq. yd.	x	\$3.70	per sq. yd.	=	\$31,179.90
HOLMES ROAD	1,889 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,989.30
DEPOT ROAD	2,756 sq. yd.	x	\$3.70	per sq. yd.	=	\$10,197.20
ARGYLE WAY	3,227 sq. yd.	x	\$3.70	per sq. yd.	=	\$11,939.90
STORER LANE	1,517 sq. yd.	x	\$3.70	per sq. yd.	=	\$5,612.90
DUNDEE CIRCLE	8,400 sq. yd.	x	\$3.70	per sq. yd.	=	\$31,080.00
JESSE ELDREDGE ROAD	3,178 sq. yd.	x	\$3.70	per sq. yd.	=	\$11,758.60
SEA PINE KNOLL	1,787 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,611.90
DEER RUN	2,934 sq. yd.	x	\$3.70	per sq. yd.	=	\$10,855.80
DEEP HOLE ROAD	1,376 sq. yd.	x	\$3.70	per sq. yd.	=	\$5,091.20
OLD COUNTY ROAD	4,155 sq. yd.	x	\$3.70	per sq. yd.	=	\$15,373.50
RED RIVER ROAD	2,356 sq. yd.	x	\$3.70	per sq. yd.	=	<u>\$8,717.20</u>

57,148

TOTAL SECONDARY ROAD MAINTENANCE

\$211,447.60

PAVING

PLEASANT LAKE AVENUE

Panorama Point to Brewster Line	3,950	LF x	22	LF =	9,656	SQ YDS
DRAINAGE	20	systems x	\$5,700.00	each =	\$	114,000.00
CASTING ADJUSTMENTS	40	x	\$210.00	each =	\$	8,400.00
MISC. ASPHALT PATCHING	1,000	sq yds x	\$25.00	per sq yd =	\$	25,000.00
ASPHALT - MACHINE PLACED	1,400	tons x	\$96.00	per ton =	\$	134,400.00
ASPHALT - HANDWORK	125	tons x	\$175.00	per ton =	\$	21,875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	3,950	l.f. x	\$0.70	per l.f. =	\$	2,765.00
SINGLE WHITE EDGELINES	7,900	l.f. x	\$0.35	per l.f. =	\$	2,765.00
12" LINES	125	l.f. x	\$1.32	per l.f. =	\$	165.00
LOAM	175	cu. yd. x	\$15.00	per cu yd =	\$	2,625.00
HYDROSEED	23,700	sq. ft. x	\$0.12	per sq ft =	\$	2,844.00
POLICE DETAILS	8 hours x	28	details x	\$50.00	per hour =	\$ 11,200.00

TOTAL PLEASANT LAKE AVENUE \$ 326,039.00

SMITH STREET

Depot Road West to North Road	2,075	LF x	21	LF =	4,842	SQ YDS
DRAINAGE	10	systems x	\$5,700.00	each =	\$	57,000.00
CASTING ADJUSTMENTS	22	x	\$210.00	each =	\$	4,620.00
ASPHALT - MACHINE PLACED	700	tons x	\$96.00	per ton =	\$	67,200.00
ASPHALT - HANDWORK	60	tons x	\$175.00	per ton =	\$	10,500.00
STRIPING						
DOUBLE YELLOW CENTERLINES	2,075	l.f. x	\$0.70	per l.f. =	\$	1,452.50
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00
LOAM	100	cu. yd. x	\$15.00	per cu yd =	\$	1,500.00
HYDROSEED	12,450	sq. ft. x	\$0.12	per sq ft =	\$	1,494.00
POLICE DETAILS	8 hours x	14	details x	\$50.00	per hour =	\$ 5,600.00

TOTAL SMITH STREET \$ 149,432.50

PAVING

BELLS NECK ROAD

Depot Road West to House #99	2,610	LF x	21	LF =	6,090	SQ YDS	
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00	
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00	
ASPHALT - MACHINE PLACED	875	tons x	\$96.00	per ton =	\$	84,000.00	
ASPHALT - HANDWORK	40	tons x	\$175.00	per ton =	\$	7,000.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	2,610	l.f. x	\$0.70	per l.f. =	\$	1,827.00	
12" LINES	100	l.f. x	\$1.32	per l.f. =	\$	132.00	
LOAM	125	cu. yd. x	\$15.00	per cu yd =	\$	1,875.00	
HYDROSEED	15,660	sq. ft. x	\$0.12	per sq ft =	\$	1,879.20	
POLICE DETAILS	8 hours x	12	details x	\$50.00	per hour =	\$	4,800.00
TOTAL				BELLS NECK ROAD \$ 138,233.20			

NORTH ROAD

Route 28 to House #85	1,725	LF x	21	LF =	4,025	SQ YDS	
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00	
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00	
ASPHALT - MACHINE PLACED	575	tons x	\$96.00	per ton =	\$	55,200.00	
ASPHALT - HANDWORK	40	tons x	\$175.00	per ton =	\$	7,000.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	1,725	l.f. x	\$0.70	per l.f. =	\$	1,207.50	
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00	
LOAM	90	cu. yd. x	\$15.00	per cu yd =	\$	1,350.00	
HYDROSEED	10,350	sq. ft. x	\$0.12	per sq ft =	\$	1,242.00	
POLICE DETAILS	8 hours x	11	details x	\$50.00	per hour =	\$	4,400.00
TOTAL				NORTH ROAD \$ 107,185.50			

PAVING

MANSION STREET

Route 28 to Smith Street	830	LF x	21	LF =	1,937	SQ YDS
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00
ASPHALT - MACHINE PLACED	300	tons x	\$96.00	per ton =	\$	28,800.00
ASPHALT - HANDWORK	30	tons x	\$175.00	per ton =	\$	5,250.00
STRIPING						
DOUBLE YELLOW CENTERLINES	830	l.f. x	\$0.70	per l.f. =	\$	581.00
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00
LOAM	40	cu. yd. x	\$15.00	per cu yd =	\$	600.00
HYDROSEED	4,980	sq. ft. x	\$0.12	per sq ft =	\$	597.60
POLICE DETAILS	8 hours x	10	details x	\$50.00	per hour =	\$ 4,000.00
				TOTAL	MANSION STREET \$	88,854.60

