

SELECT BOARD MEETING AGENDA* REVISED 8.04.2023

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:00 P.M.
Regular Meeting 6:00 P.M.
Monday, August 7, 2023*

Remote Participation Optional:

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

<https://meet.goto.com/794056629>

You can also dial in using your phone.

Access Code: 794-056-629

United States: [+1 \(571\) 317-3122](tel:+15713173122)

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

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position; Harwich Employees Association (HEA)
- B. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

III. **PLEDGE OF ALLEGIANCE**

IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**

V. **JOINT MEETING WITH THE SELECT BOARD AND CONSERVATION COMMISSION**

- A. Discussion on Intermunicipal Agreement with Cape Cod Technical High School

***JOINT MEETING IS CANCELLED**

VI. **CONSENT AGENDA**

- A. Approve Select Board Meeting Minutes:
 - 1. July 24, 2023
 - 2. July 31, 2023
- B. Appoint Kyleigh Lopes and Charles McCaffrey as Student Officers as recommended by Chief of Police
- C. Approve the miscellaneous committee reappointment list
- D. Accept a gift to the town from Guild of Harwich Artists of a bench, including installation, at Doane Park
- E. Approve the following Committee Appointments as recommended by the Select Board Interview Committee:
 - 1. Sophia Pilling, Conservation Commission, term to expire 6/30/2026
 - 2. Brad Hinote, Real Estate & Open Space Committee, term to expire 6/30/2026

VII. **NEW BUSINESS**

- A. Debrief on Select Board Working Group Session held on July 31, 2023
- B. Discussion and vote on Select Board process of comprehensive review of committees
- C. Discussion and vote on dissolving inactive committees
- D. Vote to approve the proclamation recognizing September as National Suicide Prevention Awareness Month in the Town of Harwich
- E. Vote to appoint a Town of Harwich Representative to the Cape Media Board of Directors
- F. Discussion on upcoming changes with Comcast
- G. Discuss Annual Non-Resident Taxpayers meeting
- H. Vote to authorize the Chair to sign a letter of support for the Harwich Fire Association renovation of 203 Bank Street

VIII. **OLD BUSINESS**

- A. Vote to waive the Town's Right of First Refusal for the sale of 17 Woody Glen Road formerly known as 140 Oak Street
- B. Approve and authorize the Chair to sign a permanent easement totaling 760 Square Feet for MassDOT at Saquatucket Harbor for the sidewalk installation on Route 28

IX. **CONTRACTS**

- A. Vote to approve and authorize the Chair to sign a contract amendment in the amount of \$6,500 for Spencer Preservation Group for design services for Brooks Academy Museum
- B. Discussion and possible vote to execute a Grant Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project - \$1,500,000
- C. Discussion and possible vote to execute a License Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project

X. TOWN ADMINISTRATOR'S REPORT

XI. SELECT BOARD'S MEMBER REPORT

XII. CORRESPONDENCE

XIII. ADJOURNMENT

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

Authorized Posting Officer:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
August 3, 2023

CONSENT AGENDA

**MINUTES
SELECT BOARD
HARWICH TOWN HALL
MONDAY, JULY 24, 2023
5:15 P.M. – EXECUTIVE SESSION
6:00 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

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

ALSO PARTICIPATING: Town Administrator Joseph F. Powers

CALL TO ORDER

Ms. Anderson called the Select Board’s meeting to order at 5:15 p.m.

Mr. Handler moved that the Select Board enter into Executive Session as listed below, 2nd by Mr. Howell. The vote was 5-0-0 with Ms. Anderson, Ms. Kavanagh, Mr. Howell, Mr. MacAskill and Mr. Handler all voting aye by roll call.

Mr. MacAskill requested that the Chair work with the Town Administrator to facilitate the Select Board being able to stay in the Griffin Room for their future Executive Session meetings, rather than using the Select Board’s Library.

EXECUTIVE SESSION

A. Pursuant to G.L. c. 30A, sec. 21(a)(3) To discuss strategy with respect to litigation as the Chair has declared that an open session may have a detrimental effect on the litigating position of the Town. In addition to a general discussion of litigation matters, the following cases may be discussed:

Bogen v. Guillemette, Chief of Police of the Town of Harwich; Town of Harwich Conservation Commission v. Smith; 3137, LLC, et al. v. Town of Harwich, et al.; Ember Pizza, Inc., et al. v. Town of Harwich, et al.; Ember Pizza, Inc., et al. v. Town of Harwich and ABCC; Port v. Harwich Local Licensing Authority; Seal Pub v. Harwich Local Licensing Authority; Hall’s Path Enforcement; Jeffrey E. Jones, et al. v. Town of Harwich, et al.; Jones v. Harwich Board of Health and Town of Harwich; King and James M. Kelly v. Harwich Conservation Commission; King and Kelly v. Walter Diggs et al. and the Harwich Conservation Commission; Michael LeBlanc and Sheila LeBlanc, Trustees of the Radar Realty Trust v. Harwich Conservation Commission; McCourt, et al. v. Town of Harwich Zoning Board of Appeals, et al.; Novak v. Town of Harwich Conservation Commission; Walsh Brothers Building Company, Inc., et al. v. Harwich Conservation Commission, and Town of Harwich; Winston and Plunkett v. The Planning Board and the Royal Apartments LLC, et al

Wise v. Harwich Planning Board

- B. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

Ms. Anderson called the meeting back to order following Executive Session. No decisions were made on Executive Session item A and no discussion was had on Executive Session item B.

PUBLIC COMMENTS/ANNOUNCEMENTS

Harwich Chamber of Commerce Executive Director Cyndi Williams was present to report on Wednesday's Port Summer Nights. This Wednesday there is an extra special event where people can purchase a ticket to win a chance to drive in the Seaside Lemans. Tickets are \$50.00 and the winner will be drawn on September 9. Also on Wednesday, Firefly Boutique will be having a summer trunk show.

Mr. Powers reported that this afternoon, representatives from Mass Department of Environmental Protection held a TEAMS call with Town Managers and Town Administrators from the South Coast, Cape Cod and the South Shore. This was to make the public aware that they have made a tentative determination to deny the application as submitted by HOLTECH regarding their request to discharge waste from the Pilgrim Nuclear Power Station into Cape Cod Bay. There is now a period of public comment that will run through August 28, 2023.

PUBLIC PRESENTATIONS/PUBLIC HEARINGS

- A. Public Hearing - Approve the Alteration of Premises application submitted by Cape Roots Market LLC d/b/a Cape Roots Market and Café location at 557 Route 28. Alteration consists of adding additional interior and exterior seating.

Mr. Handler read the legal notice.

Gabe and Brooke Leidner were present.

Mr. Handler moved to open the public hearing, 2nd by Mr. Howell and approved 5-0-0.

Richard Waystack was present and stated that he is a direct abutter to this property. The Leidner's have done a great job with this building. He noted that they are looking to increase some seating and are not looking to become a bar. Mr. Waystack said that this building faces the same parking woes as everyone else downtown. Mr. Waystack encouraged the Select Board to approve this application request.

Mr. MacAskill moved to close the public hearing, 2nd by Mr. Howell and approved 5-0-0.

Mr. MacAskill moved to approve the Alteration of Premises application submitted by Cape Roots Market LLC d/b/a Cape Roots Market and Café location at 557 Route 28. Alteration

consists of adding additional interior and exterior seating, 2nd by Mr. Howell and approved 5-0-0.

Mr. Howell wanted the application to know that the public in general loves Cape Roots and that he wishes them well.

JOINT MEETING WITH THE SELECT BOARD AND BYLAW CHARTER REVIEW COMMITTEE

A. Discussion on letter dated June 13, 2023, from Bylaw Charter Review Committee addressed to the Select Board

Linda Cebula called the meeting of the Bylaw Charter Review Committee to order. Present were Linda Cebula, Sandra Hall and Anita Doucette.

A letter dated June 13 was submitted to the Select Board. Ms. Cebula stated that this conversation is so that her committee can get clarity as to when the Bylaw Charter Review Committee can have access to some of the \$75,000 funds that were passed at the October 2022 Special Town Meeting. They have discussed at a previous meeting how they would like to go forward.

Mr. Powers stated that in the motion that was adopted, the article was restricted to only charter and general bylaw review.

Mr. MacAskill said that he has read the letter submitted and that he has a different take on this and knows that there are 2 processes. Right now, we would have to have an elected group, if we are looking to have an independent set of eyes on the charter. While he does support hiring a consultant, he does not support hiring a consultant for the current charter by law review. He would like a consultant to look at the charter first and then make recommendations. Mr. MacAskill is not in favor of just handing over money for the Bylaw Charter Review Committee to hire a consultant and start the process.

Ms. Kavanagh didn't disagree with Mr. MacAskill and said that she has no problem moving forward in the process but agreed that we need someone to look at the charter from a generic point of view and then ask questions and provide suggestions.

Mr. Howell said that he doesn't know how you would be able to have someone come in under a contract and review a charter generically. There must be some context on why the town did what they did with the charter. He does not see how this can be done without a partnership of some sort. Mr. MacAskill responded that certainly the Bylaw Charter Review Committee would be involved at some point, unless the Select Board wanted to go the route of having a fresh 5 member elected board working with them.

Ms. Cebula read section 7-16-1 from the Harwich Charter and talked about how often the charter should be reviewed. She noted that there is a way that we can all work together and that the charter clearly says that the Bylaw Charter Review Committee is supposed to be reviewing the charter and making recommendations. A concept that was talked about at a previous meeting was that

there would be a consultant to support the review and that each committee member would be assigned sections of the charter for an in-depth review. They would then hold 2 public hearings to gain input from the community. Input would also be requested from the Select Board, Town Administrator, Town Clerk and the various boards and committees. The committee is looking to know where the Select Board would like to go before a consultant is hired for this review.

Mr. MacAskill said that he would like a fresh set of eyes on this. There has been a long-standing charter review committee except for when they took a year off. This has been discussed globally for at least 5 years with a lot of the same complaints, pointing in different directions and legal opinions. A consultant that does this for a living would be able to look at the charter and tell everyone involved where we need to go. He personally would not want to see this review come from the current committee.

Ms. Cebula said that she does think that there is more experience in looking at charters from her committee than the Select Board. In the charter itself, it says that the Bylaw Charter Review Committee should be doing this. She would like to see how everyone can work together on this.

Mr. Handler commented that he does not have a total history of the Bylaw Charter Review Committee with the Select Board but noted that we all agree that hiring a consultant would be in the best interest for the Town of Harwich and that everyone agrees that the charter needs to be looked at. He would be in favor of the Select Board and Bylaw Charter Review to come up with framework that the consultant can use to begin the review.

Mr. Kavanagh feels that everyone agrees that we need to assess where we can make the charter meld together like it is supposed to and look at the areas that might need to be revised. She would like to see us move forward on an RFP to bring a consultant on board and added that it would be important to have the consultant at the hearings. Ms. Cebula responded that Ms. Kavanagh's thoughts make perfect sense and wants to include the provision that the consultant reports go to both the committee and the Select Board.

Ms. Anderson asked Mr. Powers about a possible vendor. Mr. Powers responded that from his experience and the fact that our code book is a product of theirs, suggested General Code. He also wanted to put it out there that the amount of \$75,000 was put out there as that is his signing authority. As the Chief Procurement Officer, he does not think that we will need to use anywhere near the \$75,000 and added that an RFP might not be necessary if it does not go over \$50,000. General Code would be contact and contracted toto analyze the charter and bylaws. From his perspective, this is a policy decision that starts and ends with the Select Board, that is influenced by a committee that they appoint and has an advisory requirement to the Select Board at some level.

Ms. Anderson said that when Mr. Powers explained General Code to her, it made sense as these are the people that are already involved in our code. They could do the review and make a presentation at a joint meeting for what Mr. Powers thinks would be less than \$75,000 and then we could decide if a consultant is needed to do more and if we need an elected body to do a larger review.

Ms. Cebula asked Ms. Hall if she would give a quick dissertation on what an elected charter commission means.

Ms. Hall started with the concept that was presented to them originally as they were given to understand would be a consultant to help guide the committee through the process of revamping the charter. She added that she does not know enough about General Code to make a comment either way. Ms. Hall talked about a previous consultant that was brought in through MMA. She noted that a charter commission is a 9-member elected commission that has to be initiated by a petition of 15% of the town's registered voters from the last State election. She feels that it is a difficult process to get started. Her opinion is to have a 9-person elected commission that would take 12-18 months to do the work and also to hire a consultant in the mode of what MMA has. The charter commission would have hearings and meetings and put together a document for the town to vote on. The charter commission is an independent body that wouldn't answer to the Select Board or Bylaw Charter Review Committee.

Mr. Powers reported that if a municipality is contemplating significant changes to charters and reaches out to MMA, the first step they do is put you in touch with the MMA form of government committee, which he is one of the 9 members of. MMA does not immediately recommend vendors to anyone. They rely upon the form of government committee and comes to a community to advise on next steps.

Mr. Howell said that we are entering our 10th month since this money was approved and have been complaining about this forever. He is frustrated because we are sitting here talking about how nothing is happening, while nothing is happening. Mr. MacAskill responded that there are projects on the procurement list that have been there since 2013, so 10 months doesn't seem that long. He feels that Mr. Powers suggested path to move forward with our current vendor makes sense. He would like to start with an independent party to review the charter and then make recommendations to both groups.

Mr. Handler asked what the time frame would be for the path that Mr. Powers suggested. Mr. Powers responded that there are several key considerations that impact upon procurement. Aside from this policy discussion, the only reason why he as Town Administrator did not move forward on this procurement is because of an amendment that occurred at Town Meeting last year which nullified a key compound to remove the zoning aspect of it for evaluation and this changed the tone and tenor of what was happening. There is nothing that prevents him as Town Administrator, other than intervention from the Select Board, to move forward on this.

Ms. Cebula said that the committee is happy to work together if all of the same pieces of information are shared to both parties. Ms. Anderson promised that information would be distributed to both the committee and Select Board. Ms. Cebula added that we will find that there are very defined pieces of the charter that need attention. Ms. Anderson thinks that we all have a spot here or there that needs tweaking. She asked Mr. Powers if there is any reason that they couldn't provide a joint list of items for particular sections. Mr. Powers responded that he has no objection to that request.

Mr. Handler asked for an understanding of the timeframe to move forward. Mr. Powers responded that he could start tomorrow with or without a vote of the board. If we are looking at this has a Chapter 30b of less than \$50,000 to start, he can solicit 3 quotes of any codification company, modified to say that the must have direct knowledge from the Town of Harwich. Mr. Powers added that this can be a very busy time for New England representatives.

Ms. Cebula commented that she does not see any reference to Select Board in the warrant article. Mr. Powers disagreed and pointed out the reference. The Select Board and Mr. Power as the Town Administrator have done procurement for the town. If we rely upon committees without employees, it is for advice and guidance.

Ms. Hall feels that this does seem to be moving in a good direction, however, the genesis as outlined by Mr. Powers now does not sound at all like what he said to the committee at the time when he was looking for support for the article. She noted that it was presented to them as to be supporting the Bylaw Charter Review Committee to do a top to bottom review of the charter.

Mr. Powers asked the Select Board not to take a consensus on a particular vendor tonight.

Ms. Cebula asked if it would be okay with to hold a meeting sometime in mid-September to hear comment. No members disagreed.

Ms. Cebula adjourned the meeting of the Bylaw Charter Review Committee.

JOINT MEETING WITH THE SELECT BOARD AND TRAFFIC SAFETY COMMITTEE

Linda Cebula called the meeting of the Traffic Safety Committee to order. Present were Linda Cebula, Linc Hooper and Gerry Beltis.

- A. Discussion and possible vote to approve the Cross Street recommendation from Traffic Safety Committee

Ms. Cebula thanked Mr. Handler for attending their meeting. Cross Street from Route 28 to Pleasant Street is a narrow road with cars parked on both sides. When we have all of the activity that we do in Harwich Port, we end up with some parking issues. There are people that park there all day so they can go to the beach. In early 2023, neighbors on Cross Street put together a petition that they delivered to the Traffic Safety Committee, with some of their suggestions. The committee had a general discussion on July 5th to talk about the petition and come to some level of consensus on what changes might be made in the area. A memo dated July 11th was submitted to the Select Board for review. The committee did discuss something like “no beach parking” and if that would be feasible. No beach parking would require the Police Department to be watching the cars and the committee doesn’t think that the police could be expected to monitor the parking 24/7. The committee ended up voting on a “no parking” on one side of the road, to present to the Select Board.

Ms. Anderson asked if there is a Police Officer on the committee. Ms. Cebula responded that there is, as well as a representative from the Department of Public Works. Their input on the committee has been invaluable.

Chief of Police David Guillemette was present and stated that he is in full support of what the committee is presenting.

Al (last name inaudible) was present and stated that he grew up on Cross Street and that his family owns George's Pizza House. He noted that summertime is tough and while parking isn't easy, he feels that the proposal is a step backwards. He acknowledged that Cross Street is narrow, and that people don't want cars on their lawns every day, but that he doesn't see another option. There was an issue with parking 20 years ago and then they lost more parking. While we do rely on tourists, there needs to be give and take. He stated that if you have a house behind a commercial zone, obviously there are going to be people on your lawn. The speaker does not think that the proposal will help the situation and that it is a step backwards and will be bad for local business.

Brianna Woodward was present and agreed that this would be a step backwards, a waste of resources and more of a "not in my backyard" issue. For the most part, Ms. Woodward feels that 80-90% of the people parking there have a food box in their hands. The economy is based on that.

Elizabeth Harder was present speaking as a resident. She noted that Cranberry Liquors seems to have good luck with keeping their 3 parking spaces open for their customers. She does not understand why the first 3 parking spaces on Cross Street, going North from Route 28, couldn't be parking only for George's Pizza. Ms. Anderson responded that the difference is that the Cranberry Liquors parking lot is privately owned where Cross Street is a public road.

Bernadette Waystack was present and said that parking doesn't necessarily work at Cranberry Liquors and agreed that it is different for private lots versus public streets.

Becca Ahrensfield was present and stated that this problem was brought up because of safety on the road. People parking on lawns is not the issue here. The problem is that you cannot get down the road. There is road rage and people are parking incorrectly. Any one of the neighbors could have an emergency and an emergency vehicle could not get down the road. As far as parking, there are 3 spots next to George's Pizza that are 2-hour parking. The other problem are the delivery trucks that come down and block the road at all hours of the day. There is a parking spot next to Dune that the committee is proposing to be live parking. If that was a designated spot, 24 hours a day, that would be great. Ms. Ahrensfield proposed that the 2-hour parking spaces be reduced to 1-hour. At the end of the day, we want our community to be safe.

Spiros Christakis, owner of George's Pizza was present and said that he both agrees and disagrees with what he is hearing. He knows that safety is the issue but feels that this is not the only road in Harwich that has a problem. The problem here is parking. As a business owner, he suggested a straight line of parking on the side of the street as Reciprocity and have time limited parking on the other side and have someone monitor it, with a suggestion that the town could monitor it. Every year parking spaces seem to be lost. Mr. Christakis suggested that the town stop issuing

business licenses until the parking problem is fixed. He feels that Cross Street has been used for so many years without problem and asked how many accidents have happened on the street. No response was heard. While he is in total support of safety, he wants to see that work is done to support the businesses that in the town and that provide jobs for people in Harwich. Because of the music stroll, he suggested that instead of having people park in town, why isn't there some kind of shuttle system.

Mr. Beltis stated that when a meeting was held at the 204, a comment that he made as a private citizen was to ask people that live in the area to come up with a solution. The Traffic Safety Committee is advisory to the Select Board. The map that the committee is presenting was put together from comments of the people that live in the Cross Street area.

Richard Waystack was present and stated that he is not sure where the town owns to the end of an area on the street. A number of years ago, people were putting posts between the sidewalk and the street. When these posts were installed, people were pushed to park further in the road. Many of the posts are now impediments and if they were removed, it may allow for better parking.

Ms. Christakis suggested a one-way from Route 28 down Cross Street to Pleasant Street.

Ms. Cebula reviewed all 5 possible options that were discussed at the committee's July 5th meeting. The decision was the compromise parking option, which is what is being presented tonight.

Ms. Woodward feels that the posts are unsafe for emergency vehicles. She feels that it was counter productive for the neighbors to put up posts and then blame people for the way that they park.

Mr. Beltis asked that the Select Board go with the recommendation as presented adding that it is an easy fix for the time being and can always be changed if it doesn't work.

Mr. MacAskill feels that this is a tough situation in that George's Pizza has been here forever, but he also feels for the neighbors that are getting their cars blocked in their driveways. It seems to him based on the information if it would make sense to look at the posts and rocks that were placed on the road and remove them. He asked there is additional parking that would not interfere with residents' homes. Ms. Cebula responded that realistically, people would go down one block on Cross Street, across Pleasant Street and that the committee would be back before the Board in a year to talk about that problem. She feels that there is a real parking issue in Harwich Port overall.

Mr. MacAskill said that there would be no detriment to having a one-way road on Cross Street. He also asked that the DPW Director look at the impediments and the layouts. Ms. Cebula agreed with the one-way street with an exception for emergency vehicles.

Mr. MacAskill noted that he does plan to ask the Select Board Chair to bring back discussion about the extension of the town parking lot. As Harwich Port continue to grow, another discussion might be about shuttle buses. Mr. MacAskill added that while he cannot support what is being presented as it is, he does recognize that relief is needed.

Ms. Kavanagh was going to bring up the topic of when the town parking lot was created, there was not a site plan presented. She is not opposed to making Cross Street one-way. Ms. Kavanagh commented that one of the biggest changes that would create a lot of relief would be discussion on the shuttle buses. She also asked that the DPW Director look at any impediments to the road.

Mr. Christakis wanted to make sure that this doesn't become a George's Pizza versus the residents of Cross Street issue. People are parking on this road for all the businesses downtown.

As the liaison to the committee, Mr. Handler thanked them for all their work as well as the public who participated in the meeting. He asked why the discussion of a one-way road didn't spark conversation with the committee during their public meeting. Mr. Hooper responded that during the meeting, there were a fair number of residents that said they didn't want to deal with Route 28 in the middle of summer to get to their house on Cross Street.

Mr. Handler said that it is incumbent upon the businesses that if they see a car parking in a live parking, or time restricted parking space, to call the Police Department. The Traffic Safety Committee reviewed the traffic data which did not show much for complaints. At the end of the day, there is a massive parking issue in Harwich Port.

Mr. MacAskill said that a one-way street can simply have a sign at the far end that says no thru-traffic/residents only. Increased police presence would also make sense to him.

Ms. Anderson commented that it has been made painfully obvious that we need to do something about parking. She added that there might need to be discussions with the Chamber about expanded parking in their lot. Ms. Anderson said that she would go with the committee's recommendation at this time and if a one-way street could be considered later.

Mr. Howell asked Chief Guillemette how parking on sidewalks would be viewed if every impediment was removed. Chief Guillemette responded that parking on sidewalks has always been illegal and that tickets would be issued. Mr. Howell followed by saying that the impediments could be removed, but that would only gain inches.

Ms. Kavanagh asked the committee what the time frame would be if they were to proceed with the plan as presented. Mr. Hooper responded that it would be a matter of weeks.

Mr. Handler moved to approve the Cross Street recommendation from the Traffic Safety Committee as presented, 2nd by Ms. Kavanagh.

Ms. Cebula stated that while parking issues are worse in the summer, they are a hassle year round.

Mr. Handler made the motion and said that he would support it, but wanted to make it clear that he would like to explore the one-way traffic flow pattern.

Mr. MacAskill asked if the intent of the motion is to make it permanent going forward. Ms. Anderson responded yes, until we do something differently. Mr. MacAskill said that he has spoke to 2 other businesses that have said this is not year-round problem, and he agreed with that.

Mr. Handler said that even just 6 cars can create a bottleneck. He is in support of this right now but would like to look further for a better solution.

Mr. Howell said that if this motion included an expiration date, he would consider it and then would come back to discuss further. He would not vote on this as a permanent change. Ms. Anderson responded that it can always be voted and then removed later.

Ms. Kavanagh feels that putting an expiration date on this would make everyone move forward to the next phase of a solution.

Richard Waystack was present and asked that something be done tonight for these residents. The Select Board can charge the Traffic Safety Committee to come back at the end of September with additional alterations if necessary.

Ms. Cebula said that what she is hearing is that the committee should continue to look at the street and possible come back with a different proposal. She suggested that they come back closer to December so that they have more time to see what is really going on.

Mr. Handler amended his motion to approve the Cross Street recommendation from the Traffic Safety Committee as presented with an expiration date of November 1, 2023 and that the Traffic Safety Committee report back to the Select Board with other options and for discussion on how the temporary change worked, 2nd by Ms. Kavanagh and approved 5-0-0.

B. Update, discussion and possible vote on the Route 39 and Chatham Road intersection projects

Ms. Cebula gave a brief history of the intersection. At their July 5 meeting, the Traffic Safety Committee was given no support of a proposed one-way going from Route 39 to Chatham Road. The Water Department has delivery trucks that go that way, and it would be too difficult, given their required turning radius. They did discuss briefly about whether or not they could make it a one way, except for trucks, but the decision was that it would cause confusion. Tonight, the committee s looking for action steps and if there is a plan.