FY23 SECONDARY ROAD MAINTENANCE - 10% RUBBER CHIP SEAL

41 ROADS

CRANWOOD ROAD	1,675 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,197.50
WILDWOOD AVE	1,270 sq. yd.	x	\$3.70	per sq. yd.	=	4699
WITCHWOOD LANE	1,050 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,885.00
WOODY GLEN ROAD	1,225 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,532.50
FAIRWAYS DRIVE	2,785 sq. yd.	x	\$3.70	per sq. yd.	=	\$10,304.50
PUTTING GREEN LANE	1,355 sq. yd.	x	\$3.70	per sq. yd.	=	\$5,013.50
EAGLE LANE	529 sq. yd.	x	\$3.70	per sq. yd.	=	\$1,957.30
BRIARWOOD CLOSE	1,240 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,588.00
SANDY SHORE WAY	1,150 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,255.00
RED PINE DRIVE	2,340 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,658.00
OAK LEAF CIRCLE	2,435 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,009.50
GREEN LANE	2,085 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,714.50
DRUM LANE	1,007 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,725.90
WESTON WOODS ROAD	2,100 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,770.00
WILLIAMS WAY	1,906 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,052.20
LEXINGTON DRIVE	1,075 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,977.50
CONCORD DRIVE	850 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,145.00
CRESTVIEW DRIVE	1,686 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,238.20
MONUMENT WAY	1,042 sq. yd.	x	\$3.70	per sq. yd.	=	\$3,855.40
WHIP-O-WILL	1,636 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,053.20
CRANHAVEN CIRCLE	2,245 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,306.50
OLD MILL LANE	1,248 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,617.60
SIX PENNY LANE	2,024 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,488.80
OLD TAVERN LANE	1,853 sq. yd.	x	\$3.70	per sq. yd.	=	\$6,856.10
WOONCEPIT ROAD	2,122 sq. yd.	x	\$3.70	per sq. yd.	=	\$7,851.40
ROBBINS ROAD	2,926 sq. yd.	x	\$3.70	per sq. yd.	=	\$10,826.20
WHEATON WAY	1,215 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,495.50
LAURIE LANE	1,167 sq. yd.	x	\$3.70	per sq. yd.	=	\$4,317.90
MOODY ROAD	2,625 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,712.50
CROSBY ROAD	2,623 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,705.10
HAROLD STREET	2,513 sq. yd.	x	\$3.70	per sq. yd.	=	\$9,298.10
VILLAGE GREEN	2,327 sq. yd.	x	\$3.70	per sq. yd.	=	\$8,609.90

LINCOLN VILLAGE ROAD	1,289 sq. yd.	x	\$3.70	\$4,769.30
ROCKY WAY	3,128 sq. yd.	x	\$3.70	\$11,573.60
RIDGE COURT	1,187 sq. yd.	x	\$3.70	\$4,391.90
BASSETT WOODS ROAD	2,254 sq. yd.	x	\$3.70	\$8,339.80
STATION AVE	1,706 sq. yd.	x	\$3.70	\$6,312.20
FAIRVIEW AVE	2,331 sq. yd.	x	\$3.70	\$8,624.70
MCELWAY ROAD	1,744 sq. yd.	x	\$3.70	\$6,452.80
VINEYARD LANE	3,947 sq. yd.	x	\$3.70	\$14,603.90
DEACONS FOLLY ROAD	5,156 sq. yd.	x	\$3.70	\$19,077.20

TOTAL SECONDARY ROAD MAINTENANCE

\$288,862.70

FY24 ROAD MAINTENANCE PLAN

PAVING		\$1,136,713.80
10 ROADS		
WILLOW STREET	\$ 176,242.30	
KELLEY ROAD	\$ 138,930.90	
ELINOR LANE	\$ 105,914.80	
BAYPORT ROAD	\$ 89,597.30	
JOE LINCOLN ROAD	\$ 70,797.60	
TRUMET ROAD	\$ 51,943.50	
HARNISS ROAD	\$ 50,905.40	
OSTABLE ROAD	\$ 34,460.00	
OLIVER SNOW ROAD	\$ 287,440.00	
OAK STREET EXTENSION	\$ 130,482.00	
MISCELLANEOUS DRAINAGE		\$100,000.00
CRACKSEAL VARIOUS ROADS		\$100,000.00
PAVEMENT MARKING MAINTENANCE		\$75,000.00
	FY24 TOTAL	\$1,411,713.80

PAVING

WILLOW STREET

Riverside Drive to Division Street	2,415	LF x	21	LF =	5,635	SQ YDS	
DRAINAGE	12	systems x	\$5,700.00	each =	\$	68,400.00	
CASTING ADJUSTMENTS	24	x	\$210.00	each =	\$	5,040.00	
ASPHALT - MACHINE PLACED	800	tons x	\$96.00	per ton =	\$	76,800.00	
ASPHALT - HANDWORK	85	tons x	\$175.00	per ton =	\$	14,875.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	2,415	l.f. x	\$0.70	per l.f. =	\$	1,690.50	
12" LINES	150	l.f. x	\$1.32	per l.f. =	\$	198.00	
LOAM	100	cu. yd. x	\$15.00	per cu yd =	\$	1,500.00	
HYDROSEED	14,490	sq. ft. x	\$0.12	per sq ft =	\$	1,738.80	
POLICE DETAILS	8 hours x	15	details x	\$50.00	per hour =	\$	6,000.00
TOTAL				WILLOW STREET \$ 176,242.30			

KELLEY ROAD

Riverside Drive to Division Street	1,795	LF x	21	LF =	4,188	SQ YDS	
DRAINAGE	10	systems x	\$5,700.00	each =	\$	57,000.00	
CASTING ADJUSTMENTS	20	x	\$210.00	each =	\$	4,200.00	
ASPHALT - MACHINE PLACED	600	tons x	\$96.00	per ton =	\$	57,600.00	
ASPHALT - HANDWORK	65	tons x	\$175.00	per ton =	\$	11,375.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	1,795	l.f. x	\$0.70	per l.f. =	\$	1,256.50	
12" LINES	100	l.f. x	\$1.32	per l.f. =	\$	132.00	
LOAM	85	cu. yd. x	\$15.00	per cu yd =	\$	1,275.00	
HYDROSEED	10,770	sq. ft. x	\$0.12	per sq ft =	\$	1,292.40	
POLICE DETAILS	8 hours x	12	details x	\$50.00	per hour =	\$	4,800.00
TOTAL				KELLEY ROAD \$ 138,930.90			

PAVING

ELINOR LANE

Willow Street to Joe Lincoln Road	1,290	LF x	21	LF =	3,010	SQ YDS
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00
ASPHALT - MACHINE PLACED	440	tons x	\$96.00	per ton =	\$	42,240.00
ASPHALT - HANDWORK	45	tons x	\$175.00	per ton =	\$	7,875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,290	l.f. x	\$0.70	per l.f. =	\$	903.00
12" LINES	25	l.f. x	\$1.32	per l.f. =	\$	33.00
LOAM	65	cu. yd. x	\$15.00	per cu yd =	\$	975.00
HYDROSEED	7,740	sq. ft. x	\$0.12	per sq ft =	\$	928.80
POLICE DETAILS	8 hours x	10	details x	\$50.00	per hour =	\$ 4,000.00
TOTAL				ELINOR LANE \$ 105,914.80		

BAYPORT ROAD

Kelley Road to Joe Lincoln Road	1,185	LF x	21	LF =	2,765	SQ YDS
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00
ASPHALT - MACHINE PLACED	400	tons x	\$96.00	per ton =	\$	38,400.00
ASPHALT - HANDWORK	45	tons x	\$175.00	per ton =	\$	7,875.00
STRIPING						
DOUBLE YELLOW CENTERLINES	1,185	l.f. x	\$0.70	per l.f. =	\$	829.50
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00
LOAM	80	cu. yd. x	\$15.00	per cu yd =	\$	1,200.00
HYDROSEED	10,890	sq. ft. x	\$0.12	per sq ft =	\$	1,306.80
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$ 3,200.00
TOTAL				BAYPORT ROAD \$ 89,597.30		

PAVING

JOE LINCOLN ROAD

Riverside Drive to Belmont Road	730	LF x	21	LF =	1,703	SQ YDS	
DRAINAGE	6	systems x	\$5,700.00	each =	\$	34,200.00	
CASTING ADJUSTMENTS	12	x	\$210.00	each =	\$	2,520.00	
ASPHALT - MACHINE PLACED	250	tons x	\$96.00	per ton =	\$	24,000.00	
ASPHALT - HANDWORK	30	tons x	\$175.00	per ton =	\$	5,250.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	730	l.f. x	\$0.70	per l.f. =	\$	511.00	
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00	
LOAM	35	cu. yd. x	\$15.00	per cu yd =	\$	525.00	
HYDROSEED	4,380	sq. ft. x	\$0.12	per sq ft =	\$	525.60	
POLICE DETAILS	8 hours x	8	details x	\$50.00	per hour =	\$	3,200.00
				TOTAL	JOE LINCOLN ROAD	\$	70,797.60

TRUMET ROAD

Kelley Road to Joe Lincoln Road	625	LF x	21	LF =	1,458	SQ YDS	
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00	
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00	
ASPHALT - MACHINE PLACED	210	tons x	\$96.00	per ton =	\$	20,160.00	
ASPHALT - HANDWORK	20	tons x	\$175.00	per ton =	\$	3,500.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	625	l.f. x	\$0.70	per l.f. =	\$	437.50	
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00	
LOAM	30	cu. yd. x	\$15.00	per cu yd =	\$	450.00	
HYDROSEED	3,750	sq. ft. x	\$0.12	per sq ft =	\$	450.00	
POLICE DETAILS	8 hours x	6	details x	\$50.00	per hour =	\$	2,400.00
				TOTAL	TRUMET ROAD	\$	51,943.50

PAVING

HARNISS ROAD

Kelley Road to Joe Lincoln Road	570	LF x	21	LF =	1,330	SQ YDS
DRAINAGE	4	systems x	\$5,700.00	each =	\$	22,800.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	200	tons x	\$96.00	per ton =	\$	19,200.00
ASPHALT - HANDWORK	20	tons x	\$175.00	per ton =	\$	3,500.00
STRIPING						
DOUBLE YELLOW CENTERLINES	570	l.f. x	\$0.70	per l.f. =	\$	399.00
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00
LOAM	30	cu. yd. x	\$15.00	per cu yd =	\$	450.00
HYDROSEED	3,420	sq. ft. x	\$0.12	per sq ft =	\$	410.40
POLICE DETAILS	8 hours x	6	details x	\$50.00	per hour =	\$ 2,400.00
TOTAL					HARNISS ROAD	\$ 50,905.40

OSTABLE ROAD

Riverside Drive to Bayport Road	450	LF x	21	LF =	1,050	SQ YDS
DRAINAGE	2	systems x	\$5,700.00	each =	\$	11,400.00
CASTING ADJUSTMENTS	8	x	\$210.00	each =	\$	1,680.00
ASPHALT - MACHINE PLACED	150	tons x	\$96.00	per ton =	\$	14,400.00
ASPHALT - HANDWORK	20	tons x	\$175.00	per ton =	\$	3,500.00
STRIPING						
DOUBLE YELLOW CENTERLINES	450	l.f. x	\$0.70	per l.f. =	\$	315.00
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00
LOAM	25	cu. yd. x	\$15.00	per cu yd =	\$	375.00
HYDROSEED	2,700	sq. ft. x	\$0.12	per sq ft =	\$	324.00
POLICE DETAILS	8 hours x	6	details x	\$50.00	per hour =	\$ 2,400.00
TOTAL					OSTABLE ROAD	\$ 34,460.00

PAVING

OLIVER SNOW ROAD

Long Road to Gorham Road	2,275	LF x	22	LF =	5,561	SQ YDS	
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00	
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00	
FULL DEPTH PATCHING	500	sq yds x	\$265.00	per sq yd =	\$	132,500.00	
ASPHALT - MACHINE PLACED	850	tons x	\$96.00	per ton =	\$	81,600.00	
ASPHALT - HANDWORK	75	tons x	\$175.00	per ton =	\$	13,125.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	2,275	l.f. x	\$0.70	per l.f. =	\$	1,592.50	
SINGLE WHITE EDGELINES	4,550	l.f. x	\$0.35	per l.f. =	\$	1,592.50	
12" LINES	100	l.f. x	\$1.32	per l.f. =	\$	132.00	
LOAM	100	cu. yd. x	\$15.00	per cu yd =	\$	1,500.00	
HYDROSEED	13,650	sq. ft. x	\$0.12	per sq ft =	\$	1,638.00	
POLICE DETAILS	8 hours x	12	details x	\$50.00	per hour =	\$	4,800.00

TOTAL

OLIVER SNOW ROAD \$ 287,440.00

OAK STREET EXTENSION

Queen Anne Road to End	1,800	LF x	22	LF =	4,400	SQ YDS	
DRAINAGE	8	systems x	\$5,700.00	each =	\$	45,600.00	
CASTING ADJUSTMENTS	16	x	\$210.00	each =	\$	3,360.00	
ASPHALT - MACHINE PLACED	650	tons x	\$96.00	per ton =	\$	62,400.00	
ASPHALT - HANDWORK	60	tons x	\$175.00	per ton =	\$	10,500.00	
STRIPING							
DOUBLE YELLOW CENTERLINES	1,800	l.f. x	\$0.70	per l.f. =	\$	1,260.00	
12" LINES	50	l.f. x	\$1.32	per l.f. =	\$	66.00	
LOAM	80	cu. yd. x	\$15.00	per cu yd =	\$	1,200.00	
HYDROSEED	10,800	sq. ft. x	\$0.12	per sq ft =	\$	1,296.00	
POLICE DETAILS	8 hours x	12	details x	\$50.00	per hour =	\$	4,800.00