Ms. Anderson asked Mr. Powers to comment on this item with respect to procurement. Mr. Powers responded that as he understands from the committee's July 11 meeting, the DPW Director will be working with administration staff to do an acquisition of engineering and surveying support. The engineering and surveying will determine what impact there will be upon the roadway itself. Then this would be added to the capital outlay plan, to then be an article at the next Twon Meeting. That would have us going out to bid for a construction type project around July 1.

Mr. MacAskill stated his disappointment that this is no further than where we were before. The consensus of the Select Board was to have this worked on and get it done. He commented that Mr. Hooper was tasked with reaching back out to the homeowner to see if they were still willing to give or sell the town a piece of land. Mr. Hooper responded that he has had 2 conversations with the owner and that they are amenable to working with the town to get the intersection sorted out. The homeowner's question is how much property is needed. Mr. MacAskill asked what is the status of the tree that was thought to be in the line of site. Mr. Hooper responded that both he and Officer Holmes looked at the tree and agreed that it is not a line of site issue. They did notice a sign that was an issue and it was moved that day.

Mr. MacAskill asked the Select Board members if it would be acceptable to wait to go out to bid on this project on July 1, 2024 or would it make sense to put in a capital request and use existing funds. Mr. Hooper responded that this was discussed at the last traffic safety meeting. He advised the board that there is 2 million dollars in Chapter 90 funds that have been set aside. If the Select Board directs them to move forward, they could get this into the works, although he recommended against using existing funds that have been set aside for drainage projects.

Mr. Beltis asked that since the Town Engineer position has not been filled, would that salary money be available for use. Mr. Powers responded that there is no money available. The town, while continuing to search for a Town Engineer, has relied upon the salary line to contract with an engineering firm, VHB.

Getting back to the Chapter 90 funds, Mr. MacAskill asked if using \$25,000 of that would be crippling. Mr. Hooper responded that it would not and added that from a year and a half ago, he had a number of \$49,900 for engineering and surveying and would have to imagine that it has gone up a little.

Mr. Handler asked what the timeline would be for the next group of grains to go in. Mr. Hooper responded that he would have a better answer later this week after an upcoming meeting. Mr. Handler asked if it would be reasonable to say in the next 6 months or so. Mr. Pelletier responded that they are looking at exploring incorporating the drainage as part of the phase 3 sewer work. Phase 3 construction is being looked at for the spring, with a 24-36 month construction sequence.

Mr. Beltis asked about a fall Town Meeting. Ms. Anderson responded that a fall Town Meeting has not been decided. Mr. Beltis suggested putting in an article for engineering. Mr. Powers responded that while the Select Board does have the right to direct a Special Town Meeting, one is not being contemplated at this time. Mr. Handler added that the Town Meeting would be in the Spring and that there could be an article to replace funds that are used now.

Mr. MacAskill moved that the town, through the direction of the Select Board, direct the Chief Procurement Officer to proceed as allowed under the procurement laws, 2nd by Mr. Howell and approved 5-0-0.

Mr. Hooper commented that engineering and surveying these days has been very challenging.

Mr. MacAskill said that this topic is very important to the Board and that it needs to be worked on right away.

Ms. Cebula thanked the Select Board for their attention to the traffic safety issues discussed tonight.

The meeting of the Traffic Safety Committee adjourned at 8:05 p.m.

Art Bodin was present and stated that he lives at 800 Orleans Road, directly across from the Chatham Road/Route 39 intersection. He feels that this issue has been going on forever and that the best solution would be to make the street one-way. Mr. Bodin commented that the truck drivers don't run the town and that it is them that cause most of the problems. The other issue on Route 39 is the speed limit.

CONSENT AGENDA

- A. Accept the resignation of Carole Ridley, Community Preservation Committee, effective immediately
- B. Vote to appoint Election Workers from names submitted by the Harwich Democratic and Republican Town Committees.
- C. Vote to appoint Noreen Donahue to the By-law/Charter Review Committee, term to expire 6/30/2024
- D. Vote to appoint Phyllis Thomason to the Recreation & Youth Commission, term to expire 6/30/2026
- E. Approve Select Board Meeting Minutes:
 1. July 10, 2023
 2. July 17, 2023
- F. Vote to designate Kathleen Barrette Finance Director/Town Accountant as the American Rescue Plan Act (ARPA) Reporter relative to the Barnstable County ARPA Application Portal

Mr. Handler moved to approve the consent agenda as presented, 2nd by Mr. MacAskill and approved 5-0-0.

Mr. MacAskill paid special thanks to Carole Ridley for her service on the committee. Mr. Howell added that she was the Harwich representative to the Community Preservation Committee and that it will be important to fill that role.

NEW BUSINESS

- A. Discussion, per section 1.16 of the Harwich Liquor License Regulations, for the June 21, 2023, alleged noise violation for Lucky Labrador, Inc. d/b/a Perks located at 545 Route 28.

Ms. Anderson stated that since this is her first liquor violation as Chair, she reached out to Town Counsel. First, the board needs to look at if there was a violation, and then use reasonable judgement about the intention.

Mr. Howell said that the board will typically refer this to the Town Administrator if a hearing is going to be held.

Ms. Kavanagh noted that she read the memo as submitted by the Chief of Police and feels that the officer that was on scene and reported the incident did a great job. Her opinion is that it was just a mix up with the music application and an honest one, adding that the establishment handled it perfectly. Ms. Kavanagh thanked the Chief of Police, the Police Officer and the person who called in the complaint, adding that she thinks it should end here.

Mr. Howell commented that we are in ongoing litigation with other establishments in the area and he would feel more comfortable if we treated these situations up front in the same manner, so everything is done equally. In the past, we have handled all these situations by referring them to the Town Administrator and changing that could set a precedent. Ms. Anderson responded that she has been told that this is not how they have all been handled and that the Chair would decide if they did or didn't need a hearing.

Ms. Anderson feels that this was clearly inadvertent and that 2 new employees that didn't realize that they hit the switch for outside speakers. Whoever the complainant was, if that person had gone next door, they probably could have stopped the noise quicker than by calling the police and waiting for a dispatch. Ms. Anderson doesn't want to burden the Town Administrator with a hearing.

Mr. MacAskill said that when he was Chair he doesn't recall every making a decision on his own about whether or not to hold a hearing. He always referred to counsel. He agreed with Mr. Howell about setting a precedent but doesn't think that this situation rises to the level of a hearing. Given the time of day of the violation and that they were found inside, not outside, he would not support bringing this forward. Mr. Howell said that he would vote to agreed but wanted to get out the rationale for not treating this the same.

Mr. Handler moved that the alleged violation as presented by the Chief of Police does not rise to the level of taking any action, 2nd by Ms. Kavanagh and approved 5-0-0.

Mr. MacAskill asked if a letter should be sent to the business outlining the comments and decision of the meeting. Mr. Powers responded that he would prefer to refer to counsel.

B. Debrief on the Select Board Working Group held on July 17, 2023

Ms. Anderson said that this session was to talk about potential zoning changes that could help increase housing. The Chair of the Planning Board, Chair of the Zoning Board of Appeals and a representative of the Local Planning Committee were present. It was a good session with brainstorming sessions. The attendees came to a consensus of 5 items to move forward with. The

first is to change the zoning code to provide the same rights to build or convert a structure to a two-family residence to the same as a multi-family residence on a non-conforming lot. The 2nd was to expand zoning for apartments over commercial buildings. The 3rd was the Vail Colorado Deed Restriction. The 4th was the Massachusetts General Laws under the zoning act, that added the 40Y, which is known as the starter home district bylaw. The 5th topic was site coverage with less impervious material. None of these items are set in stone, just discussion topics that will probably be pursued further.

Mr. MacAskill thanked Ms. Anderson for putting this together and starting the conversation, adding that these are not hidden meetings and that most towns around us also have working sessions.

Ms. Anderson said that she has been asked for another work session on July 31st to discuss items relating to committees.

Mr. MacAskill feels that it is time to have a work session relating to wastewater.

Ms. Anderson said that she was also going to propose a work session on the Monomoy formula.

- C. Vote to waive the Town's Right of First Refusal for the sale of 17 Woody Glen Road formerly known as 140 Oak Street

Mr. Handler moved to waive the Town's Right of First Refusal for the sale of 17 Woody Glen Road formerly known as 140 Oak Street, 2nd by Ms. Kavanagh.

Mr. MacAskill does not think that the board should act on this tonight as there is information that has not been provided. The Town has a right to not approve this and at least have a discussion on being reimbursed for the taxes owed. Ms. Kavanagh agreed that there is not enough information. Mr. Powers said that there is a time frame element for this which is either 90 or 120 days. If the board defeats the motion, it could potentially cloud the matter.

Mr. Handler moved to withdraw his motion; Ms. Kavanagh withdrew her 2nd.

Mr. MacAskill asked Mr. Powers if he has received any further information on this. Mr. Powers responded that the Assessors have indicated that because the property in question is being removed from the chapter lands exemption 61A. The town will be assessing for rollback taxes for that portion. When the sale goes forward, there would be that rollback action taken and the town would be recouping some of the tax money that would otherwise be owed.

Mr. Howell moved to continue this until the August 7, 2023 Select Board's meeting, to be heard no earlier than 6:00 p.m., 2nd by Mr. MacAskill and approved 5-0-0.

- D. Update on new Watershed Permit Regulations by GHD and Water/Wastewater Superintendent

Wastewater Superintendent Dan Pelletier was present with Anastasia from GHD. The purpose of this agenda item is to initiate discussions about the 2 new regulatory changes from MassDEP and how they will be integrated into the CWMP project. The 2 changes are the revisions to Title 5 and the new water shed permit regulations, both of which were promulgated on July 7, 2023. Once the regulations were promulgated, it designated the 5 coastal water shed areas in Harwich as nitrogen sensitive areas. The regulations outline 2 pathways, one of which is the 2 year Notice of Intent and application period where the town would make a decision to start upgrading all septic systems in nitrogen sensitive areas to nitrogen reducing systems within 5 years, or to implement a 20 year watershed permit for each watershed designated as a nitrogen sensitive area. Under the watershed permit, Harwich would need to meet 75% of the nitrogen load reductions in each watershed within the first 20-year period. There is an exemption for complex projects. Anastasia reviewed the watershed permit requirements as outlined by 314 CMR 21 and also highlighted a portion of the regulation that talks about alternate schedules that can be done based on complex issues.

Mr. Pelletier said that like most, he had a knee jerk reaction when we found out that the 40-year plan was being reduced to 20 years. He added that we have already completed 2 phases of the sewer project and are working on the 3rd, noting that when you look at all of the information, we are looking at a delta of about 7 years and that he doesn't think that we are in as dire a situation as we had anticipated.

Mr. Pelletier said that there is the compression of the timeline and the expansion of the population for targets. How many units of housing we have anticipated sewerage under the old plan is a moving part of the new regulation as well. If we were to take the original phasing plan, Mr. Pelletier would say that the map of the 8 phases would still represent what we need to sewer to remove sufficient nitrogen. Mr. Pelletier said that barring any changes from the local comprehensive plan, we are still at comparable numbers.

Mr. MacAskill asked what the cost of removal of 75% would be versus the cost of 100% removal. How much more borrowing are we front loading to our residents because of DEP's decision of unfunded mandates. Anastasia responded that the financing is something that is actively being pursued. Mr. MacAskill said that the Town of Harwich has been supportive and proactive. At some point, if this starts to not make sense, he feels that Harwich will have to join other towns in telling DEP that pushing this forward does not work without funding from them.

Ms. Kavanagh recognizes that this has been a difficult process to understand and now we have people talking about innovative alternative septic systems and a 20-year timeline. Residents need to understand that they will not need innovative alternative systems if the town can meet the nitrogen loading reduction requirements.

Mr. Pelletier said that he is not sure if it would be appropriate for the Select Board to act tonight to say that we are going to pursue the watershed permit for the 5 watersheds. Memorializing that in a vote would let the public know that we are going down the path of sewerage and would relieve people of having to worry about innovative alternative septic systems.

Russ Kleekamp from GHD was present and said that they have talked about a potential workshop for wastewater. He suggested that if there are questions at any time, that people reach out to GHD directly. They like to keep a record of all questions asked and that they go a long way when the workshops are held. Ms. Kavanagh added that another important place for information is on the town's website as a newsflash.

One concept that was shared was the development of a potential rephasing strategy. The first would be to look at projects outside of nitrogen sensitive areas, look at the first watershed permit cycle and then the second watershed permit cycle. A map of the 2 watershed permit areas was shown. Mr. Pelletier added that as the permit is discussed, he may be able to argue that due to Harwich's complexity and quantity of watersheds, the 75% reduction rate may be reduced.

Mr. MacAskill said that he wants to make sure that there is a conversation about economic development in Harwich Center as he sees no real estate for any economic development whatsoever. He feels that we have no option but to get the watershed permits and take this burden off of having residents having to install innovative alternative septic systems.

Mr. Handler asked if there is a downside to applying for watershed permits. Mr. Pelletier responded that he doesn't not have a good opposing reason why they shouldn't be applied for. It is the most economical way to mitigate the impacts of nitrogen.

The consensus of the board was to move forward with permitting.

Mr. MacAskill said that at some point, he would imagine the town managers association will be talking about DEP's unfunded mandate and how it effects each town. For now, this information looks great, but as we present it to our taxpayers, things may change and it might now look great. Mr. Powers added that there was a hybrid meeting held and that the only thing that was agreed upon was that there was no agreement or consensus on the cape. What Mr. Powers would offer would be to turn it back to the Select Board as members of the Cape and Islands Municipal Leadership Association, as this has already been vetted at his level.

- E. Approve and authorize the Chair to sign a permanent easement totaling 760 Square Feet for MassDOT at Saquatucket Harbor for the sidewalk installation on Route 28

Mr. Handler moved to authorize the Chair to sign a permanent easement totaling 760 Square Feet for MassDOT at Saquatucket Harbor for the sidewalk installation on Route 28, 2nd by Kavanagh.

Mr. MacAskill asked Mr. Powers if there is a map to show what this looks like and whether or not we have reached out to the property owners. He doesn't feel that a vote should be taken before everyone sees a conceptual drawing.

Mr. Handler withdrew this motion and Ms. Kavanagh withdrew her 2nd.

Mr. Howell moved to continue this item until the August 7, 2023 Select Board meeting, no earlier than 6:00 p.m., 2nd by Ms. Kavanagh and approved 5-0-0.

F. Review and take action on G.L. c. 268A, Section 19(b)(3) Disclosure of Non-Elected Municipal Employee of Financial Interest – Emily Brutti, Planning Board

Mr. Powers said that this vote would be if the Select Board deems that the financial interest as indicated in the request is not so substantial as to be deemed likely to impact on the integrity of the project.

Mr. Handler moved to support G.L. c. 268A, Section 19(b)(3) Disclosure of Non-Elected Municipal Employee of Financial Interest – Emily Brutti, Planning Board, 2nd by Mr. Howell and approved 5-0-0.

G. Discussion on abutter complaint regarding Cranberry Valley Golf Course

Mr. MacAskill said that there have been 4 years' worth of conversations regarding this complaint. There is a very upset resident/taxpayer who has submitted photos and articulated where the golf balls are landing on his property. After conversations with the Golf Maintenance Director in the past, the town had conceded to putting a chain link fence around the property to stop people from entering the complainant's yard. The complainant is now building a garage on his property and has submitted photos of golf balls that are landing inside of the foundation hole as well as next to his truck and trailer. The new request is that the town should install a net. The evergreens and fence that were installed are not stopping the golf balls. The net installation would likely cost the town around \$1000. Mr. MacAskill did take the time to speak with the complainant's neighbor, and while they do get some golf balls in their yard, they have not issued any complaints.

Ms. Anderson said that her understanding is that the town installed a fence and was gracious enough to put it on our land so that there was space in between the fence and the complainant's property. Trees and shrubs were also planted. Ms. Anderson also commented that she heard that the property owner took it upon themselves to remove the trees and shrubs which made the property worse. Mr. MacAskill noted that the only tree that was removed was way before the fence and that it was a pine tree so that the property owner could have a better view of the golf course. Ms. Anderson feels that makes no sense and that if you want a better view of the golf course, you are going to get some golf balls.

Mr. Howell doesn't think that that it is a big issue to spend \$1000 for the net and to say that after that, the town is done. The complainant has some reasonable right to have quiet enjoyment of their property.

Mr. MacAskill asked Mr. Handler who the professional golf association is. Mr. Handler responded that he could reach out to a college at the Massachusetts Golf Association. He added that by put a net up would be agreeing that there is an issue and could then lead to other abutters wanted fences, trees, nets, etc.

Ms. Kavanagh feels that we have done a lot and agreed with Mr. Handler about the message that installing a net would send.

Mr. MacAskill commented that what we have done for this situation clearly hasn't worked and agreed that precedence means a lot to him. The town does not have to admit any wrongdoing in the agreement. A simple \$1000 or a vote of the Select Board to have someone from the golf association look at this would go a long way. So far, the complainant has not been afraid to speak up and to have their lawyer send letters.

Mr. Howell moved to request that a professional from the United States Golf Association/Massachusetts Golf Association review the situation and report back to the Select Board with their findings, 2nd by Mr. MacAskill and approved 4-1-0 (Anderson)

Mr. Powers said that he would be concerned about specificity of notice and that there are a number of concerns that he has on his behalf of staff regarding this matter, which is why he took the administrative step of seeking legal opinion when the town received the letter about legal action. He would urge the Board not to take any action tonight. Mr. Powers stated that he does not agree with some of the suggestions that were made in conversations with staff that are fully aware of the issue at the golf course. If it is the Select Board's intent to have professional input outside of staff, Mr. Powers feels that it should go thru the Town Administrator and not the Select Board. Both department heads at the golf course are qualified and rely upon USGA guidance and input, but not for an abutter argument. Mr. Handler agreed that the staff working at the golf course know exactly what they are talking about.

Mr. MacAskill said that the complainant and their neighbor are asking for someone from outside of the town organization for another opinion. With all due respect to the Town Administrator, the complainant sent a request to the Select Board, not the Town Administrator, which is why this is back on the agenda. We have a resident who has been complaining about an issue for 4 years plus. Ms. Anderson responded that she agrees but isn't sure that she wants to spend the money nor take a shot at liability.

Mr. Howell added that this is not a final action. It is a request to have a separate set of eyes give a recommendation so the action can potentially be taken.

Mr. Handler is not so sure that the person that he will call will come out and look. If it is the Select Board's pleasure, he will make a call and inquire.

H. Vote to approve the following Special Permits:

1. Harwich Chamber of Commerce – Event Permit for a Motorcycle Ride – Sunday, September 10, 2023, starting at 9:00 a.m. at Falmouth High School, 874 Gifford Street, Falmouth and ending at 11:00 a.m. at Cape Cod Regional Technical High School, 351 Pleasant Lake Ave

2. Cape Cod Commercial Fisherman's Alliance – One Day All Alcohol & One Day Entertainment Permit – Saturday, August 5, 2023, 5:00 p.m. to 10:00 p.m., 100 Oak Street. Recorded or live music outside

Mr. Handler moved to approve the special permits as outlined above, 2nd by Mr. Howell and approved 5-0-0.

Cyndi Williams was present and thanked everyone for the assistance in moving forward with these events.

Mr. MacAskill echoed the excitement for having the Cape Cod Commercial Fisherman's Alliance in Harwich.

OLD BUSINESS

A. Update from the Town Administrator on ongoing procurement status

Mr. Powers provided an update on all procurements from the projects list as well as a memo that was provided earlier in the day.

Mr. MacAskill thanked Mr. Powers and Assistant Town Administrator Meggan Eldredge for their work but couldn't help but notice and point out a variety of projects, dating back to 2013, that had amounts voted on at Town Meeting. We know that some of the procurement that we are waiting on is fresh, but also know that if we wait a year or two, prices can potentially increase. Given that some of these projects are seemingly not that important because they have not been initiated, why wouldn't the Select Board encourage people to re-apply for them as a capital request. He asked how long items will remain on the list. Mr. MacAskill asked for Mr. Powers' thoughts as to why the Department of Public Works has 22 open procurement items that have not yet been initiated. Mr. Powers specifically looked at the 2013 Article 31 for the library building maintenance. When the descriptor of awaiting initiation was created on the spreadsheet, it was to show the remaining funds. Any of the articles that are older than 2019, as part of his budget process in the last cycle, Mr. Powers reached out to departments and asked why funds couldn't be taken back or transferred. The response given was that they still intend on using the leftover money.

Mr. MacAskill asked to add a column to the spreadsheet to show what funds are leftover versus an article. He is not sure that it would be okay with the taxpayers to think that all of these funds are being kept as savings accounts for spending. If there is an overage and the project has been completed, the remaining funds should be turned back.

Mr. Powers pointed out that there are 12 projects in the RPF status. He could imagine that at least half of the 12 are going now to either contract award final step or complete.

Ms. Kavanagh wondered why some of the items are awaiting initiation for small amounts. Ms. Eldredge responded that the small amount is part of the larger beginning amount. Ms. Kavanagh asked about the 2016 Route 39/Chatham Road date. Ms. Eldredge responded that is an error and

meant to be 2023. Mr. Powers added that 2016 was a reference to a previous version and that he did not want to change the date and be accused of altering the document. The year has not changed, the dollar amount has been added.

Ms. Anderson asked for an update on 276 Queen Anne Road. Ms. Eldredge responded that the URL is the same for all procurement which is Harwich-ma.gov. If you click that link, it will take you to a list of all the RFP's.

Mr. Powers stated that 29% of the procurements that are dealing with are in a state of near completion for the first fiscal quarter. He feels that this is a great number and thanked Ms. Eldredge who is a force at procurement and keeping it all in line. Mr. Powers also thanked all of the department heads for partnering in these projects.

B. Update on the progress of the Intermunicipal Agreement with Cape Cod Technical High School

Mr. Powers, Mr. MacAskill and Town Counsel met with the Administration office at the end of June with Superintendent Bob Sanborn and Erin Orcutt from the Cape Cod Regional Technical High School. Counsel for the tech school was present via phone. A bit of helpful information was covered, and a draft agreement was sent to the town. Mr. Powers latest information says that the town is now waiting on the tech school.

Mr. MacAskill said that there is a finalized draft that will be sent to board members. He asked them to make their comments and will request through the Chair that this be put back on an agenda. The draft has also been sent to the Conservation Administrator and Conservation Commission for their review. There will be a bog tour with the Conservation Commission on August 9, 2023, at 3:30 p.m. Leo Cakounes will be there to go over the property.

CONTRACTS

- A. Authority to file document to execute for the Phase 3 project delegating Town Administrator to sign on behalf of the Town for the Phase 3 project

Mr. MacAskill asked the Town Administrator to forward the board members associated documents.

Mr. Handler moved to file document to execute for the Phase 3 project delegating Town Administrator to sign on behalf of the Town for the Phase 3 project, 2nd by Mr. MacAskill and approved 5-0-0.

- B. Approve an Intermunicipal agreement with Barnstable County for administering the Public Health Excellence for Shared Services Grant

Mr. Handler moved to Approve an Intermunicipal agreement with Barnstable County for administering the Public Health Excellence for Shared Services Grant, 2nd by Mr. Howell and approved 5-0-0.

- C. Approve the contract with Atlantic Recycling Equipment, LLC for the purchase of two Municipal Solid Waste Trailers - \$205,000

Mr. MacAskill commented that Kyle Edson did a great job with the procurement on this. He noted that we are buying 2 more trailers but that there is no mention in any of the documentation of what will happen with the 2 existing trailers. Ms. Anderson responded that she thought it say that they were being replaced. Mr. MacAskill said that there is nothing provided about trading them in. Mr. Powers responded that generally speaking, there is either disposal or surplus property as so declared trade-ins or repurposing.

Mr. MacAskill said that here we are buying more trailers and asked how long Harwich is going to take trash from Provincetown to Yarmouth at the rates that we are taking them and then continue to talk about expansion, where in the given market, we should start to look at Harwich only. Ms. Anderson said that the point is that we might not needed these trailers if we weren't taking care of other towns.

Mr. MacAskill feels that the \$8,000 delivery fee from New Hampshire seems a bit excessive.

Mr. Handler moved Approve the contract with Atlantic Recycling Equipment, LLC for the purchase of two Municipal Solid Waste Trailers - \$205,000, 2nd by Mr. Howell and approved 5-0-0.

- A. Vote to authorize the Chair to sign the Harwich Green Communities grant extension

Mr. Handler moved to authorize the Chair to sign the Harwich Green Communities grant extension, 2nd by Mr. Howell and approved 5-0-0.

- B. Discussion and possible vote to execute a Grant Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project - \$1,500,000

While the board did not put a limitation on grant agreements that the Town Administrator can sign, this is a large number, hence the approval request.