TOTAL

OAK STREET EXTENSION \$ 130,482.00

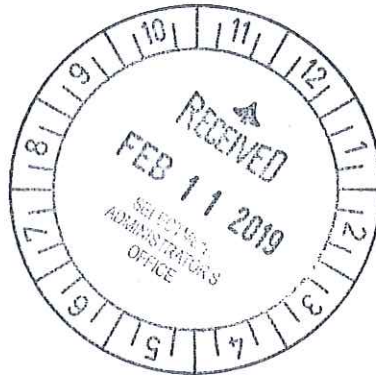
STATE AID MONEY AVAILABLE

	FY13	FY14	FY15	FY16	FY17	FY18	FY19	Totals
State Balance	\$691,457.00	\$690,472.00	\$1,036,157.00	\$686,771.00	\$686,152.00	\$682,328.00	\$817,041.00	\$10,174,496.72
Chipsealing Various FY13	-\$264,581.48							-\$302,257.41
Resurfacing Various FY14	-\$229,725.67							-\$229,725.67
Chipsealing Various FY14	-\$17,567.01							-\$188,381.25
Resurface Various FY15	-\$179,582.84	-\$414,185.25						-\$596,101.27
Drainage Installation FY15		-\$215,111.52						-\$215,111.52
Chipsealing Various FY15		-\$61,175.23	-\$104,718.67					-\$165,893.90
Resurface Various FY16			-\$320,822.50					-\$320,822.50
Queen Anne Drainage			-\$562,492.45					-\$562,492.45
Reclaim Gilbert Lane			-\$48,123.38	-\$213,976.34				-\$262,099.72
Chipsealing Various FY16				-\$161,463.32				-\$161,463.32
Resurface Various FY17				-\$311,331.34	-\$123,978.95			-\$435,310.29
Cracksealing Various FY17					-\$75,559.96			-\$75,559.96
Guardrail Replacement FY17					-\$78,855.48			-\$78,855.48
Chipsealing Various FY17					-\$203,186.80			-\$203,186.80
Resurface Various FY18					-\$204,570.81	-\$189,940.33		-\$394,511.14
Chipsealing Various FY18						-\$215,741.82		-\$215,741.82
Resurface Various FY19						-\$276,645.85	-\$156,853.07	-\$433,498.92
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$660,187.93	\$660,187.93

PROJECT COMPLETED - REIMBURSEMENT SUBMITTED

PARTIAL REIMBURSEMENT RECEIVED - PROJECT COMPLETED

REIMBURSEMENT RECEIVED



247 Station Drive, SE-370
Westwood, MA 02090

William Hayes
Supervisor
Electric Transmission
Vegetation Management

Certified mail-return receipt requested

February 7, 2019

Dear Municipal Official:

This letter is to inform you that Eversource Energy, Eastern MA intends to selectively apply herbicides along the power line rights-of-way that pass through your municipality. This treatment is conducted as a component of an integrated vegetation management program that uses the appropriate mechanical and/or herbicides treatments to control vegetation to encourage the growth of healthy early successional ecological communities that benefit wildlife while allowing for the safe delivery of electricity to our customers.

Eversource Energy, Eastern MA's 2018-2022 *Five-year Vegetation Management Plan (VMP)* for Cape Cod and Martha's Vineyard (Barnstable and Dukes Counties) is posted at the following websites:

<http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html>

<https://www.eversource.com/content/ema-c/about/about-us/doing-business-with-us/municipal-officials/transmission-vegetation-management>

Attached is the letter from Massachusetts Department of Agricultural Resources approving the submitted VMP. In compliance with 333 CMR 11.06-11.07. Receipt of this letter does not necessarily indicate treatment will occur in your town in 2019. For information on location of treatments in a year, please refer to the above links for the Yearly Operational Plan.

All the herbicides selected for this program are registered by the Federal Environmental Protection Agency, the Massachusetts Pesticide Board, and are recommended for use in and around sensitive areas jointly by the Massachusetts Pesticide Bureau and Massachusetts Department of Environmental Protection (please refer to the YOP for specifics).

For inquires concerning the safety of the herbicides please contact:

Director of Rights of Way Program
Department of Food and Agriculture
251 Causeway Street, Suite 500
Boston, MA 02114-2151

If there are any questions or comments relative to technical questions about the treatment program, you would like a hard copy of the VMP, or have any questions about Eversource Energy, Eastern MA and its electrical rights-of-way system please contact William Hayes (781) 441-3932.

Sincerely,

William Hayes

Enc: MDAR 2018-2022 VMP Approval Letter
cc: Board of Health
Board of Selectmen
Conservation Commission
Massachusetts Pesticide Bureau

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

MATTHEW A. BEATON
Secretary

JOHN LEBEAUX
Commissioner

January 29, 2019

William Hayes, Senior Arborist
Eversource Energy, Eastern MA
Vegetation Management
247 Station Drive, SE-370
Westwood, MA 02090-9230

**Re: Notice of Approval of the Eversource Energy, Eastern MA Five Year
Vegetation Management Plan for Cape Cod and Martha's Vineyard
(Barnstable and Dukes Counties) 2018-2022**

Dear Mr. Hayes:

Pursuant to 333 CMR 11.05(4), the Massachusetts Department of Agricultural Resources ("Department") hereby approves the **Eversource Energy, Eastern MA Five Year Vegetation Management Plan for Cape Cod and Martha's Vineyard (Barnstable and Dukes Counties) 2018-2022 ("VMP")**, as revised August 2, 2018. The approval of this VMP was also recommended by a vote of the Rights-of-Way Advisory Panel in accordance with 333 CMR 11.04(5). Copies of the approved VMP should be mailed to the Chief Elected Official, Board of Health, and Conservation Commission of each municipality covered by the VMP.

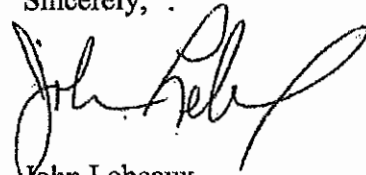
This approval is subject to all provisions of all applicable statutes and regulations, including but not limited to, M.G.L. c. 132B, the Massachusetts Pesticide Control Act, and the Rights of Way Management regulations promulgated thereunder at 333 CMR 11.00 et seq., and all other statutory and regulatory requirements that must be met when performing work in accordance with the VMP. The VMP will remain in effect for the years 2018 through 2022, unless suspended, revoked, or modified.

Please be advised that no action may take place under the VMP until such time as a Yearly Operational Plan ("YOP") has been submitted and approved by the Department in accordance with 333 CMR 11.06.

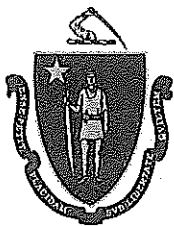
Failure to comply with the VMP, its requirements or representations made therein, or any violations of M.G.L. c. 132B or the regulations promulgated thereunder at 333 CMR 2.00 through 14.00 et seq., may subject the responsible party or parties to agency action and referral of this matter to the Office of the Attorney General for further legal action.

Thank you for your time and efforts in assuring compliance with the Rights of Way Management Program.

Sincerely, .

A handwritten signature in black ink, appearing to read "John Lebeaux", written in a cursive style.

John Lebeaux
Commissioner



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

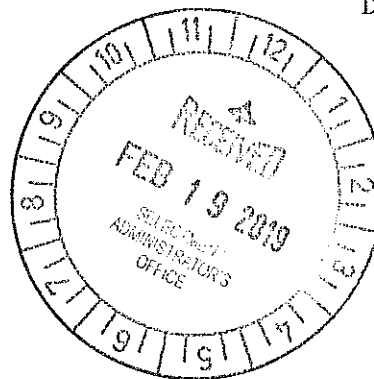
Website: www.mass.gov/mema

Charles D. Baker
Governor

Kurt N. Schwartz
Director

Karyn E. Polito
Lieutenant Governor

Thomas A Turco III
Secretary



February 15, 2019

Thomas Gagnon, Deputy Chief of Police
Town of Harwich
732 Main Street
Harwich, MA. 02645

RE: FEMA-4372-DR-MA March 2018 Severe Winter Storm and Flooding

Dear Deputy Chief Gagnon:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4372-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- Standard Contract Package/Contract Amendment
 - Standard Contract Instructions
 - State Standard Contract Form
 - Attachment A
 - P2 – Project Application Grant Report & PW
 - Project Worksheet FEMA Form 90-91 Subgrant Application
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA)
- MEMA Sub-recipient Pre-Award Risk Assessment (Questionnaire), if applicable
- Record of Environmental Consideration (REC), if applicable

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-1 Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

Please mail original copies of all documents to:

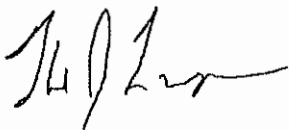
**Massachusetts Emergency Management Agency
Attention: Sherry Leung
400 Worcester Road
Framingham, MA 01702-5399**

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the **originals** returned to MEMA. Fax copies or "stamped" signatures **will not** be accepted.

If you have any questions, please contact Sherry Leung at (508) 820-1436 or at Shirletta.leung@mass.gov.

Sincerely,



Thad Leugemors

MEMA Mitigation & Recovery Section Chief

Attachment: **INSTRUCTION SHEET**

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Christopher Clark	Town Administrator
Thomas Gagnon	Deputy Chief of Police

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

Signature

Town Administrator

Title

508-432-5039

Fax

02/19/2019

Date

508-430-7513

Telephone

cclark@town.harwich.ma.us
e-mail

[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 ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MMARS Department Code: CDA	
Legal Address: (W-9, W-4,T&C): 732 Main Street Harwich, MA. 02645		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Thomas Gagnon, Deputy Chief of Police		Billing Address (if different):	
E-Mail: tgagnon@harwichpolice.com		Contract Manager: Erica Heidelberg, Disaster Recovery Supervisor	
Phone: (508) 962-7234	Fax: 508-432-2530	E-Mail: Erica.heidelberg@state.ma.us	
Contractor Vendor Code: VC6000191822		Phone: (508) 820-2033	Fax: (508) 820-1404
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CTFEMA4372HARWC00073	
		RFR/Procurement or Other ID Number: FEMA-4372-DR-MA	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being ended). \$ <u>29,328.19</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> <u>only initial payment</u> (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: All work is subject to the Stafford Act and all requirements of 'Attachment A' are incorporated under this contract. (Reference CFDA# 97.036) PW PW-00073(0) To reimburse for FEMA 4372 March 2 nd Snowstorm for Emergency Protective Measures Townwide			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as 03/02/2018 a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 5/30/2019 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/19/2019</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christopher Clark</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

PW-00073(0)

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 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

multi-

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.

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COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment 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, s. 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.

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

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

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

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



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

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Lieutenant Governor

Thomas A. Turco
Secretary

Kurt N. Schwartz
Director

February 15, 2019

MEMA Scope, Terms, and Conditions (Attachment A)
CTFEMA4372HARWC00073
Contractor: Town of Harwich

Disaster Declaration

Beginning March 13, 2018, the Commonwealth of Massachusetts experienced a 1-day period of a Severe Winter Storm and Snowstorm (with Snow Assistance). As a result, on July 19, 2018, Massachusetts received a Presidential declaration of disaster designated **FEMA-4379-DR-MA** for the incident period of March 13-14, 2018, including Public Assistance for Essex, Middlesex, Norfolk, Suffolk and Worcester Counties. Snow Assistance will be provided for a period of 48 hours for Essex, Middlesex, Norfolk, Suffolk, and Worcester Counties.

Parties

The Contractor or (sub-recipient) is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the non-Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-recipient of the Commonwealth of Massachusetts that enters into contract # **CTFEMA4372HARWC00073** as described in this Attachment A.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (**PW-00073(0)**).

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4379-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR and 2 CFR 200. As a federal sub-recipient, the Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

Compliance with Environmental Regulations:

The Contractor, as a sub-recipient, must follow all environmental review conditions imposed by FEMA on this grant award; these conditions are in the Record of Environmental Consideration included in this agreement, if applicable. The sub-recipient shall provide copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Sub-Recipients are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44 CFR Part 10, with the initial planning and decision making process for this program.

Insurance:

If the Contractor has insurance on the damaged facility, FEMA Insurance Specialists will review the insurance policy. FEMA Insurance Specialists anticipate that the figure denoted on line item 5900/01 of your 90-91 and described in the Insurance Narrative will be covered through your policy. Therefore these costs would be not eligible for FEMA reimbursement. The Contractor may be required to "obtain and maintain" property insurance to be eligible for this and any future disasters.

Audit Responsibilities

The Contractor, as a sub-recipient, is subject to the above federal and state regulations and related requirements as further described below. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds if required. Should a state, federal, or local audit or other oversight review process reveal that actions taken by the Contractor or approvals made by FEMA or MEMA, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected may be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).