Mr. MacAskill asked who is going to take the project lead on this. Mr. Powers responded that the Director of Natural Resources would be the primary point of contact.

Mr. Handler moved to execute a Grant Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project - \$1,500,000, 2nd by Mr. MacAskill and approved 5-0-0.

TOWN ADMINISTRATOR'S REPORT

Report will be given at the August 7, 2023 meeting.

SELECT BOARD'S MEMBER REPORT

Mr. Howell said that he attended the 5th annual Cape Verdean Festival on Saturday and that it was a terrific event. It is educational and applauded everyone who showed up. He invited everyone to next years festival.

Ms. Kavanagh congratulated Heinz Proft on his retirement. Mr. Proft is a valuable asset lost and will be hard to replace. She wished him luck.

Mr. Handler thanked everyone who came to their office hours session at the library last Thursday. It was extremely beneficial for all.

Mr. MacAskill commented that several attended Mr. Proft's retirement party and that it was a touching event.

Ms. Anderson reported that one of the visitors at the open hours was the new president and vice president of the Cranberry Harvest Festival. They talked about the festival and how much money they give back to the town. They wanted to promote their events in September as well as music events at the 204.

CORRESPONDENCE

No correspondence was discussed.

ADJOURNMENT

Mr. Handler moved to adjourn the Select Board meeting, 2nd by Mr. MacAskill and approved 5-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

**WORKING GROUP MINUTES
SELECT BOARD
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
WORKING GROUP SESSION 6:00 PM
MONDAY, JULY 31, 2023**

MEMBERS PARTICIPATING: Mary Anderson, Chair, Julie Kavanagh, Vice Chair, Michael MacAskill and Don Howell and Jeff Handler, Clerk

ALSO PARTICIPATING: Joseph F. Powers, Town Administrator, Emily Mitchell, Town Clerk, Jen Clark, Assistant Town Clerk and Ellen Powell assisting the Town Administrator's Office with Committees

CALL TO ORDER: Madam Chair called the meeting of the Harwich Select Board to order at 6:00 p.m. on Monday, July 31, 2023.

TOPICS:

- I. Discussion on the following items related to Town of Harwich Committees.
 - Annual Committee Meetings
 - Leveraging technology resources
 - Compliance with regulatory requirements
 - Governance
 - Other

- II. Discussion on proposed topics for future working sessions and discussion on future dates

Work Session began at 6:01 p.m. Jeffrey Handler, Clerk, arrived at approximately 6:50 p.m. Discussion began with Joe Powers providing an overview of the committee assessment/review process and materials Emily Mitchell and Jen Clark have been drafting. Emily provided detailed information on the number of compliance issues related to committees and members who need open meeting law training, have not been sworn in still need to take ethics training etc. Emily will also share "working" documents with Select Board members once she has been able to clean them up. The need for town email addresses for committee members was presented and the Committee Handbooks needs revamping since it was last updated in 2017. The discussion about the number of committees, missing charges & need to update a committee charge or reassess the charge of certain committees was discussed by the Select Board. The Board needs to move forward in assessing what Committees should remain in place and what, if anything, the Board should do to reduce the number of committees and determine the role of alternates and/or number of members on particular boards. Ellen Powell and Don discussed the reappointment process and need to improve communication on whether members are still interested in serving. Don noted if the chair or the interview committee is to have such discussions, they must start in March in order to meet the reappointment timeline.

July 31, 2023

Michael MacAskill feels we should start with the “low lying fruit” to develop a process to address the issues. Jeff Handler asked if there are a certain number of times committees must meet and Ellen Powell noted many committees overlook their charge or do not know what the charge is so meetings are not always occurring when they should or as often as they should. Don Howell noted the Traffic Safety Committee has not addressed safety issues, such as speed on Route 137, in the past but does not think the citizen participants on that committee should be removed. Discussion of term limits was raised by Michael MacAskill. Julie Kavanagh feels we should take the information the Town Clerk provides and assess the list by first discussing with the various department heads that have affiliated committees to determine if the committee remains useful for the department head and the town at large. Mary Anderson feels we should start the assessment by speaking with department heads then talk to committee members before making any decisions. The need to use technology to improve tracking on missing items due (ethics, swearing in etc.) along with reappointments was also discussed. Don Howell asked if there was an ability to create a “tickler” reminder for expiring appointments etc.

Emily also mentioned social media accounts that are operated by the Town and the need for a town wide social media policy. The town does not currently have a policy. Select Board members agreed there is a need to move forward with assessing committees and it will place on the agenda for the next regular Select Board meeting. Mary Anderson noted future topics for the working group should be wastewater and Monomoy Regional School District budget funding mechanism.

ADJOURNMENT: Motion to adjourn made at 7:45 p.m. by Michael MacAskill and seconded by Jeff Handler

Respectfully submitted,

Julie Kavanagh
Vice Chair
Harwich Select Board

July 31, 2023



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: *Board of Selectmen*
Joseph Powers
Town Administrator

FROM: **David J. Guillemette**
Chief of Police

DATE: July 26, 2022

SUBJECT: Student Officer Appointment Recommendation

Background

The Harwich Police Department has an authorized strength of thirty-five sworn full-time officers. We are currently in the process of filling four full-time positions and anticipate more openings occurring due to potential retirements.

The police department held a selection process recently and would like to recommend two candidates for appointment as Student Officers.

Kyleigh Lopes is currently employed by the town of Harwich as a police dispatcher. Kayleigh has worked for the Harwich Police since 2021. Kyleigh holds a Bachelor of Science in Operations Management from the University of Massachusetts Dartmouth.

Charles McCaffrey attended Bridgewater State University where he studied physical education. Charles is also a nationally certified EMT licensed in Massachusetts.

Both Kyleigh and Charles have completed all the necessary requirements to attend the Basic Recruit Police Academy in Plymouth which is scheduled to start in mid-August.

Harwich Police Department – Memorandum

Board of Selectmen – Student Officer Appointment Recommendation

July 26, 2023

Page 2

Recommendation

I am therefore respectfully requesting that Kyleigh Lopes and Charles McCaffrey be appointed as STUDENT OFFICERS effective August 14, 2023.

I have attached both conditional offers of employment for your review.



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

May 17, 2023

Kyleigh Lopes



Dear Kyleigh,

Congratulations on being selected as a finalist for the position of full-time police officer with the Harwich Police Department. I am very pleased to provide you with this conditional offer of employment. Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize your appointment.

This offer is contingent upon you successfully passing a complete background investigation, a physical examination to include a standard drug screen and psychological examination, a successful negative check of the National Decertification Index and fulfillment of all of the additional statutory requirements set forth by the Peace Officer Standards and Training Commission to become a Certified Law Enforcement Officer under Chapter 6E section 4.

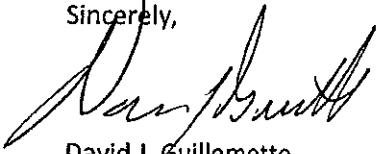
If you are successful in passing all of these phases you will be recommended for appointment as a Student Officer by the Town Administrator with approval by the Board of Selectmen at a date to be determined. Upon successful completion of the Basic Recruit Academy you will be appointed a full time police officer by the Town Administrator and the Board of Selectmen.

You will be required to serve a twelve month probationary period which will commence on your date of appointment as a full time police officer. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the Harwich Police Federation on all contractual matters. I would also like to bring your attention to the attached police academy tuition agreement which requires your signature.

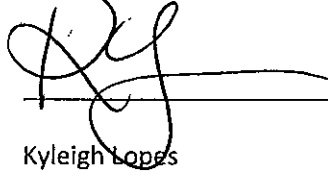
Your starting salary will be full time police officer hiring step which is an annual salary of \$55,972.15.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document.

Sincerely,



David J. Guillemette
Chief of Police



Kyleigh Lopes

05/20/23

Date

CC: Personnel File
Town Administrator



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530

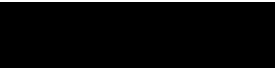


DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

May 17, 2023

Charles McCaffrey



Dear Charles,

Congratulations on being selected as a finalist for the position of full-time police officer with the Harwich Police Department. I am very pleased to provide you with this conditional offer of employment. Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize your appointment.

This offer is contingent upon you successfully passing a complete background investigation, a physical examination to include a standard drug screen and psychological examination, a successful negative check of the National Decertification Index and fulfillment of all of the additional statutory requirements set forth by the Peace Officer Standards and Training Commission to become a Certified Law Enforcement Officer under Chapter 6E section 4.

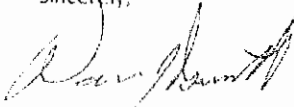
if you are successful in passing all of these phases you will be recommended for appointment as a Student Officer by the Town Administrator with approval by the Board of Selectmen at a date to be determined. Upon successful completion of the Basic Recruit Academy you will be appointed a full time police officer by the Town Administrator and the Board of Selectmen.

You will be required to serve a twelve month probationary period which will commence on your date of appointment as a full time police officer. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the Harwich Police Federation on all contractual matters. I would also like to bring your attention to the attached police academy tuition agreement which requires your signature.

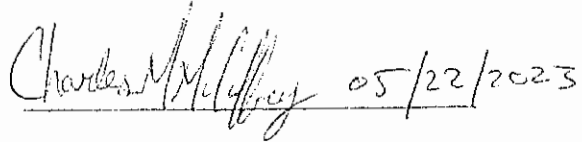
Your starting salary will be full time police officer hiring step which is an annual salary of \$55,972.15.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document.

Sincerely,



David J. Guillemette
Chief of Police



Charles McCaffrey

Date

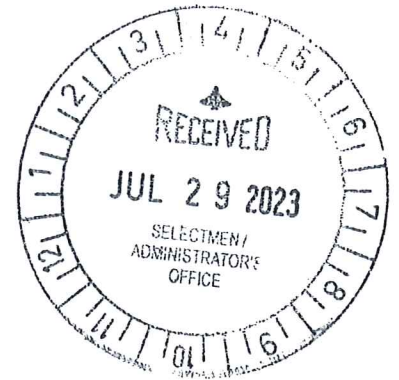
CC Personnel File
Town Administrator

Miscellaneous Committee Re-appointments for approval:

<u>Organization</u>	<u>Expiration</u>	<u>First Name</u>	<u>Last Name</u>
ADA Coordinator	6.30.2034	Meggan	Eldredge
Barnstable County Waste Management Advisory	6.30.2024	Lincoln	Hooper
Barnstable County Regional Emergency Planning Committee	6.30.2024	Joseph	Powers
Barnstable County Regional Emergency Planning Committee (Alternate)	6.30.2024	Craig	Thornton
Cape Cod Regional Transit Authority Representative	6.30.2024		
Cape Cod Joint Transportation Committee	6.30.2024	Joseph	Powers
Cape Cod Joint Transportation Committee (Alternate)	6.30.2024	Lincoln	Hooper
Forest Warden	6.30.2024	David	LeBlanc
Hazardous Materials Coordinator	6.30.2024	David	LeBlanc
Health Officer	6.30.2024	Carrie	Schoener
Local Emergency Planning Committee	6.30.2024	David	LeBlanc
Local Organization Committee on Hazardous Waste	6.30.2024	Carrie	Schoener
Municipal Coordinator for Toxic Waste	6.30.2024	David	LeBlanc
Right-To-Know Coordinator for Hazardous Materials	6.30.2024	David	LeBlanc
Oil Spill Coordinator	6.30.2024	David	LeBlanc
Shellfish Constable	6.30.2024		
Tree Warden	6.30.2024	Lincoln	Hooper



For Art and Community
www.guildofharwichartists.org



July 29, 2023

Eric Beebe, Director
Recreation Department
100 Oak Street
Harwich, MA 20645

Re: Guild of Harwich Artists Bench Donation Request

The Guild of Harwich Artists would like to fund the installation of a commemorative bench in Doane Park, Harwich Port. Doane Park being the Guild's 'birthplace.' In the mid-1970's several artists led by Georgia Dearborn and Vivien Oswell started selling their art in the park. They were soon joined by other artists mounting weekly art shows during the summer season.

Forty-three years later the now 75-member Guild still exhibits their art in Doane Park on Mondays from July to Mid-September. A bench commemorating our founding would be a fitting addition to this well-used public space enjoyed by many during the season.

Time is of the essence. Vivien Oswell recently celebrated her 100th birthday with Guild members at her art exhibit at 820 Main Street Gallery, in Harwich Port. Vivien has agreed to donate a portion of her many paintings to the Guild. The plan is to sell her paintings in the park on Monday Labor Day of this year to raise the funds for the bench. The Guild will front the money once approved by the town. It would be wonderful if everyone could work together so Vivien would be able to sit on 'her bench' by then. Please feel free to contact me with any questions.

Michael Rudden, President
Guild of Harwich Artists
259 Spruce Road,
Harwich, MA 02645
msrarch@gmail.com
617.851-3960

Cc: Town of Harwich Select Board

732 Main Street
Harwich, MA 02645
Via: Emily Mitchell, Town Clerk

Cc: GHA Board

Recommendations from the Select Board Interview Committee

Following posted interviews held on Wednesday, July 26, 2023 we would like to recommend to the Board the following appointments:

<u>Applicant:</u>	<u>Vacancy</u>	<u>Term/Recommendation</u>
Sophia Pilling	Conservation Commission	Recommend appointment to full position; term to expire 6.30.26
Brad Hinote	Real Estate & Open Space Committee	Recommend appointment to full position; term to expire 6.30.26

Submitted by:
Donald F. Howell
Michael D. MacAskill

CITIZENS ACTIVITY VACANCY FORM

Volunteer Now – Serve Your Community

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

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

CITIZENS ACTIVITY VACANCY FORM BOARD OF SELECTMEN 732 Main Street, Harwich, MA 02645

Name: Sophia Pilling Street/P.O. Box: [REDACTED]
Town/Zip: Harwich 02645 Telephone: [REDACTED]
Email: [REDACTED] Occupation: Garden Manager

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council Committee
- Forest Committee
- Harwich Energy & Climate Action Committee
- Historic District and Historical Commission
- *Planning Board
- Real Estate and Open Space Committee
- Traffic Safety Committee
- OTHER _____

OTHER

- Affordable Housing Trust
- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Voter Information Committee
- Youth Services Committee

RECREATION

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

* Please include a resume with form

****Please complete back of form.



EDUCATIONAL BACKGROUND: see resume for details

BA from UMass

Putney School, VT

Mass. Certified Horticulturist (expired)

RELEVANT SKILLS:

Horticulture, Native plants, Strong plant ID overall, familiarity with ecological principles as well as the landscape/garden industry. Familiarity with some conservation commission requirements/proceedings.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

Very interested in ecological preservation. Also think my experience (15 years) in professional gardening would be beneficial.

EDUCATION

University of Massachusetts, Amherst (2009)

Bachelor of Arts in Individual Concentration: Globalization, Cultural Ecology and Sustainability
Graduated Cum Laude with a GPA of 3.6. Independent major was self-motivated and designed.
Areas of study included horticulture, sociology, anthropology, biology and psychology.

School for International Training – Kathmandu, Nepal (Fall 2007)

Study Abroad: Culture & Development Studies
GPA: 3.48
Studied language, culture, and politics of Nepal.

The Putney School - Putney, VT (2004)

High School Diploma
Elected to Student Trustee position, Awarded a Senior Cabin.

Massachusetts Nursery & Landscape Association (2015)

Massachusetts Certified Horticulturist

WORK EXPERIENCE

Assembly Required LLC, Osterville, MA

Feb 2019 - Present

Head Gardener

- Manage gardens and landscape of 20 acre private estate
- Work with landscape contractor and architect to install new plantings in 2019-2021
- Manage team of 9 gardeners
- Manage subcontractors and liaison with construction management, conservation commission, architects, property managers and homeowners
- In charge of ordering, invoicing, billing, organizing of all plant material and hard goods
- Manage day-to-day operations and scheduling of garden work

Parterre Garden Services, Chatham/Cambridge, MA

March-Jan 2014 -2019

Lead Gardener 2014-15, Field Manager 2016-17, Field Director 2018

- Lead Gardener position consisted of typical fine gardening tasks of pruning, mulching, plant ID, containers/holiday/annuals installation, planting, driving company vehicle.
- Field Manager work was client-focused, I managed roughly 30 accounts, some as “Single Point of Contact” which meant I liaised on all of the landscape services ranging from mowing and irrigation to tree work and pest management.
- Field Director - as Field Director I was in charge of all hiring, day-to-day operations, ordering, scheduling, and quality control. I oversaw one Field Manager and remained in the manager role for many of my clients from the previous years.

Private Estate, Chatham, MA

September – November 2013

Head Gardener

- Hired to oversee extensive gardens at private estate. Areas included herbaceous borders, vegetable gardens, containers, composting, tree care, topiaries, water gardens, roses, and more.
- Required intensive hard work, learning new exotic plants, and an exceptional amount of people skills.

Bedworks Organic Garden Design & Maintenance, North Chatham, MA

2007 - 2013

Gardener

- Position maintaining high-end gardens required attention to detail, knowledge of native and ornamental plants, proper pruning and planting methods, physical stamina and strength, and the ability to work well in a team environment.
- Responsibilities included utilizing specialized gardening knowledge and skills, facilitating communication between the owner and other employees and clients, running small machinery, driving a pickup/dump truck, and designing small projects when given the opportunity.

Vers Restaurant, Chatham, MA

2013 - 2019

Seasonal Fine Dining Server

SKILLS

- Extensive knowledge of plants including ornamentals, native New England flora, vegetable/herb/cut flower gardens, and indoor tropicals.
- Keen eye for detail balanced with the ability to take a step back and see the big picture.
- Passionate about container gardening of all types.
- Able to focus on a variety of tasks, willing to be challenged.
- Enjoys working with a team and building lasting relationships.
- Small engine operation and basic maintenance.



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

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

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

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

Name Bradley R. Hinote Street/P.O. Box [REDACTED]

Occupation Assessor Email [REDACTED]

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

RECREATION

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

OTHER

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

* Please include a resume with form

EDUCATIONAL BACKGROUND:

High School: Bishop Connolly High School, 1995-1999, graduated summa cum laude.

College: Providence College, 1999-2003, B.A. Political Science

Professional: certified Mass. Accredited Assessor #1313, December 2017

RELEVANT SKILLS:

Five years in the private sector as a data collector and crew chief with Vision Government Solutions, a private revaluation and assessing services provider in Massachusetts, Rhode Island and Connecticut.

Three and a half years as assistant assessor in the town of Yarmouth.

Two years as director of assessing in the town of Orleans.

Expertise on MGL Ch. 59 and all sections relevant to assessing, including statutory exemptions and deferrals, methods of valuation, real estate and personal property abatements, motor vehicle and boat excise and the BLA's interim adjustment/revaluation process.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

My wife and I bought our home in Harwich in January of 2017. I moved to the Cape in December 2014 and hope with all my heart to never have to live anywhere else in my lifetime.

Now that we're settled in, I'd like to find some way to be of service to my community and given my experience in assessing matters this seemed like a great place to start.

Bradley Hinote

Experience

Director of Assessing

Town of Orleans, Orleans, MA

August 2018 – present

Duties: Managing all day-to-day operations of the assessing division.

Major Functions:

- Maintaining the town's assessment database for all real and personal property,
- Completing all annual re-assessment requirements as prescribed by Mass. Gen. Laws. and the Dept. of Revenue, including sales analysis, income/expense analysis, administration of Ch.61/61A/61B programs, parcel splits/merges and the annual tax recap.
- Performing all field work to meet cyclical inspection requirements and calculate the town's annual new growth.
- Investigating all appeals for abatement and making recommendations to the three-member Board of Assessors.
- Providing customer service to Orleans taxpayers on questions of valuation, motor vehicle and boat excise, abutter's lists, and general town business.
- The Orleans Assessing office is a US Passport Acceptance Agency.
- Supervision, training, and performance review for one employee.

Appraisal Assistant/Finance Technician

Assessing Division, Town of Yarmouth, South Yarmouth, MA

September 2016 – August 2018

Duties: Assisting with generation, mailing, and processing of all annual office correspondence including income/expense statements, sales verification questionnaires and residential/charitable exemption applications.

Assisting with weekly download, entry and coding of all property transfers.

Responding to all customer inquiries regarding real estate, personal property, motor vehicle/trailer/boat excise tax bills and their respective abatement procedures.

Creating and certifying abutter's lists.

Partook in annual sales analysis including NAL code reviews, outlier analysis and created a comparables chart for all 1,600+ residential condos in town.

Providing training and guidance on office policies and procedures to interns, colleagues and Mature Workers.

Major Projects Completed:

- Created and maintained a new comprehensive in-house data collection program to reduce reliance on contractor services by \$50,000 annually. Yarmouth now annually conducts 4,000 cyclical inspections, 500 building permit inspections and 500 sales inspections. In addition, we rewrote the town's data collection manuals from scratch.
- Created residential exemption databases whereby customer information that is required annually by repeat applicants is automatically filled in for them in a new application prior to mailing them out for the new fiscal year.
- Completed over a decade's worth of land of low value foreclosures in-house, saving the town thousands in attorney's fees and clearing the town books of

several uncollectable properties.

- Converted many office forms to fill-in PDFs and added them to the town's website. Many had to be updated to bring them up to modern standards.
- Wrote or updated scores of training manuals covering all office procedures involving Vision CAMA and Munis; assisted with creation of public training videos that are currently available on the town website.

Finance Assistant

Assessing and Treasurer/Collector Divisions, Town of Yarmouth, South Yarmouth, MA
December 2014 – September 2016

With Collector/Treasurer: Responsible for creating the town of Yarmouth's weekly payroll including all payroll auditing processes (verifying earnings, rates, deductions, accruals, etc.) and ensuring compliance with several collective bargaining contracts.

Daily functions included: processing daily cash deposits from various town departments, conducting bank transfers to cover weekly vendor and payroll obligations, processing payroll authorizations and personnel actions for 500+ full/part-time and seasonal employees.

Compiled and authored new documentation manuals for all procedures where required.

With Assessing Division: Assisted in conducting the FY2016 state-mandated revaluation program. Responded to any customer inquiries regarding all aspects of the mass appraisal process, including data collection, stratification, sales analysis, field review and the billing process.

Providing exemplary and customer service to the town's residents and various business partners with a focus on respect, transparency and accuracy of information.

Crew Chief/Data Collector

Vision Government Solutions, Inc., Northborough, MA
January 2013 – December 2014

Conducted comprehensive data listing and building permit projects for residential and commercial properties in Yarmouth, MA, Duxbury, MA and Fairfield, CT.

Performed inspections and closures on residential building permits and reviewed data and prepared a written report on the 2014 town-wide Pictometry analysis.

As crew chief, responsible for managing a four-person team of data collectors, along with overall organization and oversight on the project. Delegated work assignments, performed quality-assurance checks on all submitted work and field reviews for select work, provided additional training and guidance where required, maintained and submitted weekly production numbers and served as the primary liaison between the project site, the Director of Assessing and the corporate office.

Education

Massachusetts Association of Assessing Officers

Mass. Accredited Assessor designation #1313
December 2017

Bachelor of Arts - Political Science

Providence College, Providence, RI
1999-2003

High School Diploma - *summa cum laude*

Bishop Connolly High School, Fall River, MA

1995-1999

Interests

Proficient with Microsoft Office suite (Word, Excel, PowerPoint, Access, Outlook).

Proficient with Windows XP, 7, 8 and 10 operating systems.

Software systems: PK Appraisal System, Vision CAMA, ArcGIS, Munis, BusinessObjects, Crystal Reports, Adobe Acrobat, Laserfiche, Mass. RMV's new ATLAS system and the CivicsPlus web-building platform.

Knowledge in PC hardware, components and assembly.

Typing speed 70 words per minute.

References

References are available on request.

NEW BUSINESS



Town of Harwich

TOWN CLERK'S OFFICE

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

memo

TO: Select Board

CC: Joseph Powers, Town Administrator
Ellen Powell, Select Board/Administrator's Office

FROM: Emily Mitchell, Town Clerk

DATE: August 7, 2023

RE: **Committee Items – New Business B and C**

As a follow up to the Select Board Working Session held on July 31, 2023 and in support of your discussion on New Business Items B and C this evening, I have prepared the following information in partnership with of the Administration Office and included three reference documents for your review.

Town of Harwich Committee Highlights – August 7, 2023

This one-page reference document condenses key facts and statistics about the current status of Town Boards, Committees, and Commissions (herein “committees” for simplicity). The remaining documents explore these topics in greater detail.

Town of Harwich Committee Governance Details

This spreadsheet categorizes all active committees based on their *highest* governance authority, and includes references to *all* governing sources I have been able to locate. The majority of committees have multiple governance references. For example, a committee may be authorized by state law, included in the Town Charter, and defined in greater detail by Select Board charge.

A few notes as to aid your reading of the included governance citations:

- The citations to Massachusetts General Laws are limited to the sections that either mandate or authorize the formation of the committee. Many committees, especially those that are regulatory or statutory in nature, are referenced in multiple sections of the General Laws; those additional references are not included here.
- The creation of several committees was initiated by a vote of Town Meeting. The specific Town Meeting actions varied with some serving to create the committee and others either authorizing or directing the Select Board to create it. The specific language is included with the Town Meeting citation.
- For committees with Select Board charges, I included the year of adoption and the year of most recent revision. In some cases, there were intermediate revisions that are not referenced.

Proposed Select Board Committee Review Tool

As you discuss a process for systematically reviewing Town committees, I've drafted a template review sheet you may find helpful. If or when you decide to review individual committees, staff in the Clerk's Office and Administration Office would fill in the details as a cover document and provide you with copies of cited governance references to support your analysis. This is merely a proposal to aid in your discussion on a comprehensive review process; I am happy to revise or eliminate based on your feedback.

Inactive/Dissolved Committee Details

Presently, there are 15 committees listed on the "Boards/Committees" page of the Town of Harwich website that appear to be either formally dissolved, long inactive, combined with another committee, or better categorized as staff. A detailed breakdown of these 15 committees is outlined below.

Dissolved/Disbanded

1. Ad Hoc Harwich Port Parking Committee – expired 6/30/2019
2. Harwich Ad Hoc Noise Containment Committee – on hold per Select Board as of November 2020
3. School Committee (Harwich) – disbanded 2012
4. Trails Committee – disbanded October 2017
5. Station #2 Renovation/Rehabilitation Committee – disbanded May 2019

Inactive

1. Architectural Advisory Committee – last agenda posted 2016
2. Building Code Board of Appeals – website description says "currently inactive", unable to locate specific dates of last activity
3. Saquatucket Development Committee – last agenda posted 2017
4. Wastewater Support Committee – last agenda posted 2019
5. Wireless Communications Regional Committee – unable to locate any information; sole member listed on website with an indefinite term is deceased
6. Town Administrator Search Committee – last agenda posted 2020

Merged

1. Pleasant Bay Resource Management Alliance Steering Committee – merged with Pleasant Bay ACEC Steering Committee – 2015

Better Categorized as Staff

1. Constables
2. Shellfish Constables
3. Herring Supervisors

These committees are listed on the website in the same location as active committees. They carry no specific notation that they are dissolved, combined, or inactive. The Select Board may wish to consider having these committees either moved to a separate, dedicated page on the website or otherwise carrying a notation that they are no longer actively meeting. I would advise against removing them entirely, as several do have agendas, minutes, or other records linked to the committee page.

I look forward to your discussion. Our office remains committed to a continued partnership with the Administrator's Office and Select Board in support of your review process.



Town of Harwich

TOWN CLERK'S OFFICE

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

Town of Harwich Committee Highlights August 7, 2023

As of today, the Town of Harwich appears to have **42 active boards, committees, and commissions** (including regional committees to which Harwich elects/appoints non-staff representatives). These committees are variously created and governed by Massachusetts General Laws, the Town of Harwich Charter or Bylaws, Select Board charge, or other specific agreements to which the Town is a party.

A brief highlight of committee statistics is presented below:

- **42 Committees** (Governance Overview: Regulatory – 6, Required by State Law – 6, Charter – 9, Select Board Charge – 14, Other Agreement - 8)
- **248 Total Committee Seats**
- **225 Distinct Individual Members** (accounts for intentional overlap by design; see below)
- **36 Vacancies**
- **23 Seats *Intentional* Membership Overlap** (e.g. Community Preservation Committee is comprised of 9 members, with 7 seats populated from members of other town committees)
- **29 Seats *Coincidental* Membership Overlap** (e.g. individuals who currently serve on multiple committees by coincidence rather than design)

Accounting for vacancies, intentional overlap, and coincidental overlap, the Town presently has approximately 160 active, unique committee members.

Fifteen additional committees are currently listed on the Boards/Committees tab of the Town of Harwich website. These committees appear to be either formally dissolved, inactive for a significant period of time, and/or better categorized as staff. Several other regional committees were excluded from the above analysis if their Town of Harwich participation was limited to having staff, rather than community, representatives.

Town of Harwich Committee Governance Details

Regulatory			Required by State Law			Charter			Other Agreement			Select Board Created		
Committee	Governance	Seats	Committee	Governance	Seats	Committee	Governance	Seats	Committee	Governance	Seats	Committee	Governance	Seats
Select Board	MGL c. 41, § 1 (Town officers to be elected); MGL c. 43B (Home Rule) Charter 1-2-1; Charter ch. 3	5	Board of Assessors	MGL c. 41, § 24 Charter 7-6 Bylaws 7-10	3	Water/Wastewater Commission	Charter 6-6 MGI c. 41, § 69A (Water Commission); MGL c. 41, § 63 (Sewer Commission)	5	Monomoy Regional School Committee	Charter 6-5 Monomoy Regional School Agreement	4	Accessibility Rights Committee	Select Board Charge - adopted 1991 (change from "504 Committee" to "Disability Rights Committee"), most recent revision 2023 MGL c. 40, § 8J	9
Board of Appeals	MGL c. 40A, § 12 Charter 7-12-1 Bylaws 7-10	10	Board of Registrars	MGL c. 51, § 15	4	Waterways Committee	Charter 7-14 Bylaws 7-10 Select Board Charge - 1985	9	Caleb Chase Trust Fund	Established with donation from Caleb Chase in 1899	3	Agricultural Commission	2004 ATM, Art. 54 - <i>directed Select Board to establish</i> Select Board Charge: 2004 MGL c. 40, § 8L	7
Board of Health	MGL c. 41, § 21 (authorization for SB to appoint Town Officers) MGL c. 111, §§ 26-33 (general authority) Charter 7-4 Bylaws 7-10	5	Harwich Housing Authority	MGL c. 121B, § 5 Charter 6-8 (Charter language currently inconsistent with state law re composition)	5	Bylaw/Charter Review Committee	Charter 7-16 Bylaws 7-10 Select Board Charge - adopted 1995, revised 1996	5	Affordable Housing Trust	MGL c. 44, § 55C 2018 ATM, Art. 40 - <i>to accept MGL c. 44, § 55C and establish AHT</i> Declaration of Trust Bylaws Chapter 140	5	Bikeways Committee	Select Board Charge - adopted 1995, most recent revision - 2017 (Predecessor Committee: Bike Path Study Committee, established 1983 ATM, Art. 12 - transitioned to current Bikeways Committee via 1995 charge)	7
Conservation Commission	MGL c. 40, § 8C (established); MGL c. 131, § 40 (Wetlands Protection) Charter 7-7 Bylaws 7-10	9	Finance Committee	MGL c. 39, § 16 Charter 9-1	9	Capital Outlay Committee	Charter 9-5 Select Board Charge - 1995 MGL c. 41, § 106B	7	Cape Cod Commission	Cape Cod Commission Act (1990)	1	Brooks Academy Museum Commission	1988 ATM, Art. 18 - <i>established</i> with description 1989 ATM, Art. 13 - amended	5
Historic District/Historical Commission	MGL c. 40C, § 4 (Historic District Commission); MGL c. 40, § 8D (Historical Commission) Charter 7-9 Bylaws 7-10	8	Community Preservation Committee (required if Town has accepted MGL c. 44B, §§3-7, accepted by TOH in 2004)	MGL c. 44B, § 5 Bylaws 7-11	9	Cemetery Commission	Charter 7-15 Bylaws 7-10 MGL c. 114, § 27	3	Cape Cod Regional Tech School Committee	Cape Cod Regional Technical High School Agreement	2	Community Center Facilities Committee	1998 STM (September), Art. 5 - <i>directed Select Board to create</i> Select Board Charge - adopted 1998	5
Planning Board	MGL c. 41, § 81A Charter 7-5 Bylaws 7-10	9	Brooks Free Library Board of Trustees	MGL c. 78, § 10 Charter 6-7	7	Council on Aging Board of Directors	Charter 7-8 Bylaws 7-10 MGL c. 40, § 8B	7	Pleasant Bay ACEC Steering Committee	Memorandum of Understanding between four member towns (Harwich, Orleans, Chatham, Brewster)	2	Forest Committee	MGL c. 45, § 21 1952 ATM, Art. 81 - <i>to establish a Town Forest Committee</i> (unable to locate a charge)	3
						Cultural Council	Charter 7-11 Bylaws 7-10 MGL c. 10, § 58	9	Barnstable County Assembly of Delegates	Barnstable County Charter	1	Harwich Energy and Climate Action Committee	SB Charge - adopted 1995, most recent revision - 2022	7
						Golf Committee	Charter 7-13 Bylaws 7-10 1973 ATM, Art. 88 - <i>instruct Select Board to establish</i> Select Board Charge - adopted 2008	7				Harwich Housing Committee (the Housing Committee is not created/governed by the Charter or Bylaws, but is referenced in the Bylaws in two locations (representative to CPC - chapter 7; working with Affordable Housing Trust - chapter 140))	Earliest Select Board Charge on file - 2001, most recent revision - 2017	5
						Recreation and Youth Commission	Charter 7-10 Bylaws 7-10	7				Local Planning Committee	Select Board Charge - 2021	11
												Real Estate and Open Space Committee	1997 ATM, Art. 41 - <i>authorized Select Board to create</i> Select Board Charge - adopted 1997, most recent revision - 2008	7
												Traffic Safety Committee	Select Board Charge - adopted 2014, most recent revision - 2022	5
												Treasure Chest Committee	Select Board Charge - adopted 2010, most recent revision - 2018 (confirmatory vote by Select Board to put 2018 charge "back in action" in 2021)	7
												Voter Information Committee	Unable to locate any formal governance documents; VIC is referenced in the Select Board Committee Handbook	5
												Youth Services Committee	Select Board Charge - adopted 2002, revised - 2010	5
	Total Seats:	46		Total Seats:	37		Total Seats:	59		Total Seats:	18		Total Seats:	88
	Total Committees in Category:	6		Total Committees in Category:	6		Total Committees in Category:	9		Total Committees in Category:	7		Total Committees in Category:	14
Total Seats (All Categories):		248												
Total Committees (All Categories):		42												

Authorized, but not required, by state law

Town Meeting vote impacting upon creation of committee



732 MAIN STREET, HARWICH, MA 02645

**National Suicide Prevention Month
Proclamation 2023**

WHEREAS; With September being recognized as "Suicide Prevention Awareness Month," the Cape and Islands Suicide Prevention Coalition invites our communities, mental health advocates, prevention organizations, survivors and allies to join us in helping to destigmatize mental health and take proactive action toward suicide prevention. We seek to raise awareness and visibility of mental health and suicide prevention resources in our communities and help connect individuals with the appropriate support services; and

WHEREAS; According to the American Foundation for Suicide Prevention (A.F.S.P.), suicide is the second leading cause of death among individuals between the ages 10 and 34 with more than 48,000 people dying by suicide annually in the United States; and

WHEREAS; With an average of 132 suicide deaths daily and each one directly impacting 100 additional people, including friends, service members, family, social media connections, and neighbors we know a significant number of individuals have been impacted by suicide;

WHEREAS; Barnstable County's suicide rate is 1.5 times higher standing at 14.2 per 100,000 vs the state of Massachusetts' suicide rate of 9.5 per 100,000, we recognize the need to create hope through action locally;

WHEREAS; Our local Cape and Islands Suicide Prevention Coalition works hard to spread the word about prevention, awareness, education and action

WHEREAS; Harwich, Massachusetts publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

WHEREAS; We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW, THEREFORE, be it resolved that I, Select Board of the Town of Harwich, do hereby proclaim the month of September 2023 as National Suicide Prevention & Action Month in Harwich, Massachusetts.

Mary E. Anderson, Chair

Julie E. Kavanagh, Vice-Chair

Jeffrey F. Handler, Clerk

Donald F. Howell, Member

Michael D. MacAskill, Member

HARWICH SELECT BOARD



Ribbon Ceremony and Lunch

Please join us as we hang ribbons of remembrance for those we have lost to suicide and support the many survivors of suicide loss for National Suicide Prevention Month.



Cape Cod Community College

Inner Courtyard

1:00-2:00 pm

September 14, 2023

All are welcome to attend the Cape and Islands Suicide Coalition General Membership meeting following the ribbon ceremony and lunch from 2:00-3:00pm, in person or virtual <https://capecod.zoom.us/j/98375687504?from=addon>



The Institute for Mental Health Training Offerings

QPR, a 1-1/2 hour training, stands for Question, Persuade, and Refer — the 3 simple steps anyone can learn to help save a life from suicide. Just as people trained in CPR and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help.

SafeTALK is a half-day training program that teaches participants to recognize and engage persons who might be having thoughts of suicide and to connect them with community resources trained in suicide intervention. SafeTALK stresses safety while challenging taboos that inhibit open talk about suicide. Training must be held in person.

Mental Health First Aid is a 6-7 hour skills-based training course that teaches participants to identify, understand and respond to mental health and substance-use issues. Training can be a blended format of virtual and in person.

ASIST Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. Although ASIST is widely used by healthcare providers, participants don't need any formal training to attend the workshop—anyone 18 or older can learn and use the ASIST model. Training must be held in person.

For more information, or to schedule a training, please contact Maura Weir, Co-chair Cape and Islands Suicide Prevention Coalition, capeandislandsSPC@gmail.com



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/CapeCodCommunityCollege



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@capecodcomcol



capecod.edu

CAPE COD COMMUNITY TELEVISION CORPORATION
BYLAWS OF THE BOARD OF DIRECTORS

ARTICLE I
GENERAL

Section 1 – Cape Cod Community Television Corporation

This organization is incorporated under the laws of the Commonwealth of Massachusetts and shall be known as the Cape Cod Community Television Corporation, (the Cape Media Center or Media Center). .

Section 2 – PURPOSE

The Cape Media Center is a 501(c)3 nonprofit corporation whose primary function is that of public access management. The Cape Media Center serves the towns of Barnstable, Brewster, Chatham, Dennis and Harwich and manages public access channel 99 on the Comcast cable system. The corporation also provides public meeting space, television production studios, media production facilities and equipment, as well as a wide variety of workshops and training classes.

The Cape Media Center is a membership organization governed by a Board of Directors who are responsible for strategic direction of the corporation and sound fiduciary policies and processes. The roles, responsibilities, and requirements of the Board and individual Board members are outlined herein.

Section 3- NATURE

The Cape Media Center shall be a non-profit, non-partisan and non-sectarian and shall take no part in, or lend its support to, the election or appointment of any candidate for political or public office in local, county, state or national elections. The Media Center may support or advance policy positions as they relate to local, county, state or national matters. The Cape Media Center shall observe all local, state, and federal laws which apply to a non-profit organization as defined in Section 501(C)(3) of the Internal Revenue Code.

ARTICLE II MEMBERSHIP

Section 1 – ELIGIBILITY

Any person, firm, association, corporation or partnership, having an interest in public access media is eligible to be a member of the organization. Membership will be active as long as dues are paid in full.

Section 2- HONORARY MEMBER AND/OR DIRECTOR

Any person rendering distinction in public or private affairs in the community shall be eligible for consideration as an honorary member of the organization and/or director of the board. All privileges shall be enjoyed by this person except the right to vote, and he or she shall be exempt from payment of membership dues. The Board of Directors shall confer or revoke this distinction by majority vote.

Section 3 – ELECTION AND GOOD STANDING

Applications for membership shall be in writing, on forms provided by the Media Center, and signed by the applicant. Application for membership can also be done electronically. Election of members shall be by a majority vote of the Board of Directors at any meeting thereof. Any applicant so elected shall become a member in good standing upon payment of the regularly scheduled investments/dues.

Section 4 – INVESTMENTS/DUES

Membership investments/dues shall be at such rate or rates, schedule or formula as may be from time to time prescribed by the Board of Directors.

Section 5 – TERMINATION OR DENIAL OF MEMBERSHIP

- A. Any member may resign from the Media Center upon written request to the Board of Directors, dues are not refundable.
- B. Any member may be expelled by the Board of Directors by a two-thirds vote for non-payment of dues after ninety (90) days from the date due, unless otherwise extended for good cause.
- C. Any member may be expelled by a two-thirds vote of the Board of Directors, at a regularly scheduled meeting thereof, for conduct prejudicial or damaging to the aims or repute of the Media Center or its members, after notice and a reasonable opportunity for a hearing not more than thirty (30) days following notice are afforded the member, dues are not refundable.

- D. Membership may be denied by the Board of Directors based upon a good faith determination that the proposed membership would be inconsistent with the corporation purpose of the Media Center.

Section 6 – VOTING

In any proceeding in which member voting by the Board of Directors is called for, each regular member in good standing shall be entitled to cast one vote. Absentee ballots may be requested and cast by a written proxy, fax or e-mail.

Section 7 – EXERCISE OF PRIVILEGES

Any individual, business or association may appoint an individual whom the holder desires to exercise the privileges of membership covered by its subscriptions (the “Member’s Representative”), the member shall have the right to change its Member’s Representative upon written notice or may do so electronically.

ARTICLE III MEMBERSHIP MEETINGS

Section 1 – ANNUAL MEETING

The annual meeting of the membership of the Cape Media Center, in compliance with state law, shall be held at a location within the organization’s service area during the month of October of each year. The time and place shall be fixed by the Board of Directors and notice thereof mailed, either electronically or through the US Postal Service, to each member at least fifteen (15) calendar days before said meeting.

Section 2 – ADDITIONAL MEETINGS

- A. Special meetings of the membership of the Cape Media Center may be called by the President or Board of Directors at any time, or upon petition in writing of any ten percent (10%) of regular members in good standing. Notice of special meetings shall be mailed to each member at least five (5) days prior to such meetings and shall set forth the time, place and purpose thereof.
- B. Meetings of the Board of Directors may be called by the Chair or by the Board of Directors upon written application of four (4) members of the Board. Notice, including the purpose of the meeting, shall be given to each Director at least two (2) days prior to said meeting.
- C. Committee meetings may be called at any time by the Chair, Vice Chair, committee chairs or the Executive Director.

Section 3 – QUORUMS

At any duly called special meeting of the membership of the Cape Media Center, ten percent (10%) of members shall constitute a quorum. A majority of Directors then in office and present shall constitute a quorum of the Board of Directors meetings. For committee meetings, a majority of the Committee Members shall constitute a quorum, except when a committee consists of more than nine (9) members, in which event five (5) shall constitute a quorum. Voting may be by written electronic proxy delivered to the Chairman.

For membership meetings proxy votes will be allowed and shall be counted for the purpose of establishing a quorum. Proxy votes are not allowed for Board of Director or Committee Meetings.

Section 4 – NOTICES, AGENDA, MINUTES

Written notice of all Cape Media Center meetings must be given at least seven (7) days in advance unless otherwise stated. An advance agenda must be prepared for all meetings. Minutes of the prior meeting must be reviewed at the following meeting. Minutes are to be in a form that highlights and captures all discussion and decisions. Minutes of all Board meetings will be retained in a permanent file.

ARTICLE IV BOARD OF DIRECTORS

Section 1 – COMPOSITION OF THE BOARD OF DIRECTORS

The Board of Directors shall be composed of no less than seven (7) regular members and no more than eleven (11) regular members. Each member appointed to the Board is eligible to serve two three-year terms.

The issuing authorities of the towns served may appoint a representative to the Board of Directors subject to all Bylaws, terms and term limits.

No employee of the Corporation shall serve as a member of the Board of Directors. No close relative (domestic partner, sibling, parent or child) of an employee of the Corporation shall serve as a member of the Board of Directors. **Directors who leave the Board due to terming out or by resignation, may become employees of the Corporation following a term of 1 year and 1 day from the date of leaving the Board.** No Board member will receive compensation from the corporation with the exception that they may be reimbursed for reasonable and necessary expenses incurred in the performance of services on behalf of the Corporation.

Section 2-POLICY

The government and policy making responsibilities of the Cape Media Center shall be vested in the Board of Directors, which shall control its property, be responsible for its finances and direct its affairs. The Board of Directors is responsible for establishing and, through the Executive

Director, implementing policy and procedures of the Cape Media Center. These policies shall be reviewed regularly and revised as necessary by the Board of Directors.

Section 3 – BOARD OF DIRECTORS’ CONDUCT

Individuals serving on the Board of Directors shall be members of the organization in good standing. Directors may be expelled from the Board of Directors by a two-thirds (2/3rds) vote of the Board of Directors, at a regularly scheduled meeting, for conduct prejudicial or damaging to the aims or repute of the Cape Media Center or its members.

Section 4 – MANAGEMENT

The Board of Directors shall employ an Executive Director as described in Article VII.

Section 5 – INDEMNIFICATION

The Cape Media Center shall, by resolution of the Board of Directors, provide for indemnification by the Cape Media Center of any and all of its Directors or former Directors against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they or any of them are made parties, or a party, by reason of having been Directors of the Cape Media Center, except in relation to matters as to which such Director shall be adjudged in such action, suit or proceeding to be liable for negligence, malfeasance or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence, malfeasance or misconduct.

Section 6 – MEETINGS

The Board of Directors shall meet every other month at a regularly scheduled time and place to be determined by the Board at the first meeting of the Board following the annual meeting of the Cape Media Center. The Board of Directors may with a majority vote choose to cancel no more than one of the six regularly scheduled meetings. As necessary, the Board of Directors may choose to hold additional meetings as warranted. The additional meetings can be called by the Board Chair, any officer of the Board or any Board member in good standing. Notices, agendas and minutes of these additional meetings will follow the process outlined in Article III, Section 4. **Board meetings may be held virtually if necessary or required. Additionally, Board members may attend a Board meeting virtually and have all rights of those attending in person including voting.**

Section 7 – ACTION BY UNANIMOUS CONSENT

The Board of Directors may approve action by written unanimous consent in lieu of a meeting discussion and vote. Consent may be given in writing or electronically. Actions which may be considered under Unanimous Consent include prior Meeting Minutes, Financial Reviews and Committee Reports.

ARTICLE V
COMMITTEES

Section 1-STANDING COMMITTEES

The following standing committees are established:

A. Finance Committee

The Finance Committee shall prepare an annual budget in conjunction with the Executive Director, which shall be approved by the Board of Directors. The Finance Committee shall meet to review the financial condition of the Media Center monthly. The Financial Committee is composed of the Board Treasurer, the Chair of the Board, the Executive Director and one additional Board Member.

B. Personnel Committee

The Personnel Committee shall be responsible for at least annual reviews of the Executive Director's performance and shall oversee policies and procedures for all employees and staff. The committee shall present to the Board of Directors the results of their review and any recommendations for adjustments in the Executive Director's compensation and benefits. The Board of Directors will have final determination in adjusting the Executive Director's compensation. The committee shall be composed of the Chair, Vice Chair and two members from the Board of Directors.

A. Nominating and Governance Committee

It is the Nominating and Governance Committee's charge to select candidates to serve new three (3) year terms and fill any vacancies on the Board of Directors. The Nominating and Governance Committee will also select candidates from the Board of Directors to fill the officer positions for the new fiscal year. The Committee shall also review all governance related matters affecting the organization, including annually reviewing these Bylaws. The committee shall be composed of the Chair, Vice Chair, Executive, and one member of the Board of Directors. Prior to selecting candidates to serve as board members and to submitting those names to the board and membership, the Nominating and Governance Committee will make best efforts to define needs of the board and will focus on identifying individuals who meet those needs. The purpose of the Nominating and Governance Committee is to select board members who will advance the mission of the organization. Having served on the board previously does not automatically make an individual eligible to serve again.

B. Membership Committee

The Membership Committee shall review all applications for membership and submit them to the Board of Directors with a recommendation. The Committee is charged with membership satisfaction, resolving grievances.

C. Marketing Committee

The Marketing Committee shall work to represent the interests of the membership. Members of this Committee shall be approved by the Board of Directors and include at least two members of the Board.

E. Executive Committee

The Executive Committee will serve to assess and evaluate opportunities, programs and operations on behalf of the full Board. All discussions will be shared with the full Board. The Executive Committee will not have voting rights on any issue but has the responsibility of placing all matters that require a vote in front of the entire Board. The Executive Committee will be composed of the Chair, Vice Chair, Treasurer, Secretary and Executive Director.

F. Equipment & Facilities Committee

The Committee reviews and recommends capital expenditures for equipment, furniture, fixtures, and facilities for the current year and possibilities for the following two years. The Committee makes recommendations to the Board to improve the appropriateness of both current and future equipment and facilities for the benefit of the members and communities served. The Committee meets quarterly to monitor facilities and equipment matters. The Equipment and Facilities Committee will be composed of the Operations Manager, two members of the Board and at least one additional employee and two members of the organization.

Section 2-AD HOC COMMITTEES

The Chair may appoint such ad hoc committees as he/she may deem necessary to carry out the programs of the Cape Media Center, subject to approval or ratification by the Board of Directors.

Ad Hoc Committees shall be discharged by the Chair when their work has been completed and their reports accepted, or when, in the opinion of the Board of Directors, it is deemed appropriate to discontinue the committee.

Section 3-RECORD KEEPING

All such committees shall keep minutes of their meetings and make reports to the Board of Directors when requested.

Section 4 – LIMITATION OF AUTHORITY

No action or position by any member, committee, division, employee, director or officer shall be binding upon, or constitute an expression of, the policy of the Media Center until such action or position shall have been approved or ratified by the Board of Directors.