Completion of Work

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 12/25/2018, the FEMA allotted time frame for project completion. All performance must be completed within these dates unless a period of performance extension is executed by both parties prior to the current end date. Based on extraordinary circumstances and when supported with appropriate justification, Period of Performance extensions may be granted by either MEMA or FEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA 60 days before the established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

Contract Dates

Work must be completed based on FEMA's Period of Performance as explained above. The contract end date applies to the contract only and does not extend the time limit on work completion.

Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 39,104.25** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet (Form 90-91), which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is **\$ 29,328.19**. Fiscal year spending is projected as follows:

FY19: **\$ 29,328.19**

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget in the absence of an approved contract amendment.

Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

'Small' and 'Large' Project Payments

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$125,500 for FFY2019) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Project cost overruns must first apply overages from other Small Projects before additional federal funds can be requested. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$125,500 for FFY2019) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel. Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match.

Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost-share obligation (2 CFR 200.306).

All sub-recipients are required (2 CFR 200.302) to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects.

Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4379-DR-MA.

For any project not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package. The form is required if the amount, one time or aggregate, exceeds \$24,999.99.

2 CFR 200 Subpart F Audit Reports, Subpart F Form.

Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Contractor agrees to submit the required Sub-recipient Pre-Award Risk Assessment Questionnaire response form. Sub-recipient agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-recipient acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments.

Sub-recipient Risk Assessment and Monitoring

Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

Internal Controls

Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

Procurement

Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. The Certification of Compliance with Federal Procurement Standards must be signed for each contract issued to the sub-recipient. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or sub-recipient repayment obligations.

Procurement Contract provisions

Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II.

Disclosures

Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.

Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effacing the federal award.

Per 44 CFR 206.253 and FEMA Public Assistance Policy on Insurance (FP 206-086-1), as a condition of FEMA assistance for permanent work to replace, restore, repair, reconstruct or construct a facility, the applicant must insure the facility and/or its contents against future loss (i.e. "obtain and maintain" insurance), with such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazards which caused the major disaster. A sub-recipient should notify FEMA- in writing through the Department of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

FEMA Required Assurances

All sub-recipients must complete the attached Summary Sheet for Required Assurances and any associated assurances required.

Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

Certifications (200.415)

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

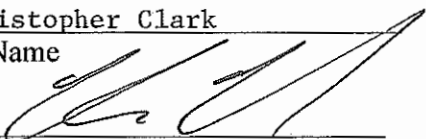
administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

Acceptance of Terms and Conditions

Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

By signing below, the Contractor certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the sub recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

Christopher Clark
Print Name

Signature

Town Administrator
Title

2/19/2019
Date

Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomepage.dio>.

Table 1. Award Information

Name of Entity Receiving Award	Town of Harwich
Street Address	732 Main Street
City, State, Zip	Harwich, MA 02645
Contact Name	Thomas Gagnon, Deputy Chief of Police
Contact Phone Number	(508) 962-7234
Congressional District	9th
Amount of Award	\$ 29,328.19
Nine-Digit DUNS Number	079518239
Transaction Type	Reimbursement
CFDA number or NAICS code	97.036
Program Source	DRMAP-4372
Award Title	FEMA Public Assistance

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

xx

The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

First and Last Name	Title	Annual Salary

Signature of authorized official (signed in blue ink)

Christopher Clark
Printed name of Authorized Official

Date

2/19/2019
Town Administrator
Title

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326¹. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If an applicant does not have documented procurement procedures, MEMA will not provide a contract. If an applicant's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

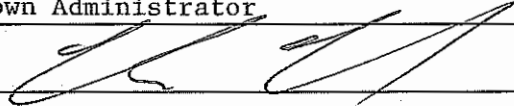
These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

-
1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (*applicant should state Yes or No*) YES

 2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (*applicant should state Yes or No*) YES

Name of person completing this form Christopher Clark

Title Town Administrator

Signature 

Email cc1ark@town.harwich.ma.us

Telephone 508-430-7513

Applicant Organization Name: Town of Harwich

¹ These regulations may be found in their entirety on the U.S. GPO's website here:
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Capture Date: 02/13/2019 13:56

**Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4372-DR-MA**

Number of Records: 1

Applicant ID: 001-29020-00
Bundle #: PA-01-MA-4372-
PW-00073(7)

Applicant: HARWICH (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4372-PW-00073(0)	B	N	12-25-2018	39,104.25

Facility Number:

1

Facility Name:

Damage # 221413; Emergency Protective Measures (Emergency Protective Measures)

Location:

732 Main St, Harwich, MA 02645
221413 Emergency Protective Measures

Work Completed

The applicant utilized force account labor for the Emergency Protective Measures to ensure public safety and protect property by activating/mobilizing the applicant's Fire, Police and Highway Departments in order to respond to threats caused by the severe storm that affected the Town of Harwich.

Cost share for this version is 75%. All work and costs in this project fall between March 2, 2018 and March 5, 2018.

A. Provided police and highway emergency services by guarding downed power lines, barricaded hazardous roads with cones and provided police dispatch center services through force account labor.

B. Provided fire emergency services, responded to fire alarm calls and provided emergency medical services through force account labor.

1. Force Account Labor Overtime - 53 Laborer(s) - 753.8 hours \$39,104.25

Work Completed Totals

1. Force Account Overtime - 53 Laborer(s) - 753.8 hours \$39,104.25

Work Completed Total: \$39,104.25

Project Notes:

1. Scope and cost were developed based on subrecipient cost summaries and certification.

2. Barricade and Fire suppression. Per PDMG, Applicant clarified that cones were used for barricade activities and no fire suppression activities were performed during this event. Reference: 69232 4372DR-MA PDMG Correspondence_18JAN19.

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	39,104.25	0.00	39,104.25
Federal Share (\$)	29,328.19	0.00	29,328.19



PA-01-MA-4372-PW-00073(0) P	
Applicant Name:	Application Title:
HARWICH (TOWN OF)	69232 - "App Cert" Harwich Emergency Protective Measure
Period of Performance Start:	Period of Performance End:
06-25-2018	12-25-2018