No committee shall be empowered to expend Media Center funds without prior consent of the Board of Directors.

Section 6 – DIVISIONS

The Board of Directors may create such divisions, bureaus, departments, councils, or subsidiary corporations as it deems advisable to carry out the purpose and program of work of the Media Center.

The Board shall authorize and define in writing the powers and duties of all divisions, bureaus, departments, councils and subsidiary entities. The Board shall annually review and approve all activities and proposed programs of such divisions, bureaus, departments, councils or subsidiary entities, including collection and disbursement of funds.

No action or resolution of any kind shall be taken by divisions, bureaus, departments, councils or subsidiary entities having a bearing upon or expressive of the Media Center, or its membership without the express prior approval of the Board of Directors.

ARTICLE VI NOMINATING AND GOVERNANCE COMMITTEE-ELECTIONS

Section 1 – SELECTION AND ELECTION OF DIRECTORS

A. Nominating and Governance Committee Responsibilities

At the July Board meeting of each year, the Nominating and Governance Committee shall present to the Board of Directors a slate of candidates to replace the Directors and officers whose regular terms are expiring and to serve three (3) year terms. Each candidate must be an active regular member in good standing and must have agreed to accept the responsibility of directorship. To the greatest extent feasible, the candidates should represent the Cape community, be diverse and represent a balanced cross section providing skills needed to improve the operation of the Cape Media Center. Any Board member who has served two consecutive three (3) year terms is not eligible for election for a third consecutive term, except for the Chairman and Immediate Past Chairman then in office. A period of one (1) year must elapse before eligibility is restored.

B. Publicity of Nominations

Prior to September 1st of each year, the Executive Director shall notify the membership by mail and/or electronic mail of the names of persons nominated as candidates for Directors and the right of petition.

C. Nominations by Petition

Additional names of candidates for Directors may be nominated by petition bearing the genuine signatures of at least ten percent (10%) of the regular members in good standing of the Media Center. Such a petition shall be filed with the Nominating and Governance Committee prior to September 15th of each year. The determination of the Nominating and Governance Committee as to the eligibility of the petition(s) shall be final.

D. Determination

If no petition is filed within the designated period, the nominations shall be closed and the nominated slate of candidates shall be presented to the Members at the October annual meeting for a vote.

If a legal petition shall present additional candidates, the names of all candidates shall be arranged on a ballot in alphabetical order.—Instructions will be to vote for required number of candidates to fill expiring terms candidates only. The Executive shall mail this ballot to all regular members at least fifteen (15) calendar days before the October annual meeting.

The ballots shall be marked in accordance with instructions printed on the ballot and returned to the Media Center office within ten (10) days of the mailing. The Board Chair shall, at the October annual meeting, declare the candidates with the greatest number of votes elected.

Section 2 – SEATING OF NEW DIRECTORS

All newly elected members of the Board of Directors shall be seated and assume office at the first Board meeting of the following calendar year and shall be participating members thereafter. Retiring Directors shall continue to serve until their successors are duly elected and seated.

Section 3 – VACANCIES

A member of the Board of Directors who shall be absent from two (2) consecutive regular meetings of the Board of Directors, or four (4) during the twelve (12) month fiscal year, shall be removed from membership on the Board, unless confined by illness or other absence and excused by the Board Chair.

Vacancies on the Board of Directors, or officers, shall be declared by a majority vote of the Board of Directors.

Vacancies on the Board of Directors, or among the officers, shall be filled by appointments of a majority vote of the Board of Directors which appointments shall remain in effect until the next annual meeting of the Media Center.

ARTICLE VII Executive Director

Section 1- The Board of Directors shall be empowered to hire an Executive Director at a salary and on such terms of employment as it may determine. Annual evaluation of the Executive Director and salary review shall be conducted by the Personnel Committee and reviewed by the Executive Committee. The Executive Director shall not be a voting member of the Board of Directors and the Executive Committee.

Section 2-The Executive Director shall be the chief administrative officer of the Media Center, and shall operate within the framework of the “Duties and Responsibilities of the Executive Director” as established by the Board of Directors.

Section 3-The Executive Director shall cause to be prepared notices, agendas and minutes of all meetings of the Board and maintain the books and records of the Media Center.

Section 4-The Executive Director shall serve as advisor to the Chair on program planning, and shall assemble information and data and cause to be prepared special reports as directed by the program of the Media Center.

Section 5-The Executive Director shall be responsible for hiring, discharging, directing, and supervising all employees for staff positions.

Section 6- In conjunction with the Finance Committee, the Executive Director shall be responsible for the preparation of an operating budget covering all activities of the Media Center, subject to approval of the Board of Directors. The Executive Director shall also be responsible for all expenditures within approved budget allocations.

ARTICLE VIII EXECUTIVE OFFICERS

Section 1 – DETERMINATION OF OFFICERS

The Board of Directors, new and retiring, at its first meeting following the annual meeting shall reorganize for the new fiscal year. At this meeting the Board shall install the Chair, Vice Chair, Treasurer and any other officers as deemed necessary to conduct the activities of the Media Center. Officers will be elected from members of the new Board and shall serve for a term of two (2) years or until their successors assume the duties of office. Officers may serve three years at the bequest and approval of the Board of Directors.

Section 2 – DUTIES OF OFFICERS

A. Chairman

The Chairman shall serve as the chief elected officer of the Media Center and shall preside at all meetings of the membership and Board of Directors. The Chairman shall, with the advice and counsel of the Vice Chair and the Executive Director, recommend all committee chairs.

B. Vice Chairman

The Vice Chairman shall exercise the powers and authority and perform the duties of the Chair in the absence or disability of the Chair.

C. Treasurer

The Treasurer shall be responsible for keeping current, complete and accurate books of all Media Center accounts and for safeguarding all funds received by the Media Center, and for their prompt and proper disbursement. Such funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Board of Directors. The Treasurer shall prepare a detailed monthly financial report covering the prior month and year to date to be made at each Board meeting in conjunction with the Executive Director.

D. Secretary

The Secretary shall be responsible for taking minutes of all Board and member meetings as well as posting or submitting all formal Board correspondence by electronic means or by the US Postal Service or other mail service.

F. Executive Director

The Executive Director responsibilities are described in Article VII.

ARTICLE IX FINANCES

Section 1 – FUNDS

All money and funds paid to the Media Center shall be deposited in an appropriate account as shall be designated by the Treasurer and Executive Director. Detailed records of all deposits shall be maintained.

Section 2 – DISBURSEMENTS

Upon acceptance by the Board of Directors of the new fiscal budget, the Board will designate authorized individuals to sign checks and make disbursements on accounts and expenses provided for in the budget, and determine levels and amounts requiring multiple signatures. The authorized individuals will be designated at the first Board of Directors meeting immediately following the annual meeting in October, and from time to time thereafter. Signature cards bearing the genuine signatures of the authorized individuals shall be executed for all Media Center accounts and replace those on file at any institution holding an account.

Section 3 – FISCAL YEAR

The fiscal year of the Chamber shall close on December 31.

Section 4 – ANNUAL REPORT

A report of the accounts of the Media Center shall be issued annually as of the close of business December 31 by a public account. A copy of the report shall be available to all members of the Media Center at the offices of the Media Center by April 30.

Section 5 – BONDING

The Media Center may, by resolution of the Board of Directors, provide bonding for the Executive Director and such other officers and staff as the Board of Directors may designate. Bonding shall be by a sufficient fidelity bond in the amount set by the Board and paid for by the Media Center.

Section 6-AUDIT

The Chairperson or Treasurer shall be empowered to request an audit for the Media Center's accounts at any time or at the close of the fiscal year, subject to two-thirds (2/3) majority vote of the Board of Directors. The Executive Committee shall selected qualified individuals to conduct this audit and a final report shall be presented to the Board of Directors as soon as possible after it is performed.

ARTICLE X

DISSOLUTION

Section 1 – PROCEDURE

The Media Center shall use its funds only to accomplish the objectives and purposes specified in these Bylaws, and no part of said funds shall inure, or be distributed to the members of the Media Center. On dissolution of the Media Center, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific or philanthropic organizations to be selected by the Board of Directors through a vote of the membership as defined in IRS Section 501(c)(6).

ARTICLE XI

Section 1 – PARLIAMENTARY AUTHORITY

The current edition of Roberts Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with the Charter or Bylaws of the Chamber.

ARTICLE XII AMENDMENTS

Section 1 – REVISIONS

These Bylaws may be amended or altered by a two-thirds (2/3) vote of the regular members present in person or by valid proxy at any regular or special meeting. Notice of the meeting including the proposed amendments shall be submitted to the members in writing at least fifteen (15) days prior to the meeting at which they are to be acted upon.

AMENDED: JANUARY 2023 ADOPTED: NOVEMBER 1982

Harwich Channel 18

100 Oak Street
Harwich MA 02645

Memorandum

To: Select Board
Joseph Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator
From: Jamie Goodwin, Channel 18 Station Manager
Date: August 1, 2023
Re: Channel Station Designation Change

On June 14, 2023, Comcast issued a notice to the Town of Harwich regarding an upcoming change in the station designation for Channel 18. This change is scheduled to take place on or about August 17, 2023. The current Cable Television License Agreement Section, in 6.4.B, gives Comcast has the authority to implement this change within 30 days of providing written notice to the Town.

As a result of this adjustment, the channel ID for the Town of Harwich will be relocated from its current position on Channel 18 to Channel 8. This will be the second Channel ID change since Comcast took over from the previous cable provider, Media One Group, in 2000. At that time, the designated cable station for the Town was relocated from Channel 19 to Channel 18.

The Cable License of the Town is comprised of Public, Education, and Government cable stations (PEG). This channel ID modification will only impact the Public and Government cable stations of the following towns: Dennis, Chatham, Yarmouth, Orleans, and Brewster. Comcast Channel 19, the Monomoy Cable Station (Education) will remain unaffected by these changes.

To ensure everyone is informed about the station number changes, Channel 18 staff will be spreading the word through various outlets such as The Chronicle newspaper, Facebook, YouTube, and the official town website. I would appreciate your assistance in sharing this information broadly with the public, so residents have uninterrupted access to government cable content.



June 13, 2023

Town Council/Town Attorney
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Town Council/Town Attorney:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly please note the following which will occur on or about August 17, 2023, to the Xfinity channel lineup provided in your community:

- The following will move to a new channel location: Local Programming 98 to 9, Local Programming 18/1084 to 8/1070, Local Programming 99/1070 to 26/1076, and Local Programming 1090 to 1075; WLVI (CW) 11 to 12; WSBE (PBS) 9 to 11; WWDP (IND) 81 to 24; WWJE (IND) 79 to 18; QVC 82 to 25; NECN 8 to 48; Jewelry TV 48 to 57; Leased Access 283 to 190.
- The following changes will occur: HBO Zone, 5 Star Max, MovieMax, OuterMax and SHO X BET will no longer be available from Xfinity; HBO Signature HD will be added to 771/1806; WCEA will be added to 729/1045.
- The following channels will only be available in the channels noted and removed from any 3-digit channels numbers: Leased Access 1096; Leased Access 1099; WGBH World 1146; WGBX Kids 1147; WGBX Create 1148; WSBE Learn 1150; WBZ Start 1165; WBZ Dabl 1166; WBTS Cozi 1171; WBTS 1172; WHDH This TV 1174; WLVI BuzzR 1177; WCVB MeTV 1180; WFXT Comet 1186; WFXT Laff 1187; WNEU TeleXitos 1192; and WUTF LATV 1195.
- The following will move to a new channel location: Disney Channel 24 to 70; Nickelodeon 25 to 71; Freeform 26 to 72; Golf 53 to 69; Bravo 57 to 53; Travel 54 to 67; Food Network 67 to 54; History 71 to 66; Hallmark Channel 208 to 73; BBC News 190 to 189; Pursuit Channel 686 to 258; MLB 269 to 262; ESPN U 286 to 263; NFL Red Zone 287 to 264; Big Ten Network 285 to 269; Screenpix 205 to 330; Screenpix Action 197 to 331; Screenpix Westerns 206 to 332; Screenpix Voices 209 to 333; Starz 321 to 335; Encore 326 to 336; Encore Action 203 to 337; Encore Westerns 207 to 338; and Encore Black 192 to 339.
- The following duplicate channels will no longer be available: CMT 66; TruTV 186; Flix 202; INSP 234; EWTN 238; MSNBC 251; and NBA TV 599.

Customers are receiving notice of these changes in their bill. Please do not hesitate to contact me with any questions at Michael_Galla@comcast.com or 339.832.7395.

Sincerely,

Michael Galla

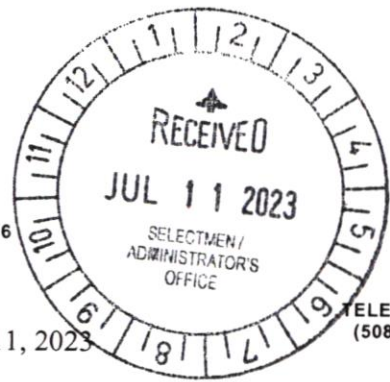
Michael Galla, Sr. Manager
Government & Regulatory Affairs

OLD BUSINESS

WILLIAM D. CROWELL
ATTORNEY AT LAW
466 MAIN STREET
P.O. BOX 185 HARWICH PORT, MA 02646

FAX NO. (508) 430-0631

July 11, 2023



TELEPHONE NO.
(508) 432-1643

RAYMOND H. GRAYSON
1901-1991

Town of Harwich Select Board
c/o Town Clerk
732 Main Street
Harwich, MA 02645

RECEIVED
TOWN CLERK
HARWICH, MA
2023 JUL 11 P 1:37

RE: NOTICE OF INTENT TO SELL

Dear Harwich Select Board:

Please be advised that this office represents Aaron T. Gingras of 204 Oak Street, Harwich, MA 02645 (telephone number 774-722-1368) who is the owner of the real estate and dwelling located at 17 Woody Glen Road, Harwich, MA 02645, formerly known as 140 Oak Street, Harwich, MA 02645. My client intends to sell said property pursuant to the enclosed certified copy of a Purchase and Sale Agreement dated June 21, 2023 between Mr. Gingras and Catherine Conlon and Colleen Ormsby in the amount of \$849,000.00. The said property has a single-family residence constructed thereon and will now be use solely for residential purposes. The said property is shown as Lot 1 on the enclosed Land Court Plan No. 43402-B containing a total of 65,103 square feet as shown on the enclosed Site Plan of Land dated January 13, 2021, scale 1' = 20' by Stephen A. Haas, P. E.

As you know, pursuant to MGL-61A Section 14, the Select Board has a Right of First Refusal to purchase the said property for the amount indicated on said Purchase and Sale Agreement. Consequently, as the closing date indicated therein will soon be upon us, it is hereby respectfully requested that the Board hold a public meeting as soon as possible to deliberate regarding this matter and hopefully waive its Right of First Refusal in recordable form so that the parties may proceed with closing and my client can convey clear title to the buyers. Thank you very much.

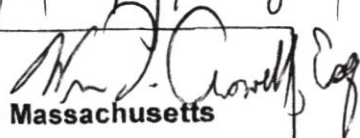
Very truly yours,

William D. Crowell, Esq.

WDC/sjh
cc: Harwich Select Board
Board of Assessors
Planning Board
Conservation Commission
State Forester

CERTIFIED MAIL

7/2/23 - Certified Copy of Original



Purchase and Sale Agreement – Single/Multi Family - Massachusetts

06/21/2023

This ____ day of June, 2023

From the office of:

William D. Crowell, Esq.
466 Main Street, P.O. Box 185
Harwich Port, MA 02646

1. **Parties** Aaron T. Gingras hereinafter called the SELLER whose mailing address is 204 Oak Street, Harwich, MA 02645 agrees to SELL and Catherine Conlon and Colleen Ormsby hereinafter called the BUYER whose mailing address is 720 Route 28, #1D, Harwich Port MA 02646 agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. **Description of Premises** The land and the building(s) thereon, located at the following address, **17 Woody Glen Road, Harwich, MA 02645** (fka 140 Oak Street, Harwich, MA 02645) and further being shown as **Lot 1 on Land Court Plan 43402-B**. See **Certificate of Title No. 216698** recorded in the Barnstable Registry District of the Land Court.

3. **Buildings, Structures, Improvements, Fixtures** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and all appliances as seen at **6/8/2023** showing.

4. **Title Deed** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - a) provisions of existing building and zoning laws;
 - b) existing rights and obligations in party walls which are not the subject of written agreement;
 - c) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - d) any liens for municipal betterments assessed after the date of Closing;
 - e) easements, restrictions and reservations of record, if any, so long as the same do not interfere with the current use of said premises;
 - f) specify here any other liens or encumbrances not listed above: _____

5. **Plans** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **Registered Title** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. **Purchase Price** The agreed purchase price for said premises is Eight hundred forty-nine thousand and no/100 dollars, **\$849,000.00** (Purchase Price), of which
 - \$ 1,000.00 dollars have been paid as an initial deposit;
 - \$ 48,000.00 dollars is to be paid as an additional deposit upon execution of the Purchase and Sale Agreement; and
 - \$800,000.00 dollars, the balance due, will be payable at the time of delivery of deed by bank check or certified check, or attorney's IOLTA account check.

8. **Time for Performance; Delivery of Deed** Such deed is to be delivered on or before 2 o'clock P.M. on the **21st day of July 2023**, at the Law Offices of Paul Tardif, unless otherwise agreed upon in writing.
Time is of the essence of this Agreement.
9. **Possession and Condition of Premises** Full possession of said premises free of all tenants and occupants and all personal property, except as herein provided, is to be delivered at the time of the delivery of the deed. Said premises to be then (a) broom clean and in the same condition as they were at the time of Buyer's offer, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **Extension to Perfect Title or Make Premises Conform** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days, or until one business day prior to the expiration of Buyer's mortgage rate lock, whichever occurs first..
11. **Failure to Perfect Title or Make Premises Conform** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER'S option; any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **Buyer's Election to Accept Title** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable by the holder of the said mortgage less any amounts expended by the SELLER for partial restoration, or
 - c) terminate the Agreement and receive a refund of all deposit monies paid
13. **Acceptance of Deed** The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be a full performance in discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **Use of Purchase Money to Clear Title** To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or in accordance with customary Barnstable County conveyancing practice.

15. Insurance Until the recording of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
a) Fire and Extended Coverage	\$ <u>as currently insured</u>

b) Other _____ \$ _____

Until the delivery of the deed, the SELLER shall maintain any supplemental insurance now in effect covering the premises itself and any fixtures therein. All risk of loss shall remain with Seller until Buyer's deed is recorded.

16. Adjustments Water and real estate taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. Adjustment of Unassessed and Abated Taxes If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. Broker Fee Acknowledgement The SELLER and BUYER acknowledge that a fee of **\$42,450.00 (5%)** five percent of the purchase price for professional services shall be paid by the SELLER to **Gibson Sotheby's International Realty**, the "BROKER", only, if, as and when the Deed is delivered and recorded and the consideration paid but not otherwise.

19. Broker's Warranty The Broker(s) named herein, **Gibson Sotheby's International Realty** warrant(s) that they are duly licensed as such in the state in which the premises are located.

20. Agency BUYER and SELLER acknowledge and understand that the interests of the Seller are represented by: **Natalia Weiner of Gibson Sotheby's International Realty** and the interests of the Buyer are represented by: **Mary Ann Politi of Gibson Sotheby's International Realty**.

21. Deposit All deposits made hereunder shall be held in escrow by **Gibson Sotheby's International Realty** as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain said deposits pending instructions in writing mutually given by the SELLER and the BUYER or by a court of competent jurisdiction.

22. Buyer's Default; Damages If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER has fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages. The parties agree that in the event of default by the BUYER it will be difficult to ascertain with certainty the amount of damages suffered by the SELLER. The amount of the deposit represents a reasonable estimate of the damages expected to be suffered by the SELLER as a result of the BUYER's default. **This shall be Seller's sole remedy at law and in equity.**

23. Financing In order to help finance the acquisition of said premises, BUYER shall apply for mortgage financing in the amount of **\$429,000.00** at prevailing rates, terms and conditions. If, despite BUYER'S diligent efforts, a commitment for such financing cannot be obtained on or before **July 15, 2023**, BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will BUYER be deemed to have used *diligent* efforts to obtain such commitment unless BUYER submits a complete mortgage loan application

conforming to the foregoing provisions **within three (3) business days of the signing of the Purchase and Sale Agreement** and acted promptly in providing any additional information requested by the mortgage lender.

24. **VA or Insured Loans** If BUYER is seeking Veterans Administration loan benefits or a US Government Federal Housing Administration insured loan, appropriate language, as applicable, is attached as Addendum _____.
25. **Liability of Trustees, Shareholder** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
26. **Release by Husband or Wife** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
27. **Lead Paint Acknowledgements** For properties built prior to 1978, BUYER acknowledges receipt of the Department of Public Health Property Transfer Notification form and understands the SELLER and Broker(s) have made no representations or warranties express or implied, as to the lead paint content of the property. BUYER acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited. BUYER takes full responsibility for compliance with all laws relating to same (and in particular Mass. General Law Chapter 111, Section 197). BUYER assumes the burden of cost for all tests, and compliance arising therefrom.
28. **Smoke Detectors** The SELLER shall equip the residential structure(s) on the within described realty with approved smoke detectors and furnish BUYER with Certificate of Approved Installation from the local fire department no later than time of conveyance.
29. **Carbon Monoxide Detectors** The SELLER shall equip the residential structure(s) on the within described realty with approved carbon monoxide detectors and furnish BUYER with certificate from the local fire department no later than time of conveyance. (Effective 3/31/06)
30. **Buyer's Home Inspection Acknowledgement** DELETED
31. **Warranties and Representation Acknowledgement** BUYER acknowledges that they have not relied upon any warranties or representations except as set forth in writing and the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

(if none, state "none"; if any listed, indicate by whom the warranty or representation was made)
32. **Time; Construction of Agreement** **TIME IS OF THE ESSENCE AS TO ALL PROVISIONS OF THIS AGREEMENT.**
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

33. Notice Unless otherwise stipulated herein, any notice required to be given in this agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

34. Additional Provisions The initialed riders attached hereto, if any, are incorporated herein by reference. Addendum A _____ Addendum B _____

The parties acknowledge receipt of:

- MA Licensee-Consumer (Agency) Disclosure
- Environmental Disclosures
- Lead Paint Property Notification Certification
- Seller's Statement of Property Condition
- Designated Agent Consent/Notification (if applicable)
- Dual Agent Consent/Notification (if applicable)

1. Seller will obtain a Certificate of Occupancy and Septic Certificate of Compliance prior to closing.
2. Builders warranty is to be conveyed to the Buyers at the time of closing.

A faxed signature on this document shall have the same effect as delivery of a signed original. The party faxing this document agrees to mail or deliver the original forthwith.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Aaron T. Gingras 6-22-23

 Aaron T. Gingras Date
 SELLER

Catherine Conlon 06/21/2023

 Catherine Conlon Date
 BUYER

 SELLER Date

Colleen Ormsby 06/21/2023

 Colleen Ormsby Date
 BUYER

**Addendum A
TO PURCHASE AND SALE AGREEMENT**

1. This Addendum supersedes, modifies, amends and is hereby incorporated into the Standard Form Purchase and Sale Agreement between SELLER and BUYER; in the event of any conflict between this Addendum and the said Standard Form Purchase and Sale Agreement, the terms of this Addendum shall control.
2. Upon the request of the attorney for BUYER, SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by said attorney, even if the same occurs POST-CLOSING, including but not limited to certifications or affidavits with respect to: (a) persons or parties in possession of the premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) the true purchase price of the premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (d) the absence of urea formaldehyde on the premises; and (e) Smoke Detector Certificate, (f) that SELLER is not a foreign person subject to the withholding provisions of the Deficit Reduction Act of 1984 (FIRPTA), (g) IRS forms, (h) revised Closing Disclosure/s, (i) any other form reasonably required by Buyer's attorney.
3. SELLER shall cooperate with the BUYER by allowing entry upon the premises and the buildings constructed thereon, at reasonable times by an engineer or land surveyor for the purpose of plotting bounds and taking measurements. BUYER and their representatives (i.e. architects and contractors) shall have access to the premises for the purposes of taking measurements, and the like, at reasonable times, with prior notice to SELLER and in the presence of SELLER or SELLER'S AGENT.
4. ENCROACHMENTS: It is understood and agreed by the parties that the subject premises shall not be in conformity with the provisions of this Agreement unless:
 - A. All buildings, structures and improvements including, but not limited to, any driveways, garages and septic systems and cesspools and all means of access to the subject premises shall be located completely within the boundary lines of the said premises and shall not encroach upon or under the property of any other person or entities.
 - B. No buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises.
 - C. Title to the premises is insurable, for the benefit of the Buyer, in a fee owner's policy of title insurance, at normal premium rates, without exception other than the standard printed "jacket" exceptions contained in the American Land Title Association form currently in use and those exceptions set forth in Paragraph 4 of this Agreement. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.
 - D. The premises are legally subdivided and separated from all other lots pursuant to the provisions of the Subdivision Control Law, M.G.L.A. c. 41;
 - E. The subject premises abut or has access to a duly accepted public way, by the city or town, or legal and recorded access via a private way to a public way, in which said premises are located.
5. Seller states that:
 - A. Seller has no knowledge of damage to the premises by invasion of flood, surface or tidal waters; and
 - B. No written or oral notice or communication has been received by Seller from any public authority that (i) the property is not zoned for its present use; or (ii) that there exists with respect to the property any condition which violates any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation which has not heretofore been rectified or is in the process of being rectified.

6. SELLER represents, to the best of their knowledge, to the BUYER that the SELLER has never disposed of any hazardous waste or material (excluding ordinary household waste) on or about the premises during the period of SELLER's ownership, and that the Seller is not aware of the disposal of such waste on or about the premises by anyone else during said period of ownership. SELLER also represents, to the best of their knowledge, that SELLER has not placed, and SELLER is not aware of any placement by others, of underground storage tanks on the premises.
7. CONTINUATION OF PARAGRAPH 9 (Condition of Premises) SELLER shall deliver all dwelling and daily use areas of the premises broom clean, including, but not limited to closets and, if applicable, the basement and garage in broom clean condition and free of personal property (not included in the sale) and debris. The SELLER shall deliver all other areas of the premises, including but not limited to closets, the attic, basement, crawl spaces, shed(s) and garage and the grounds free of debris, building materials such as lumber, insulation, and the like, paints, solvents, chemicals, and personal property (unless an item is specifically included in the sale). SELLER shall deliver all fixtures, appliances, heating, plumbing and electrical systems, and personal property owned by the SELLER included in the sale in the same working order that they were at the time of the Offer to Purchase, minus reasonable wear and tear. At the closing, SELLER agrees to deliver to BUYER all keys and electronic garage door openers, if any, for the Premises, and all manufacturer's warranties in SELLER'S possession for the appliances conveyed hereunder.
To insure the property condition is in compliance with paragraph 9 of the Purchase and Sales Agreement;
 - a. Buyer shall have the option to conduct a "pre-closing walk through" not later than 10-14 days prior to closing AND
 - b. Buyer shall have the option to conduct a so-called "final walk through" within 48 hours prior to closing.
8. Clause 10 shall further state "This Paragraph shall be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the premises and to which the premises are subject under the terms of this agreement. This Paragraph shall not, however, be construed to excuse SELLER from vacating the premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder."
9. Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and if not superseded by subsequent case law.
10. Execution of Deed: In the event that SELLER is a natural person, SELLER shall execute the deed personally; it is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4. Any spouse of the seller must also execute the deed.
11. PERMITS AND APPROVALS. SELLER represents that any and all improvements and/or renovations completed or commenced during SELLER's ownership of the premises have been completed pursuant to duly issued and approved permits.
12. If the Premises are affected by an Order of Conditions issued by the Conservation Commission for the Town in which the Premises are situated SELLER shall provide BUYER or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.
13. If there shall be a fire on said premises at any time prior to the closing hereunder causing damage in excess of \$5,000.00, then and in that event, at BUYER's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.
14. Notwithstanding anything else in this Agreement to the contrary, SELLER represents that, as of the date of this Agreement and the date of the delivery of the deed:
 - A. there are no contracts, oral or written, involving the Premises which SELLER has negotiated or contracted or which will be binding upon BUYER or affect the Premises in any manner after the closing, except for those contracts expressly permitted by this Agreement;

- B. SELLER is not a "foreign person" as that term is used in Internal Revenue Code Section 1445 and the regulations promulgated thereunder, and accordingly BUYER is not required to withhold any taxes upon the disposition of the Premises to the BUYER;
 - C. SELLER represents, to the best of their knowledge that there is no pending SELLER bankruptcy, mortgage foreclosure, contemplated town/city betterment or assessment, or other proceedings or circumstances that might impact adversely on the SELLER's ability to perform on the closing date, and that the mortgage and other lien payoffs will be for less than the sales price.
 - D. SELLER warrants and represents to BUYER that they are not aware of any litigation pending or threatened regarding the property, either by a Tenant or anyone else. This paragraph shall survive the delivery of the Deed.
 - E. SELLER owns the personalty and fixtures described in Section 3 of this Agreement free of any lien or encumbrance
15. The SELLER and the BUYER each represent to the other that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker except the Brokers set forth herein. The SELLER and BUYER agree to indemnify and hold the other harmless from any loss, damage, cost (including without limitation, attorneys' fees) or liability which either party may incur as a consequence of any claims for a commission or fee arising from this transaction asserted against either party by any broker, other than the broker named herein, with whom either party has dealt. This paragraph shall survive delivery of the deed.
16. All risk of loss shall stay with the SELLER until the recording of the deed.
17. In the event that the SELLER needs to extend time for performance in compliance with this Agreement, and the BUYER'S mortgage rate lock will expire before the SELLER can perform, the BUYER shall have the option to terminate this Agreement unless the SELLER agrees to pay any costs of the BUYER, charged by the Lender, related to the rate lock extension.
18. Diligent efforts under the mortgage contingency provision of the Agreement shall mean applying to one bank or mortgage company only. In no event shall buyer be required to apply to more than one bank or mortgage company. Where the word "commitment" is used, it shall be defined to mean a firm written commitment without conditions beyond Buyer's control to obtain or accomplish within 3 business days. SELLER agrees to cooperate with BUYER in executing any forms required by BUYER'S lender so long as same do not impose any additional liability or financial obligation on the SELLER other than as set forth in this agreement.
19. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by certified mail, postage prepaid, return receipt requested, by express courier service or by facsimile transmission, to the parties:
- | | |
|---|----------------------------------|
| (A) to BUYER's attorney: | (B) to SELLER's attorney: |
| Stacey A. Curley, Esquire | William D. Crowell, Esquire |
| Law Offices of Paul R. Tardif, Esq., P.C. | 466 Main Street, P.O. Box 185 |
| 490 Main Street | Harwich Port, MA 02646 |
| Yarmouth Port, MA 02675 | 508.432.1643/ fax 508.430.0631 |
| 508.362.7799/ fax 508.362.7199 | Wcrowell.office2@comcast.net |
| scurley@tardiflaw.com | |
20. **Subsurface Sewage Disposal System (Title 5) Inspection Contingency:** This agreement is contingent upon the Seller providing to the Buyer not later than 14 days prior to closing, a copy of an inspection report, including a Certification Statement signed by an approved system inspector of the on-site subsurface disposal system in accordance with the requirements of Title 5 of Massachusetts Environmental Code and municipal board of health regulations, if applicable. If the Certification states that the on-site subsurface sewage disposal system does not pass or conditional passes as described in 310 CMR 15.303 as amended, or municipal certification, if applicable is denied, the Buyer shall have the option to revoke this Agreement by providing written notice to the Seller, at which time all deposits made by the Buyer to the Seller shall be refunded forthwith, and this agreement shall terminate without further recourse; unless the seller agrees in writing to repair, upgrade or replace said subsurface sewage disposal system in a manner sufficient to obtain an Issuing Title 5

certification and municipal certification prior to the date set for closing, which shall include re-grading, loaming and seeding of the affected areas and repairs for damage to patios, walkways, driveways and irrigation systems.

21. Seller represents that the sales proceeds from these premises will be sufficient to fully pay off and/or discharge all mortgage(s), UCC Financing Statements, construction loans and/or equity line(s) of record. Seller agrees to fully and promptly disclose to Buyer's attorney and/or Buyer's Lender's attorney mortgage payoff information for all mortgages of record, including but not limited to: (i) lender name(s), address(es) and phone number(s); (ii) mortgage account number(s); and (iii) Sellers' social security numbers.
22. By executing this Agreement, the BUYER and the SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions for any paragraphs in this Agreement, and the SELLER and the BUYER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.
23. Prior to closing, the SELLER shall maintain and service the premises and its appurtenances at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER's own account prior to the date of this Agreement.
24. This Agreement may be executed in multiple counterparts, by electronic docu-sign technology, and may initially be executed by facsimile signature with an original signature to follow, and as so executed shall constitute one document.
25. Barnstable County Septic Loan: Seller represents that they have not taken out a Barnstable County Septic Loan, whether or not the same has been recorded at the registry of deeds. If seller has obtained a BCSL, seller shall obtain a payoff for the same and provide to closing attorney prior to closing.
26. In the event that an assessment or betterment is levied against the property prior to closing, and the same changes the buyer's debt to income ratio or APR as applicable, buyer shall have the option to terminate this agreement with a refund of all deposits.
27. The Buyer and Seller hereby acknowledge that they have been informed that the Buyer's attorney of the Law Offices of Paul R. Tardif, Esq., PC, may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing, in addition to the representation of the Buyer in this agreement or transaction, and that the Buyer and Seller have no objection to and consent to this dual representation.

28. REALTOR/BROKER LICENSE DISCLOSURE:

	LISTING AGENT	BUYER'S AGENT
NAME:	Natalia Weiner	Mary Ann Politi
MA LICENSE NUMBER	9518161	9558472
COMPANY NAME	Gibson Sothebys	Gibson Sothebys
COMPANY LICENSE NUMBER	1611	1611
ADDRESS and PHONE #	557 Rte 25, Harwich	8459135510
EMAIL ADDRESS	natalia.weiner@gibsonsothebys.com	maryann.politi@gibsonsothebys.com

29. TIMELINE DISCLOSURE:

Buyer and seller hereunder acknowledge that under the new CFPB regulations, there are certain timelines that must be adhered to in order to close timely. In the event that a new disclosure is required or figures change or a material term of the deal changes prior to closing, the parties hereby agree and acknowledge that the closing date contemplated in that certain purchase and sales agreement hereunder may be extended up to 10 (ten) business days.

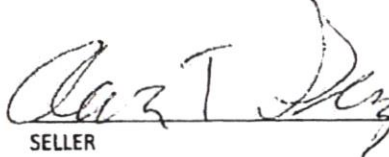
30. **ELECTRONIC TRANSMISSION AUTHORIZATION:** By execution of this agreement, the buyer(s) specifically authorize their mortgage lender to provide ANY and ALL disclosures required under CFPB to buyer by electronic transfer which includes

email and or e-fax transmission with receipt confirmation, as permissible under the law. (note, your lender may require additional consent documents for electronic transmission)

- a. Buyers preferred email address:
- b. Buyers preferred e-fax number: _____

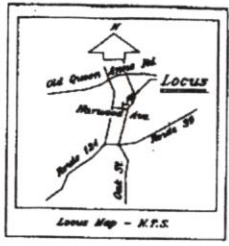
- 31. **AUTHORIZATION TO RELEASE MORTGAGE COMMITMENT:** By execution of this agreement, the buyer specifically authorizes their mortgage lender to send a copy of their mortgage commitment letter to buyer's attorney/counsel **ONLY**. Mortgage commitment letters are specifically prohibited from being sent to any other party to the transaction unless authorized by buyer's attorney in writing.
- 32. **AUTHORIZATION TO RELEASE CLOSING DISCLOSURE TO ALL PARTIES TO THE TRANSACTION:** By execution of this agreement, the buyer and seller hereunder specifically authorize the lender, and/or settlement agent to release a signed copy of the Closing Disclosure and/or Settlement Statement to the herein named realtors/brokers and/or their agents.

WITNESS our hands and seals

 _____
 SELLER Date

Catherine Conlon _____
 BUYER Date

Colleen Omsby _____
 BUYER Date



ZONE: RM
 Minimum Building Requirements:
 Area - 40,000 S.F. of buildable
 Opened
 Footprint - 100 Ft.
 Building setbacks:
 Front 20 Ft.
 Side 20 Ft.
 Rear 20 Ft.

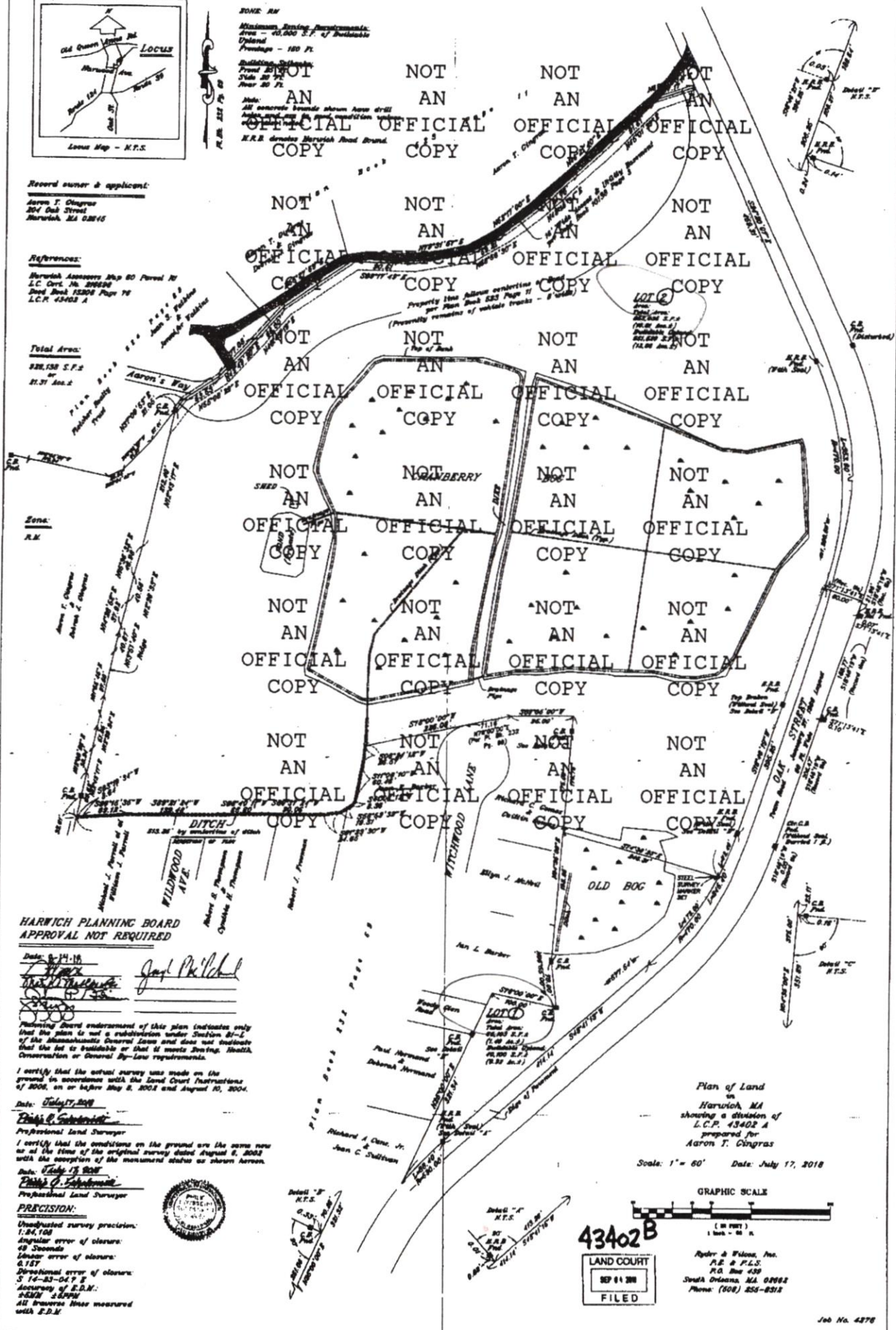
Note:
 All concrete boundaries shown Area 47-2
 with 1/4" = 10' scale. All other boundaries
 are shown with 1/4" = 10' scale.
 N.T.S. denotes Harwich Road Brand.

Record owner & applicant:
 Aaron T. Cingras
 204 Oak Street
 Harwich, MA 02546

References:
 Harwich Answers Map 80 Parcel 20
 L.C. Ord. No. 2002-02
 Deed Book 15204 Page 18
 L.C.P. 43402 A

Total Area:
 228,158 S.F.±
 51.31 Ac.±

Zone:
 R.M.



**HARWICH PLANNING BOARD
 APPROVAL NOT REQUIRED**

Date: 6-14-18
 [Signature]
 [Signature]

Planning Board endorsement of this plan indicates only that the plan is not a violation under Section 81-2 of the Massachusetts General Laws and does not constitute that the lot is buildable or that it meets zoning, health, conservation or general by-law requirements.

I certify that the actual survey was made on the ground in accordance with the Land Court Instructions of 2008, on or before May 8, 2018 and August 10, 2018.

Date: July 17, 2018

Philip C. Cuddeback
 Professional Land Surveyor

I certify that the conditions on the ground are the same now as at the time of the original survey dated August 8, 2002 with the exception of the monument status as shown herein.

Date: July 13, 2018

Philip C. Cuddeback
 Professional Land Surveyor

PRECISION:

Unadjusted survey precision:
 1:84,108
 angular error of closure:
 49 Seconds
 linear error of closure:
 0.157
 Directional error of closure:
 3' 14"-23'-04" ±
 Accuracy of E.D.N.:
 1:2500 ±
 All distances here measured with E.D.N.



Plan of Land
 on
 Harwich, MA
 showing a division of
 L.C.P. 43402 A
 prepared for
 Aaron T. Cingras

Scale: 1" = 60' Date: July 17, 2018

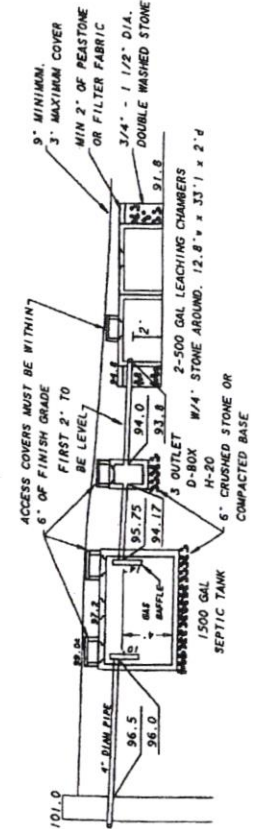
GRAPHIC SCALE



43402B

LAND COURT
 SEP 04 2018
 FILED

Appl. & Wilson, Inc.
 P.E. & P.L.S.
 P.O. Box 439
 South Orleans, MA 02662
 Phone: (508) 855-8318

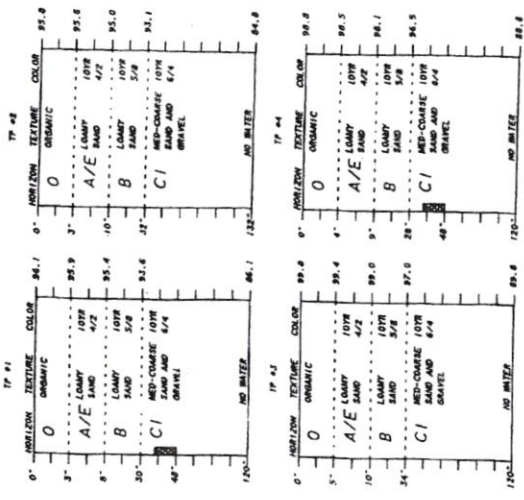


DESIGN CRITERIA:
 DESIGN FLOW: 96.5
 4 BEDROOMS AT 110 G.P.D. PER BEDROOM EQUALS 440 G.P.D.
 NO GARBAGE GRINDER
 SEPTIC TANK REQUIRED: 440 G.P.D. X 200K = 880 GAL
 SEPTIC TANK PROVIDED: 1500 GAL. MIN.
 SOIL ABSORPTION SYSTEM REQUIRED:
 DESIGN PERIC RATE < 5 MIN/INCH
 SOIL TEXTURAL CLASS - 1
 EFFLUENT LOADING RATE = 0.74 GPD/SF
 440 GPD / 0.74 GPD/SF = 595 S.F. REQUIRED
 PROVIDED: 2-500 GAL LEACHING CHAMBERS
 W/4' STONE AROUND, A-606 S.F.
 606 S.F. x 0.74 = 448 G.P.D.

INVERT ELEVATIONS:
 INVERT AT BUILDING: 96.5
 INVERT IN SEPTIC TANK: 96.0
 INVERT OUT SEPTIC TANK: 95.75
 INVERT IN DIST. BOX: 94.17
 INVERT IN LEACH CHAMBER: 93.8
 BOTTOM OF LEACH CHAMBER: 91.8
 ADJUSTED GROUND WATER: N/A
 OBSERVED GROUND WATER: N/A
 BOTTOM OF TEST HOLE #2: 84.8

PROFILE: NOT TO SCALE

SOIL TEST PIT DATA



DATE: APRIL 12, 2018
 TEST BY: STEPHEN HALL
 INTEREST BY: JOHN CHATHAM
 PERIC RATE: 4.8 MIN/INCH

LOCAL NOTES:

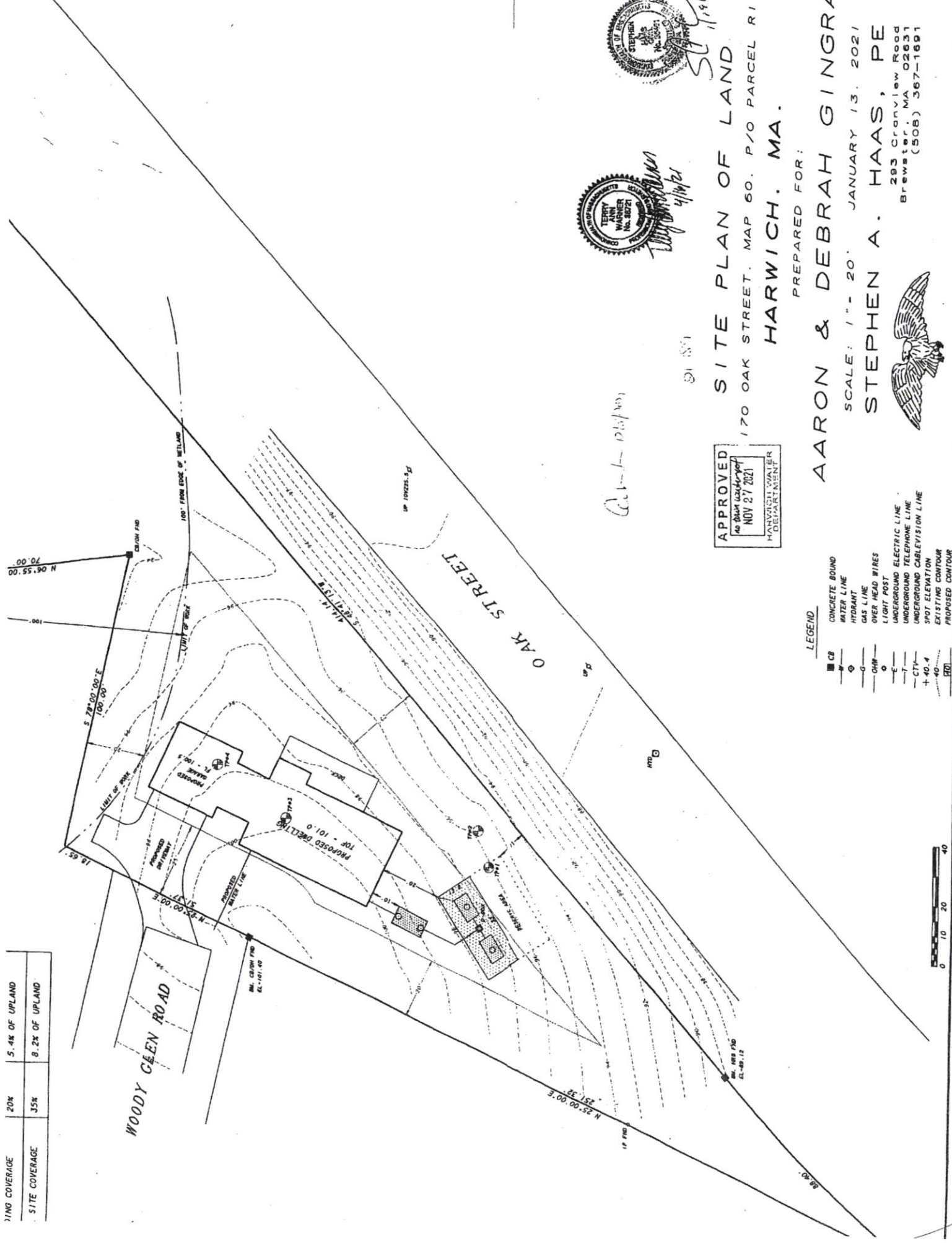
- PLAN IS FOR THE DESIGN AND CONSTRUCTION OF SEWAGE DISPOSAL SYSTEM AND PERMITTING'S ONLY.
- ALL DATUM IS ASSUMED. FOR BENCH MARKS SEE SITE PLAN.
- CONSTRUCTION METHODS AND MATERIALS AND DIMENSIONS OF THE SEPTIC SYSTEM SHALL BE TO MASS. D.E.P. TITLE 5 AND LOCAL HEALTH REGULATIONS.
- ALL SYSTEM COMPONENTS LOCATED UNDER SUBJECT TO VEHICULAR TRAFFIC OR GREATER IN DEPTH SHALL BE CAPABLE OF WITHSTANDING 8-20 WHEEL LOADS.
- SEWER PIPE SHALL BE SCHEDULE 40 PVC OR D.D. EQUAL.
- TANK AND D-BOX SHALL BE REINFORCED CONCRETE OR APPROVED POLYETHYLENE ALL BE WATER TIGHT. D-BOX SHALL BE WATER TIGHT WHEN THERE IS MORE THAN ONE CONNECTION CALL "DIG-SAFE".
- IG-SAFE AND THE LOCAL WATER DEPT. APPROVAL OF UNDERGROUND UTILITIES.
- SYSTEM INSTALLER SHALL NOTIFY THE ENGINEER TWO DAYS PRIOR TO CONSTRUCTION SYSTEM TO ALLOW FOR SCHEDULING OF THE INSPECTION.
- MINIATION HAS BEEN MADE AS TO COMPATIBILITY WITH DEED RESTRICTIONS OR ZONING ORDINANCES. IT SHALL REMAIN THE CLIENT'S RESPONSIBILITY TO OBTAIN ALL PERMITS, SPECIAL VARIANCES ETC. FOR THIS PROJECT.
- REMAIN THE CLIENT'S RESPONSIBILITY TO ACCURATELY REPRESENT THE PROPOSED BUILDING FOUNDATION TO ACCOUNT FOR THE EXISTING GRADE CONDITIONS AT THE LOCATION OF THE BUILDING.