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4372-PW-00073(7)	02-12-2019

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID	DATE	CATEGORY
FEMA 4372 - DR -MA	69232	NO. 001-29020-00	01-23-2019	B
APPLICANT: HARWICH (TOWN OF)			WORK COMPLETE AS OF: 01-23-2019 : 100 %	
Site 1 of 1				
DAMAGED FACILITY:			COUNTY: Barnstable	
Damage # 221413; Emergency Protective Measures (Emergency Protective Measures)				
LOCATION:			LATITUDE:	LONGITUDE:
PA-01-MA-4372-PW-00073(0): 732 Main St, Harwich, MA 02645			41.6866349	-70.07287
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-01-MA-4372-PW-00073(0): The Disaster #4372DR, which occurred between 3/2/2018 and 3/3/2018, caused:				
Damage # 221413; Emergency Protective Measures (Emergency Protective Measures)				
During the incident period of 3/2/2018 through 3/3/2018, a(n) Severe Storm(s) created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.				
Provided police and highway emergency services for the protection of public health and safety due to severe storms, flooding and high winds around the Town of Harwich or at 732 Main St, Harwich, MA 02645 (41.6866349,-70.07287600000001) from 3/2/2018 to 3/5/2018.				
Provided fire emergency medical services and call response for the protection of public health and safety due to severe storms, flooding and high winds around the Town of Harwich or at 732 Main St, Harwich, MA 02645 (41.6866349,-70.07287600000001) from 3/2/2018 to 3/4/2018.				
Current Version:				
SCOPE OF WORK:				
PA-01-MA-4372-PW-00073(0): 221413 Emergency Protective Measures				
Work Completed				
The applicant utilized force account labor for the Emergency Protective Measures to ensure public safety and protect property by				

activating/mobilizing the applicant's Fire, Police and Highway Departments in order to respond to threats caused by the severe storm that affected the Town of Harwich.

Cost share for this version is 75%. All work and costs in this project fall between March 2, 2018 and March 5, 2018.

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Work Completed Totals

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Work Completed Total: \$39,104.25

Project Notes:

- Scope and cost were developed based on subrecipient cost summaries and certification.
- Barricade and Fire suppression. Per PDMG, Applicant clarified that cones were used for barricade activities and no fire suppression activities were performed during this event. Reference: 69232 4372DR-MA PDMG Correspondence_18JAN19.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			-
1	9007	Labor	1/LS	\$ 39,104.25	\$ 39,104.25
				TOTAL COST	\$ 39,104.25

PREPARED BY John J McKinnon	TITLE PDMG	SIGNATURE
APPLICANT REP. Thomas Gagnon	TITLE Deputy Chief of Police	SIGNATURE

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Federal Emergency Management Agency
 Project Completion and Certification Report (P-4)
 Disaster: FEMA-4372-DR-MA

Applicant FIPS ID: 001-29020-00 Applicant/Subdivision Name: HARWICH (TOWN OF)

PWA	Amendment #	Approved Proj. Amt.	Cost Share	Cat	Bundle	Work Done By	Projected Compl. Date	% Annual Insur.	Elig. Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-4372-PW-00073	0	\$39,104.25	N	B	PA-01-MA-4372-PW-00073(7)	<i>force</i>	12-25-2018	100	\$39,104.25	<i>3-6-18</i>	<i>\$ 39,104.25</i>	
Total for 1 PWs:		\$39,104.25									\$	
Subgrantee Admin:		\$0.00										
Grand Total:		\$39,104.25										

Generated Date: 02/13/2019 14:11

Federal Emergency Management Agency
Project Completion and Certification Report (P-4)
Disaster: FEMA-4372-DR-MA

Applicant FIPS ID: 001-29020-00 Applicant/Subdivisions Name: HARWICH (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full. I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 39,104.25

Signed: [Signature] Date: 2/13/2019

Signed: _____ Date: _____

Applicant's Authorized Representative

Governor's Authorized Representative

PW
00073



February 4, 2019

Liz Argo, Manager
CVEC
23 H2 White's Path, Suite 2
South Yarmouth, MA 02664

Re: *PB2019-04 Harwich
Waiver of Site Plan*

Dear Applicant(s) or Applicant's Representative,

Attached please find the stamped decision letter resulting from your appearance before the Planning Board on January 29, 2019. Although this document is not required to be recorded at the Registry of Deeds, this office recommends that it be recorded to become a permanent part of the parcel history. This document may be required for future permitting in the Town.

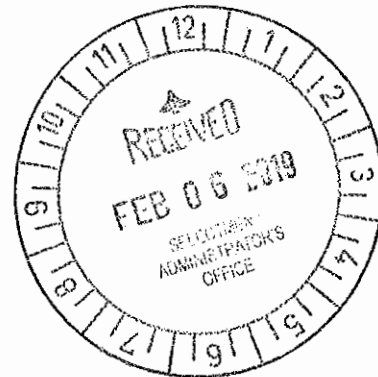
There is no appeal period for this decision.

If you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

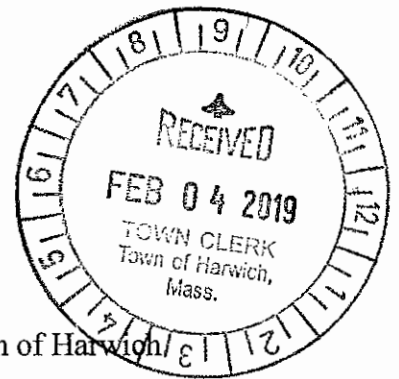
Elaine Banta
Planning Assistant
ebanta@town.harwich.ma.us

✓ enc. 1
cc: Christopher Clark



COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH

PLANNING BOARD DETERMINATION
Waiver of Site Plan Review



Case No: PB2019-04

Applicant/Owner: Town of Harwich

Address: 205 Queen Anne Road

Map 58, Parcel M1-1

Meeting Date: January 29, 2019

Decision Date: January 29, 2019

Meeting

At a duly posted and scheduled public meeting held January 19, 2019, the Town of Harwich Planning Board ("Board") voted to grant approval of a Waiver of Site Plan Review for 205 Queen Anne Road. The request is to allow for the clearing of a wooded area within the Solar Farm Overlay District for pending RFP to develop an additional solar array. The proposal is pursuant to §325-55.F of the Code of the Town of Harwich.

Acting and voting on the matter were members: Mr. Joyce, Ms. Maslowski, Mr. McParland, Mr. Peterson, Mr. Chadwick and via remote participation, Mr. Harris. All votes were taken by rollcall vote.

The Board reviewed and referred to the following materials:

1. Form A application
2. Plan prepared by (Town of Harwich) Engineering showing the proposed area.
3. An aerial photo from Google Earth showing the area.

Town Administrator Christopher Clark represented the applicant providing a presentation on the proposal to allow for the clearing of an area to the west of the existing solar array, located on the capped landfill, to allow for an additional array.

Following comments from the audience, the Board discussed and considered the application.

Findings of Fact

On a motion from Mr. McParland, seconded by Mr. Peterson, the Board voted by rollcall vote 5-0-1 (Mr. Joyce Abstaining) to adopt the following findings of fact:

1. The parcel is in the IL.
2. The application does not substantially change the relationship of the structure, or lack of structure, to the site and to abutting properties.
3. There will be limited impact on other existing uses of the site.