RECT. RM. FLOOD ZONE X. MINIMAL FLOOD HAZARD	REQUIRED	PROPOSED
FRONT	25 FT	26 FT
WARD	20 FT	23 FT
YARD	20 FT	26 FT
BACK	25 FT	26 FT
	40,000 SF	65,103 SF
	40,100 UP	40,100 UP



LOT 1
 40,100± S.F. UPLAND

20%	5.4% OF UPLAND
35%	8.2% OF UPLAND



Terry Ann Warner
4/14/21

21 1871

APPROVED
NO BROW LOCAL ORDER
NOV 27 2021
HARVARD WATER DEPARTMENT

SITE PLAN OF LAND
170 OAK STREET, MAP 60, P/O PARCEL R1
HARWICH, MA.

PREPARED FOR:

AARON & DEBRAH GINGRA
SCALE: 1" = 20'
JANUARY 13, 2021
STEPHEN A. HAAS, PE
293 Cranvlew Road
Brewster, MA 02631
(508) 367-1691



- LEGEND**
- CB CONCRETE BOUND
 - WATER LINE
 - HYDRANT
 - GAS LINE
 - OVER HEAD WIRES
 - LIGHT POST
 - UNDERGROUND ELECTRIC LINE
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND CABLEVISION LINE
 - SPOT ELEVATION
 - +40.4
 - EXISTING CONTOUR
 - PROPOSED CONTOUR



Recommendation to the Select Board from Housing Advocate

RE: Notice of Intent to Sell, 17 Woody Glen Road, Harwich

Due to this land being assessed/taxed as agricultural/horticultural land by the Town of Harwich (referred to here as “the Town”), and that MGL 61A Sec 14 applies, I would agree with Attorney William Crowell, that the Town does have the Right of First Refusal per MGL 61A Section 14, and as there is a buyer, the purchase price is set by the Purchase and Sales Agreement (\$849,000). Please see attachment of MGL 61A Section 14 for reference.

The property on Land Court Map 4340-B Lot 1 and the Harwich Assessor’s map is shown below. Since the property is already developed, there are wetlands, and the price is \$849,000, it would be costly to create affordable housing on the site. If the Town wanted to pursue the home and resell it as an affordable unit, the buydown would be \$600,000 (Town funds), which would result in an affordable price for an affordable buyer of \$250,000. If the Town chooses to purchase the property with the intent of creating an affordable unit, there would be an aggressive timeline to get such done.

Assessors Map:

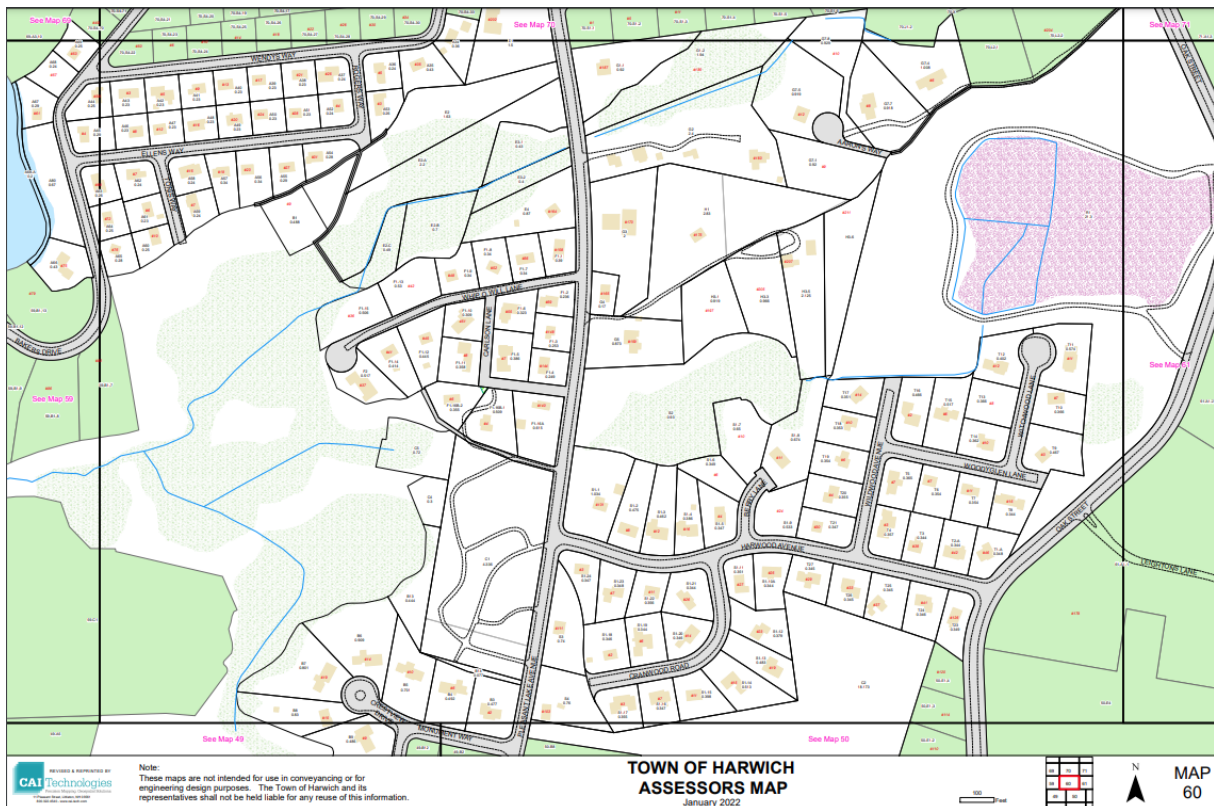


Image of Building on Property:

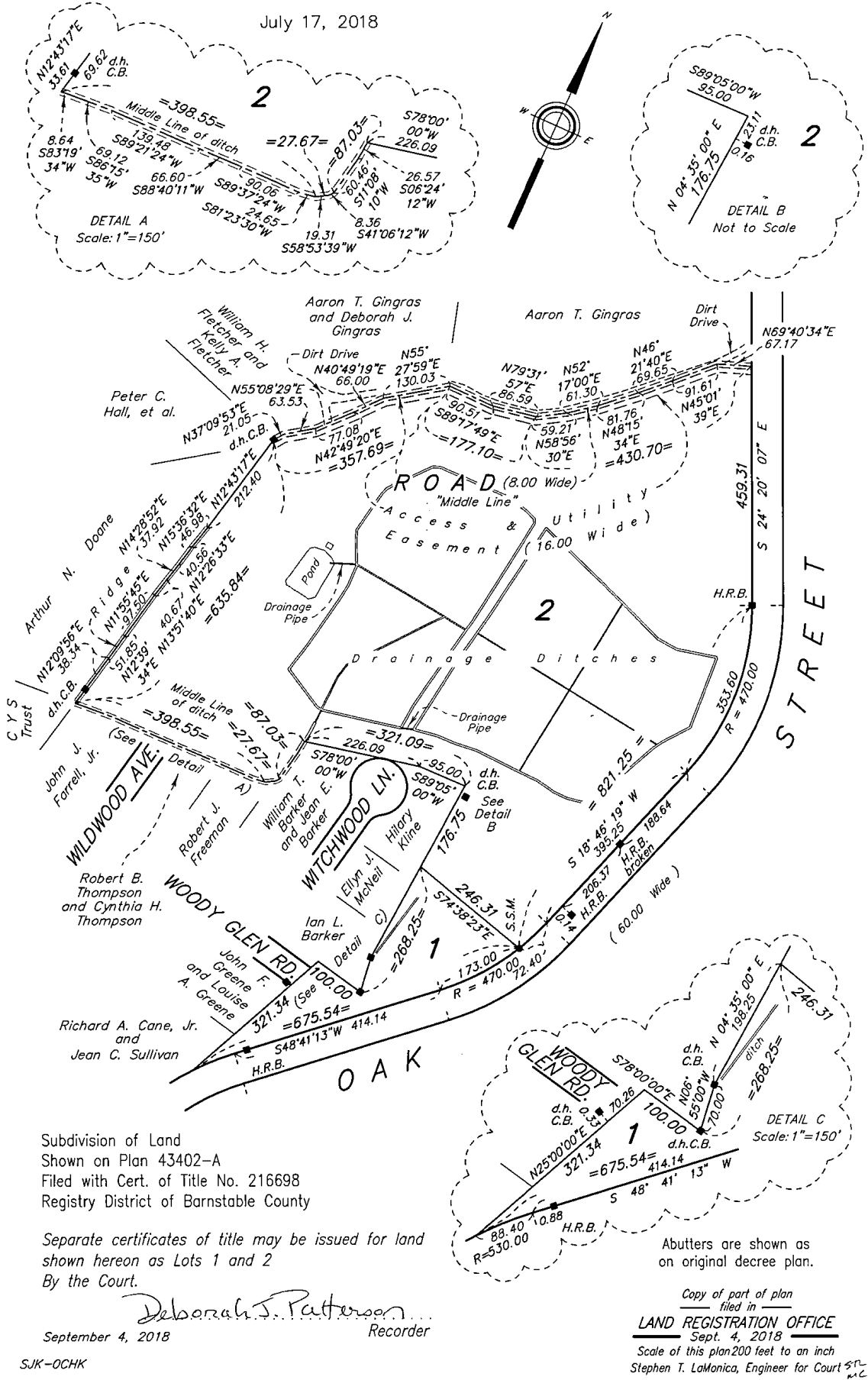


SUBDIVISION PLAN OF LAND IN HARWICH

Ryder & Wilcox, Inc., Surveyors

July 17, 2018

43402B



Subdivision of Land
 Shown on Plan 43402-A
 Filed with Cert. of Title No. 216698
 Registry District of Barnstable County

Separate certificates of title may be issued for land
 shown hereon as Lots 1 and 2
 By the Court.

Deborah J. Patterson
 Recorder

September 4, 2018

SJK-OCHK

Abutters are shown as
 on original decree plan.

Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 Sept. 4, 2018
 Scale of this plan 200 feet to an inch
 Stephen T. LaMonica, Engineer for Court

Part I	ADMINISTRATION OF THE GOVERNMENT
Title IX	TAXATION
Chapter 61A	ASSESSMENT AND TAXATION OF AGRICULTURAL AND HORTICULTURAL LAND
Section 14	SALE FOR OR CONVERSION TO RESIDENTIAL OR COMMERCIAL USE; NOTICE OF INTENT TO CITY OR TOWN; OPTION TO PURCHASE; ASSIGNMENT OF OPTION

[Section impacted by 2020, 53, Sec. 9 effective April 3, 2020 relating to the suspension of all time periods within which any municipality is required to act, respond, effectuate or exercise an option to purchase in order to address disruptions caused by the outbreak of COVID-19.]

Section 14. Land taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use while so taxed or within 1 year after that time unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use.

The discontinuance of agricultural or horticultural use shall not, in itself, for the purposes of this section, be considered a conversion. Specific use of land for a residence for the owner, the owner's spouse or a parent, grandparent, child, grandchild, or brother or sister of the owner, or surviving husband or wife of any deceased such relative, or for living

quarters for any persons actively employed full-time in the agricultural or horticultural use of such land, shall not be a conversion for the purposes of this section, and a certificate of the board of assessors, recorded with the registry of deeds, shall conclusively establish that particular use.

Any notice of intent to sell for other use shall be accompanied by a statement of intent to sell, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, and the name, address and telephone number of the landowner.

Any notice of intent to sell for other use shall be accompanied by a certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as described below.

Any notice of intent to sell for other use shall also be accompanied by any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

For the purposes of this chapter, a bona fide offer to purchase shall mean a good faith offer, not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use or the potential for, or the potential extent of development of the property for industrial or commercial use, made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.

Any notice of intent to convert to other use shall be accompanied by a statement of intent to convert, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, the name, address and telephone number of the landowner and the landowner's attorney, if any.

The notice of intent to sell or convert shall be sent by the landowner by certified mail or hand delivered to the mayor and city council of a city, or board of selectmen of a town, and in the case of either a city or a town, to its board of assessors, to its planning board and conservation commission, if any, and to the state forester.

A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified. Each affidavit shall have attached to it a copy of the notice of intent to which it relates.

The notice of intent to sell or convert shall be considered to have been duly mailed if addressed to the mayor and city council or board of selectmen in care of the city or town clerk; to the planning board and conservation commission if addressed to them directly; to the state forester if addressed to the commissioner of the department of conservation and recreation; and to the assessors if addressed to them directly.

If the notice of intent to sell or convert does not contain all of the material described above, then the town or city, within 30 days after receipt, shall notify the landowner in writing that notice is insufficient and does not comply.

For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land.

In the case of intended or determined conversion not involving sale, the municipality shall have an option to purchase the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner within 30 days after the notice of conversion to the municipality. In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense, contract for a second appraisal, to be completed within 60 days after the delivery of the notice to convert. If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties will contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties. The third appraisal shall be delivered to both parties within 90 days after the notice of conversion to the municipality and shall be the final determination of consideration. Upon agreement of a consideration, the city or town shall then have 120 days to exercise its option. During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.

The option may be exercised only after a public hearing followed by written notice signed by the mayor or board of selectmen, mailed to the landowner by certified mail at the address that is specified in the notice of intent. Notice of public hearing shall be given in accordance with section 23B of chapter 39.

The notice of exercise shall also be recorded at the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice to the landowner of the city or town's election to exercise its option shall be accompanied by a proposed purchase and sale contract or other agreement between the city or town and the landowner which, if executed, shall be fulfilled within a period of not more than 90 days after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the mayor or board of selectmen, or upon expiration of any extended period that the landowner has agreed to in writing, whichever is later.

At the public hearing or a further public hearing, the city or town may assign its option to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions under the terms and conditions that the mayor or board of selectmen may consider appropriate. Notice of public hearing shall be given in accordance with section 23B of chapter 39.

[Eighteenth paragraph effective until November 10, 2022. For text effective November 10, 2022, see below.]

The assignment shall be for the purpose of maintaining no less than 70 per cent of the land in use as forest land as defined in section 1, as agricultural and horticultural land as defined in sections 1 and 2 of chapter 61A or as recreation land as defined in section 1 of chapter 61B, and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the

assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

[Eighteenth paragraph as amended by 2022, 268, Sec. 95 effective November 10, 2022. For text effective until November 10, 2022, see above.]

The assignment shall be for the purpose of maintaining not less than 70 per cent of the land in use as forest land as defined in section 1 of chapter 61, as land in agricultural or horticultural use as defined in sections 1 and 2 or as recreational land as defined in section 1 of chapter 61B, and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

If the first refusal option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions as provided in this section, the mayor or board of selectmen shall provide written notice of assignment to the landowner.

The notice of assignment shall state the name and address of the organization or agency of the commonwealth which will exercise the option in addition to the terms and conditions of the assignment. The notice of assignment shall be recorded with the registry of deeds.

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the city or town has not exercised its option.

If the option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions, the option may be exercised by the assignee only by written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent. The notice of exercise shall also be recorded with the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice of exercise to the landowner shall be accompanied by a proposed purchase and sale contract or other agreement between the assignee and landowner which, if executed, shall be fulfilled within a period of not more than 90 days, or upon expiration of any extended period the landowner has agreed to in writing, from the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

During the 120 day period, the city or town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting the land, including, but not limited to, soil testing for purposes of Title V and the taking of water samples.

The city or town or its assignee shall have all rights assigned to the buyer in the purchase and sale agreement contained in the notice of intent.

If the city or town elects not to exercise the option, and not to assign its right to exercise the option, the city or town shall send written notice of nonexercise, signed by the mayor or board of selectmen, to the landowner by certified mail at the address that is specified in the notice of intent.

The notice of nonexercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them and shall be recorded with the registry of deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of nonexercise has been recorded with the registry of deeds, and no sale of the land shall be consummated if the terms of the sale differ in any material way from the terms of the purchase and sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided in this section.

This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall, at least 90 days before a foreclosure sale, send written notice of the time and place of the sale to the parties in the manner described in this section for notice of intent to sell or convert, and the giving of notice may be established by an affidavit as described in this section.

Good Afternoon,

On July 17, 2018, a plan was recorded in Land Court to subdivide about 1 ½ acres out of the original parcel (plan 43402B is attached). The original parcel was being assessed as Chapterlands under Chapter 61A Agriculture / Horticultural Land which receives a value credit on the assessment which reduces the value. When Gail and I were reviewing mapping changes we found that nothing had been done on the subdivision of the lot. We reached out to Aaron Gingras and he informed us that he will be removing that part of the parcel for his Daughter, because it is for family no action needed to be taken at that time. In January of 2022, Parcel 60/R1 was subdivided to 60/R2 0 Oak St (19.8 Acres still in Chapterland) and 60/R3 140 Oak St (1.49 Acres to build house for Daughter). We received the street numbers from Planning, and it was 60/R2 would be 0 Oak Street and 60/R3 would be 140 Oak Street.

It was brought to our attention that the property located at 60/R3 was for sale and listed as 17 Woody Glen Rd. We reached out to Aaron Gingras again to find out how the address of 17 Woody Glen Rd came to be and to remind him that the Town has right of first refusal. He informed us that he went before the Planning board in 2022 to have the access changed from Oak Street to Woody Glen Road. The Assessing office never received notice and therefore the property remained as 140 Oak Street in the assessing database.

In addition, because the property was removed from chapterlands and did not remain in the family, we will be assessing Rollback taxes for that portion.

I was able to locate some information regarding the 17 Woody Glen Road address. It looks like this case was on the Planning Board agenda for February 22, 2022. (See Attached)

If any additional information is needed, please let me know.

Thank You,

Carly Jones
Assessing Director
732 Main Street
Harwich, Ma 02645
508-430-7503
508-430-7086 (Fax)



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Select Board

FROM: Lincoln S. Hooper, Director 

DATE: August 1, 2023

RE: MassDOT de minimis Impact Determination

The attached de minimis Impact Determination is an environmental form that MassDOT is requesting be signed by the Town due to Saquatucket Harbor being waterfront property. By signing the form the Town is agreeing that the permanent aerial easement required in order to move a utility pole for the sidewalk construction “will not adversely affect the activities, features, and attributes” of the property. MassDOT Right of Way Division will be seeking the actual easement in the future for this sidewalk project.

Attached please find sheet 17 of the Preliminary Right of Way Property Plans and a zoomed in picture of the actual easement. The easement itself is drawn in green with red notes identifying the utility pole anchor wire and the overhead wire location. MassDOT requires a 5’ offset from utilities, which is why the easement is larger than the wire itself.

I recommend that the Board sign the attached form and return it to MassDOT.

Cc: Joe Powers, Town Administrator
John Rendon, Harbormaster

Section 4(f) *de minimis* Impact Determination [per 23 CFR 771]

NOTE: *De minimis* impacts are defined as those that, after considering any measures to minimize harm, do not adversely affect the activities, features, or attributes that qualify a significant public park, recreation area, or wildlife and/or waterfowl refuge for protection under Section 4(f) of the DOT of 1966, as amended.

This form is prepared to document the analysis of planned impacts to a Section 4(f) facility and seek concurrence from the official with jurisdiction that the below-referenced MassDOT federal-aid transportation project's minor impacts would not adversely affect the operation/function of the subject resource.

Project Information Table

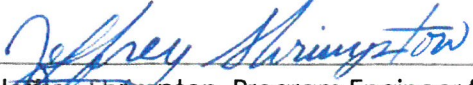
Project Proponent:	Town of Harwich
Project Name:	Sidewalk Installation on Route 28 from Bank Street to Saquatucket Harbor (611985)
Municipality:	Town of Harwich
Project Description:	The Massachusetts Department of Transportation Highway Division and the Town of Harwich propose to expend federal funds to construct a sidewalk on the eastbound segment of Route 28 from Bank Street to Saquatucket Harbor.
Section 4(f) Resource:	Saquatucket Municipal Marina
Type of Section 4(f) Resource:	Recreation Area
Official with Jurisdiction:	Town of Harwich
Impacts to Section 4(f) Resource:	This project will require one permanent easement totaling 760 square feet. The permanent easement (5-PUE-27) is required for the relocation of overhead wires, guy wire installation, the placing of a small sediment control barrier during construction, and for sloping and grading.
Measures to Minimize Harm to Section 4(f) Resource:	Per FHWA's Section 4(f) policy paper, a <i>de minimis</i> impact determination considers all avoidance, minimization, mitigation, or enhancement measures. The easement is located as far away from the marina as possible. Proposed work on the marina will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f).
Public Outreach and public comments:	Public input was sought for the <i>de minimis</i> impact determination through a legal ad notice advertised in the Cape Cod Times on June 14, 2023. A 25% formal design public hearing was held on January 17, 2023. No significant concerns or issues have been raised by public comment to date.

Summary and Determination

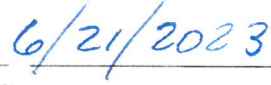
Based on the minor scope of the above-referenced impacts, including measures to minimize harm, MassDOT Highway Division has determined that the project will not adversely affect the activities, features or attributes that qualify the resource for protection under Section 4(f).

MassDOT Intent to make a *De Minimis* Determination

This notification hereby serves to inform the official with jurisdiction of MassDOT's intent to make a *de minimis* impact determination for the described proposed "use" of the subject Section 4(f) resource.



Jeffrey Shrimpton, Program Engineer for Design
MassDOT Highway Division



Date

Section 4 (f) *De Minimis* Finding Concurrence

After consideration of any comments received from the public, as the official with jurisdiction over said resource, I hereby concur with the determination that "use" will not adversely affect the activities, features, and attributes that qualify the property for protection under Section 4(f).

Mary E. Anderson, Chair, Select Board
Town of Harwich

Date

MassDOT Request for Federal Highway Administration (FHWA) Approval
MassDOT Highway Division requests final approval from FHWA that the proposed "use" of the above described Section 4(f) resource meets the criteria of a *de minimis* impact, as specified under 23 CFR 774.17.