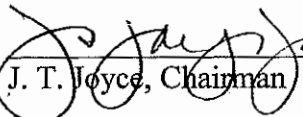
Decision

Waiver of Site Plan

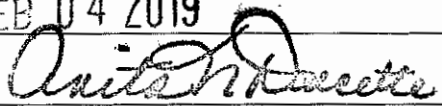
On an amended motion by Mr. McParland, seconded by Mr. Chadwick, the Board voted unanimously by rollcall vote to Approve Case PB2019-04 Town of Harwich - Selectmen, as owner, c/o Liz Argo, CVEC Manager, representative, to approve a Waiver of Site Plan to clear the wooded area of the Solar Farm Overlay district for pending RFP to develop an additional solar array. The application is pursuant to the Code of the Town of Harwich §325-55.F. The property is located at 205 Queen Anne Road, Map 58, Parcel M1-1 in the I-L Zoning District. The decision is based on the findings of facts stated and the fact that the proposal does not substantially change the relationship of the structure to the site or to abutting properties and structures and the application meets the necessary requirements and criteria for approval. It is understood that following the clearing of the trees, the area will be graded and seeded with grass or wildflower mix so as to mitigate any potential runoff. Additionally, the clearing of trees shall be delayed until such time as a viable vendor for the RFP is identified and solidified.

The Vote on the Waiver by Rollcall:

In Favor:	Ms. Maslowski, Mr. McParland, Mr. Peterson, Mr. Joyce, Mr. Chadwick and Mr. Harris
Opposed:	None
Abstain:	None



J. T. Joyce, Chairman

This Decision has been filed with the Town Clerk on: FEB 04 2019


Town Clerk

TOWN OF HARWICH
BOARD OF SELECTMEN & FINANCE COMMITTEE
Joint Budget Hearings
Town Hall - Donn B. Griffin Room
Saturday, March 2, 2019 - 8:00 A.M. – 3:00 P.M.

I. **CALL TO ORDER**

II. **NEW BUSINESS**

A. Joint budget hearings

8:00 am	Call the meeting to Order
8:05 am to 10:00 am	Early Morning Session
	Police
	Fire & Rescue
	DPW
	Harbor / Waterways
	Treasurer/Collector
10:00 am	to 10:05 am Break (5 mins)
10:05 am to 12:00 pm	Late Morning Session
	Golf
	Water
	Wastewater
	Assessor
	IT
12:00 pm to 12:20 pm	Lunch Break
12:20 to 2:30 pm	Afternoon Session
	Council on Aging
	Cemetery Dept.
	Recreation & Youth
	Community Center
	Brooks Library
	Administration/Town Hall
	Ops & All Others
2:30 pm	Wrap up and follow up items
2:45 pm	Adjournment

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: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: February 21, 2019

Friday, February 8, 2019	Article deadline – Warrant closes Noon deadline	Charter 2-2-1/Bylaw 1-101 2nd Friday in February by 12:00 Noon
Monday, February 11, 2019	TA presents budget and budget message to B O S and Fincom	Charter 9-2-4/on or before the 2nd Tuesday of February
Monday, February 18, 2018	MRSD School Vacation	
Tuesday, February 19, 2019	1 st draft Warrant to BOS (presented at meeting)	
Tuesday, February 19, 2019	Articles submitted to Finance Committee by B O S	General By-Laws I, § 271- 1.B. Not later than 14 days after article deadline
Monday, February 25, 2019	BOS required to submit final budget to Finance Committee	Charter 9-3-2 / on or before the 4th Tuesday of February
February 2019	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
Saturday, March 2, 2019	Selectmen and Finance Committee Budget Presentations	
Monday, March 4, 2019	Joint budget/article hearing BOS/Finance Committee	
March, 2019	BOS reviews Warrant articles	
Monday, March 4, 2019	VOTE to sign <u>final</u> Annual Town Meeting Warrant	No new information or changes will be added to the Warrant after this date
Monday, March 4, 2019	Vote to open Special Town Meeting Warrant	All Special Town Meeting Articles must be received 40 days prior to STM
No later than Monday, March 18, 2019	Article funding review by B O S	
Monday, March 18, 2019	BOS votes Special Warrant BOS votes Ballot	
not later than Monday, March 25, 2019	FINCOM submits written recommendations on Budget/Warrant. Joint budget /article hearing with B O S and Fincom reconcillation	Charter 9-3-3/by March 31st
Not later than Monday, March 25, 2019	Fincom conducts one or more hearings on budget	Charter 9-3-3 by March 31st
March 25, 2019	Ballot to Town Clerk	
Monday, April 1, 2019	Send Warrant to Printer Send Warrant to Chronicle (April 18th publication)	Printer needs 2 weeks. Chronicle needs 1 week before publish date
Monday, April 15, 2018	MRSD School Vacation	
Friday, April 19, 2019	Warrants available for public distribution	Charter 2-2-2/14 days prior to Town Meeting
Monday, May 6, 2019	First night of Annual Town Meeting and Special Town Meeting	Charter 2-3-1/1st Monday in May
Tuesday, May 21, 2019	Annual Town Elections	Charter 8-1-1/3rd Tuesday in May



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 2/03/19 THROUGH 2/09/19

PATROL

- 379 Calls and patrol-initiated activity logged
 - 12 Arrests
- 31 Traffic Enforcement Assignments completed
- 45 motor vehicle stops resulting in:
 - 21 Verbal warnings
 - 15 Written warnings
 - 3 Criminal complaints
 - 2 Arrests
 - 3 Investigations
 - 1 No action required
- 3 Motor vehicle accidents investigated
- 1 Drug Overdose (non-fatal)

COMMUNITY POLICING / SRO

- Lt. Considine, Dispatcher Nicholson and officers Brickley and Griffiths attended the Heroes Luncheon sponsored by Monomoy Middle School

ADMINISTRATION

- Meeting with citizen regarding an arrest
- Dangerous Dog hearing attended
- Attended the Barnstable County Regional Emergency Planning Committee meeting
- Meeting with Conservation Agent and commission rep regarding land near the range
- Attended the Parking Advisory Committee meeting



HARWICHPolice

DEPARTMENT

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DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 2/10/19 THROUGH 2/16/19

PATROL

- 326 Calls and patrol-initiated activity logged
 - 7 Arrests
- 32 Traffic Enforcement Assignments completed
- 40 motor vehicle stops resulting in:
 - 21 Verbal warnings
 - 16 Written warnings
 - 1 Criminal complaints
 - 1 Arrests
 - 1 No action required
- 8 Motor vehicle accidents investigated

COMMUNITY POLICING / SRO

- Lt. Considine attended a church safety meeting

ADMINISTRATION

- Lt. candidate interviews conducted
- Attended Southeast Chiefs meeting
- Attended Cape Cod Regional Law Enforcement Council meeting