Division Administrator (or designee)
Federal Highway Administration
Massachusetts Division

Date

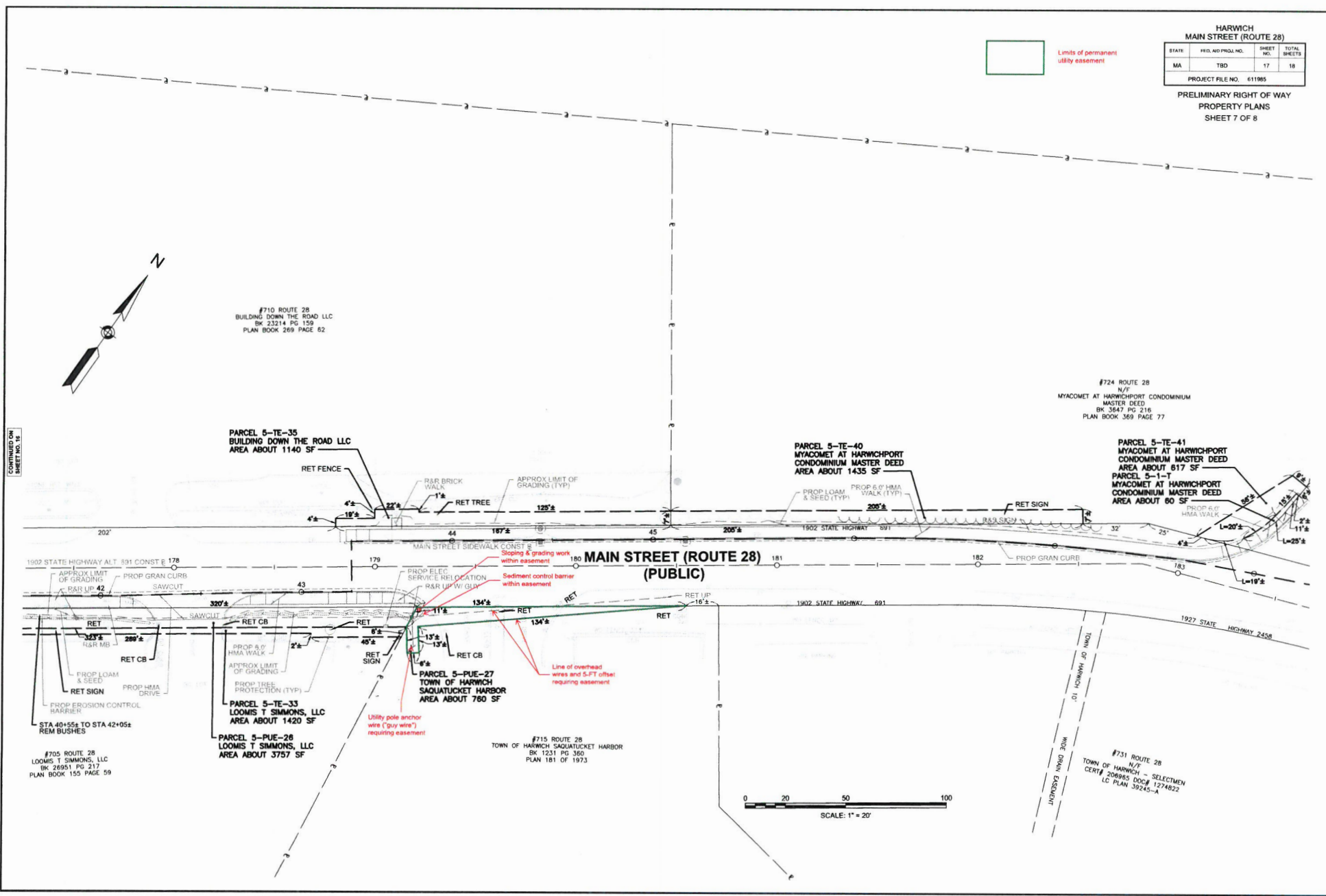
HARWICH MAIN STREET (ROUTE 28)

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	TBD	17	18

PROJECT FILE NO. 611965

PRELIMINARY RIGHT OF WAY
PROPERTY PLANS
SHEET 7 OF 8

Limits of permanent
utility easement



#710 ROUTE 28
BUILDING DOWN THE ROAD LLC
BK 23214 PG 159
PLAN BOOK 269 PAGE 62

#724 ROUTE 28
N/T
MYACOMET AT HARWICHPORT CONDOMINIUM
MASTER DEED
BK 3647 PG 216
PLAN BOOK 369 PAGE 77

PARCEL 5-TE-35
BUILDING DOWN THE ROAD LLC
AREA ABOUT 1140 SF

PARCEL 5-TE-40
MYACOMET AT HARWICHPORT
CONDOMINIUM MASTER DEED
AREA ABOUT 1435 SF

PARCEL 5-TE-41
MYACOMET AT HARWICHPORT
CONDOMINIUM MASTER DEED
AREA ABOUT 617 SF
PARCEL 5-1-T
MYACOMET AT HARWICHPORT
CONDOMINIUM MASTER DEED
AREA ABOUT 60 SF

MAIN STREET (ROUTE 28)
(PUBLIC)

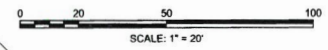
PARCEL 5-PUE-27
TOWN OF HARWICH
SAGATUCKET HARBOR
AREA ABOUT 760 SF

PARCEL 5-TE-33
LOOMIS T SIMMONS, LLC
AREA ABOUT 1420 SF
PARCEL 5-PUE-26
LOOMIS T SIMMONS, LLC
AREA ABOUT 3757 SF

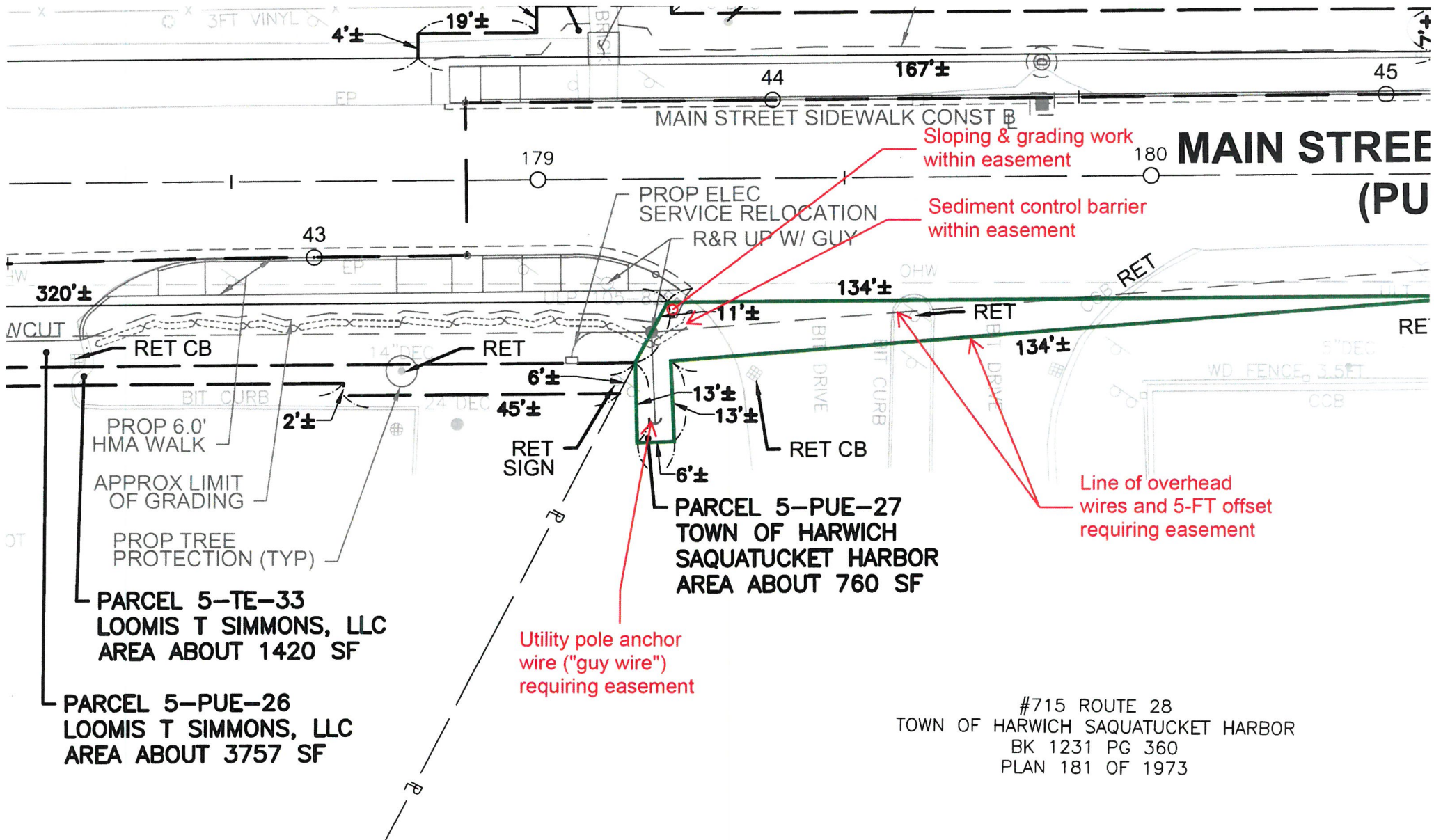
#715 ROUTE 28
TOWN OF HARWICH SAGATUCKET HARBOR
BK 1231 PG 350
PLAN 181 OF 1973

#705 ROUTE 28
LOOMIS T SIMMONS, LLC
BK 26951 PG 217
PLAN BOOK 155 PAGE 59

#731 ROUTE 28
N/T
TOWN OF HARWICH - SELECTMEN
CERT# 204965 DOC# 1274822
LC PLAN 39245-A



CONTINUED ON
SHEETING 6



**MAIN STREET
(PU)**

Sloping & grading work within easement

Sediment control barrier within easement

Line of overhead wires and 5-FT offset requiring easement

Utility pole anchor wire ("guy wire") requiring easement

PROP ELEC SERVICE RELOCATION R&R UP W/ GUY

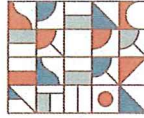
**PARCEL 5-PUE-27
TOWN OF HARWICH
SAQUATUCKET HARBOR
AREA ABOUT 760 SF**

**PARCEL 5-TE-33
LOOMIS T SIMMONS, LLC
AREA ABOUT 1420 SF**

**PARCEL 5-PUE-26
LOOMIS T SIMMONS, LLC
AREA ABOUT 3757 SF**

#715 ROUTE 28
TOWN OF HARWICH SAQUATUCKET HARBOR
BK 1231 PG 360
PLAN 181 OF 1973

CONTRACTS



Spencer Preservation Group

PRESERVATION ARCHITECTS

March 31, 2023

Brooks Academy Museum
90 Parallel Street
Harwich, MA

ACCESSIBILITY NARRATIVE

Introduction

The Brooks Academy Museum is a 2 story, wood framed building built in a Greek Revival style, originally in 1844 as a schoolhouse with additions from 1909 and 1927. Currently, the Harwich Historical Society operates the building as a museum with exhibit space to display both artifacts from their collection and rotating curated exhibits to the general public.

Proposed alterations to the building are to replace the existing foundation of the building with a new concrete and masonry foundation, excavating an existing crawl space to expand to a full basement at the 1844 and 1909 wing. Additionally, first floor framing will be repaired and supplemented. To access this work, existing electrical distribution and HVAC ductwork and plumbing will be temporarily removed and then re-installed.

Architectural Access

Architectural access regulations in Massachusetts (521 CMR) Regulations of the Massachusetts Architectural Access Board (MAAB) are written to encourage making buildings and spaces barrier free to persons with physical or mental disabilities.

There are several “triggers” where work done will need to in-corporate accessibility. Note that the guidelines describe a minimum standard. Exceeding these requirements is at the discretion of the Town and the Historical Society.

Generally speaking, all new work including construction, reconstruction, alterations, re-modeling, additions, and changes in use should conform to the access regulations. This means all additions, reconstruction, remodeling, and alterations or repairs to existing public buildings or facilities which require a building permit.

If the building permit value of the work being performed amounts to less than 30% of the assessed building value and less than \$100,000, only new work or renovated spaces would be required to comply. If the value of permit work exceeds 30% of the building's assessed value, the entire building must be brought into compliance with 521 CMR. The Town of Harwich tax assessment for fiscal year 2022 is \$724,00 (building only), so the 30% threshold would be \$217,200. The proposed construction work at Museum is contracted for \$1,189,000 so obviously this well exceeds the 30% threshold.

Therefore, the entire facility would have to be made fully accessible. If spaces cannot be made accessible, a variance may be sought to allow their continued use by the public, or for exemption for certain uses.

The intent of this document is to identify current features of the building that do not conform to 521 CMR the Regulations of the Massachusetts Architectural Access Board, and to help recommend a path forward correct these issues.

Issue Identification

In this document we identify features that are currently not in compliance with 521 CMR. Only those items not in conformance are noted.

Entrances - 521 CMR requires that *all* entrances be accessible (25.1) At the Museum, there is currently only one accessible entrance that has an accessible ramp, as 2 others feature steps.



Figure 1 South entry has steps making it inaccessible



Figure 2 North entry has steps making it inaccessible



Doors: A common impairment to an accessible route that occurs throughout the building is at doors where existing wood thresholds are in excess of ½" high (see 26.10.1) and existing hardware does not conform (see 26.11.1)



Figure 3 Most interior doors have inaccessible thresholds and hardware



Rest Room: While the existing restroom has been renovated to provide a level of accessibility with conforming signage, grab bars, and fixture clearances, there is not enough room there for full compliance, particularly for the required clearance between the watercloset and lavatory (see 30.7.2)

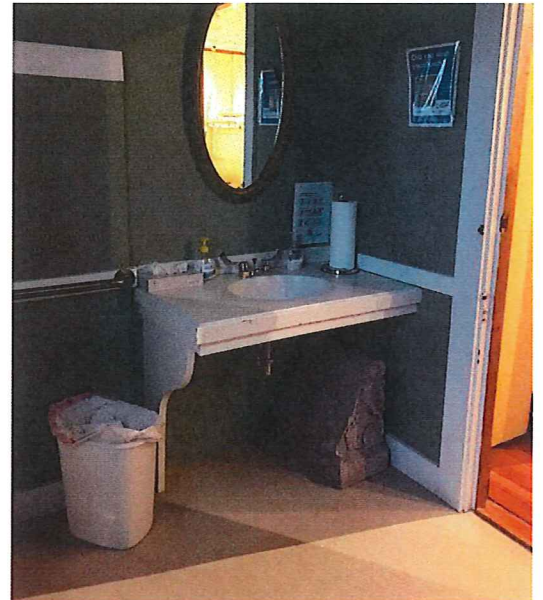


Figure 4 while the toilet room has accessible features, there required clearances for fixtures is inadequate

The accessibility situation at the north stair is particularly difficult to resolve. An effort has been made to provide accessibility as required by 28.1 via an inclined seat conveyance. We simply don't know the backstory of this or when it was installed. The inclined lift may have been permitted when it was installed under 28.12.4 which states that an inclined lift is permitted "where no other work is being performed and no other alternative is available" or could have even been installed prior to the effective date of M.G.L. c22, 13A in 1974. Whatever the history, the current inclined seat does not conform to the present code for an inclined lift in that it does not feature the required 30" x 48" minimum sized platform with permanent folding seat (see 28.12.5)

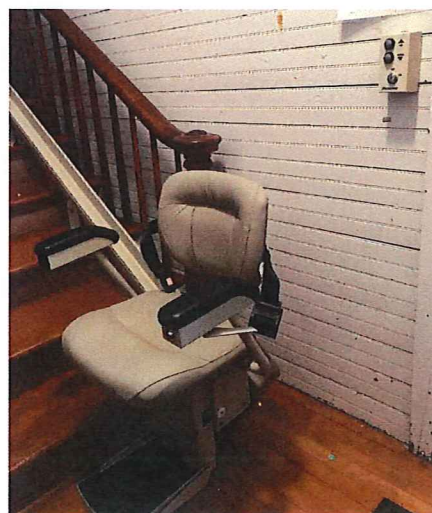


Figure 5 view of inclined seat lift



Additionally, at the north stair the handrails are mounted at 25" and should be mounted at the code required height range of 34"-38".

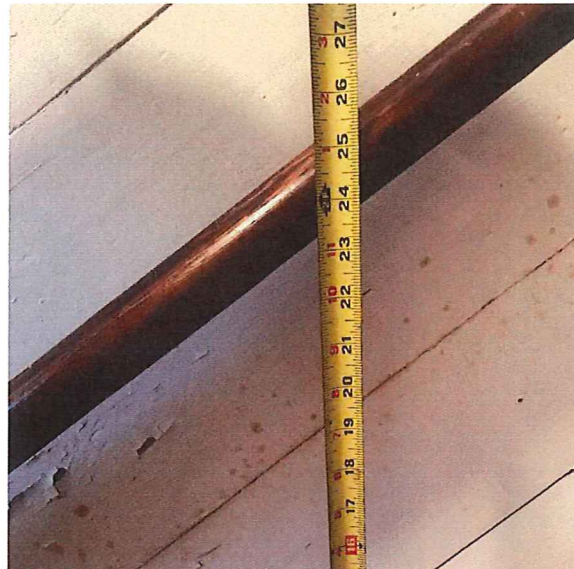


Figure 6 Existing stair railing installed below 34" minimum

At both the north and south stairs, there are historic railings, newels, and balustrade systems that do not conform to a number of the requirements for handrails from Section 27.4. In our past work in historic buildings the MAAB has granted variance to the historic inner railings provided that the opposite wall-mounted railings are brought into conformance for height, cross sectional area, and end extensions.



Figure 7 baluster, railing, and newels at stairs are non-conforming



Recommendations

The Massachusetts Architectural Access Board may grant a variance to the regulations for accessibility when the Board agrees that it "is not feasible technologically, or would result in excessive and unreasonable costs without any substantial benefit to physically handicapped persons". Relief from the Regulations (CMR 521) would require that a variance application be submitted to the Board to make such a determination. In some instances, where compliance causes a financial or operational hardship, the Board may grant a time extension to allow the Owner to bring the project into conformance.

Our recommendation for proceeding would be to make a number of corrections to those items that are not too financially burdensome now, and to request variances for some of those that may meet assessment that they are technologically infeasible or pass the cost-benefit judgement. For this type of variance, cost estimates for the changes must be included in the application.

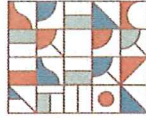
We recommend that the Town proceed immediately with the carpentry repairs that would bring interior door hardware and thresholds into compliance, via planing the thresholds so that they are a maximum ½" high, and replacing existing door knob hardware with lever handled hardware. The fixture clearance issue at the rest room may be resolved by replacing the counter and lavatory with a new wall mounted lavatory. The wall-mounted handrails at stairs should be modified to conform.

A multi-issue variance should be submitted to the MAAB requesting that the main entry at the north porch be considered as the Entrance, and that the other 2 doors are egress. (Section 25.1)

A variance request should be made to exempt the railing, newel, and balustrade systems of both the north and south stairs. (27.4)

The vertical access for the public to the second floor is the most difficult and unpredictable to resolve (see 28.1) We recommend requesting a time variance that would allow the Town to continue to operate the building with the current inclined seat lift, with an agreement that an elevator is in the planning stages and will be installed in the near future.





Spencer Preservation
Group

PRESERVATION ARCHITECTS

Town of Harwich

Amendment Number 1 to Architectural Design Services Contract

Project : Brooks Academy Museum, Basement Renovation
Architects : Spencer Preservation Group
Scope : Additional Services for variance application to the Massachusetts Architectural Access Board

Amend existing contract terms and conditions as follows :

- 1. Additional services to prepare and submit a variance application to the Massachusetts Architectural Access Board, including attendance at hearings as required.

Add \$ 6,500.00

The Contract Fee is adjusted as follows :

Base Contract	\$118,350.00
Amendment No. 1 services fee	<u>\$ 6,500.00</u>
Total	\$124,850.00

All other terms and conditions to remain the same.

This Agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth.

Town of Harwich, Massachusetts

Architect

Douglas Manley AIA

Spencer Preservation Group

Date :

Date :

5/25/2023

**HARWICH, MASSACHUSETTS
GRANT AGREEMENT**

THIS GRANT AGREEMENT (this “Agreement”) is entered into on this _____ day of _____, 2023, by and between the **Town of Harwich** (the “Town”), a municipal corporation duly organized under the laws of The Commonwealth of Massachusetts, and acting by and through its Select Board, having a usual place of business at 732 Main Street, Harwich, MA 02645 and **Harwich Conservation Trust** (the “Grantee”), a not for profit trust established under declaration of trust, dated September 24, 1988, and recorded in the Barnstable County Registry of Deeds (“Registry”) in Book 6456, Page 222, and in the Barnstable County Land Registry District as Document No. 615918, as amended, having a usual place of business at P.O. Box 101, South Harwich, MA 02661 and a physical address of 947 Route 28, South Harwich, MA 02661, acting by and through its Board of Trustees, collectively the “Parties.”

WHEREAS, Grantee is the owner of certain property located at 0 Bank Street, Harwich, Barnstable County, Massachusetts, known as the “Robert F. Smith Cold Brook Preserve” which property is described in deeds recorded with the Barnstable County Registry of Deeds in Book 13958, Page 31 and Book 16116, Page 53 and Deed 18467, Page 15 and Plan Book 341, Pages 90-93 and Plan Book 465, Page 67, and which the Grantee holds and manages for conservation, open space and passive recreational purposes in perpetuity (the “Property”);

WHEREAS, the Town is implementing its approved Comprehensive Wastewater Management Plan approved by the Massachusetts Secretary of Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated as of May 13, 2016 (the “CWMP”) which generally seeks to protect, preserve and restore the water quality of various water resources within or relating to natural resources within the Town of Harwich;

WHEREAS, Grantee is in the process of implementing an ecological restoration project involving approximately 49 acres of the 66 acre Property referred to as the “Cold Brook Ecological Restoration Project” described in the CWMP and as further described and defined in **Exhibit A**, attached hereto and incorporated herein (hereinafter, the “Project”);

WHEREAS, the Parties intend to enter into a License Agreement in the form attached hereto as **Exhibit B** (“the License”), granting the Town access to the Property to, among other purposes, monitor the work of the Project pursuant to the terms of this Agreement and conduct its Nitrogen Monitoring Plan (“NMP”), which NMP is also further described in defined in Exhibit A hereto;

WHEREAS, the Town authorized the borrowing of up to \$2,000,000.00 for the purpose of implementing the Project, including any land acquisition and other incidental and related costs, pursuant to Vote of the Town on Article 12 of the May 16, 2017 Annual Town Meeting (the “Vote”), a copy of which is attached hereto as **Exhibit C**;

WHEREAS, the Massachusetts Division of Ecological Restoration (“DER”) was awarded a matching grant for the Project of up to \$1,000,000 provided through the United States Fish and Wildlife Services National Coastal Wetlands Conservation Grant Program (No. F19AP00287) to pay eligible Project costs, and for which HCT and Town are each designated as a sub-grantee and under which DER shall act as the awarding authority (the “USFW Grant,” a copy of which is attached hereto as **Exhibit D** and incorporated herein);

WHEREAS, the Town desires to grant to Grantee a portion of the tax-exempt borrowing proceeds authorized by the Vote in an amount not to exceed One Million, Five Hundred Thousand (\$1,500,000.00) Dollars (the “Town Contribution”) to secure the full amount of the available USFW Grant for work comprising the Project, and also contribute funding for the design, permitting, construction, implementation and monitoring services of the Project (“Eligible Project Costs”) in accordance with terms of this Agreement; and

WHEREAS, Grantee desires to receive said Town Contribution to secure the USFW Grant and pay Eligible Project Costs in accordance with the terms of this Agreement.

NOW THEREFORE, the Town and Grantee wish to set forth in this Grant Agreement the terms and conditions of the Grant, and hereby agree as follows:

Agreement

1. **Recitals.** The recitals above are true and accurate and are incorporated herein by reference.
2. **Funding.** The Town shall grant tax-exempt bond proceeds to Grantee in an amount not to exceed the Town Contribution on the condition that Grantee shall use the Funds only for Eligible Project Costs associated with the purposes of designing, permitting, constructing, implementing and monitoring the Project, as set forth more particularly in the Contract Documents, as that term is defined in Paragraph 3 below, and in accordance with the terms of this Agreement.
3. **Contract Documents.** The term “Contract Documents” as used herein shall include this Agreement, the CWMP, the License, the Vote, USFW Grant, the covenants relative to the bond proceeds issued by the Town pursuant to the Vote, all local, state and federal permits issued for the Project, and the procurement and bidding documents issued by Grantee for undertaking the Project in accordance with Section 3(d) below, including without limitation the General Construction Contract, Subcontracts, General and Supplemental Conditions, Invitations to Bid, Bid and Sub-Bid Forms, Bond forms, Certifications, Specifications and all other related procurement and bid materials (collectively, the “Construction Bid Documents”). Copies of the Construction Bid Documents shall be provided to the Board of Selectmen’s office no later than 14 calendar days before the Project is advertised in the Central Register, and the Board shall provide any comments or suggested edits within the 14 calendar day period. If no comments are received during that 14 calendar day period, the Construction Bid Documents shall be deemed approved by the Town.

4. Public Bid Laws and Process. The Parties agree that the Project will be bid and executed as a public works construction project within the meaning of the public bidding laws of the Commonwealth, including Chapters 30, 30B and 149 of the General Laws, as amended (the “Public Bidding Laws”). Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of Sections 26 to 27G of Chapter 149 of the Massachusetts General Laws, as amended, apply to the Project. Once the Project is advertised in the Central Register, the Grantee will follow the procedures set forth in the Public Bidding Laws. The Town Contact (as defined in Paragraph 5(f) below) shall attend the Sub-Bid opening and the General-Bid opening. The Grantee shall confer with the Town Contact within two (2) business days of the bid opening, and before awarding the General Construction Contract to the lowest responsible and eligible bidder pursuant to the provisions of G.L. c. 30, §39M. If the Town objects to the award of the contract to the lowest responsible and eligible bidder identified by the Grantee through the bidding process, the Town must notify the Grantee of such objection within five (5) business days of the bid opening, and in that event, Grantee shall have the right, in its sole discretion, to reject all bids and not proceed with the Project. If the Town does not object to the award of the contract to the lowest responsible and eligible bidder identified by the Grantee through the bidding process within 5 business days of the bid opening, then the Grantee may, in its sole discretion, proceed to award the contract to said bidder, in which event the Grantee shall be deemed to have complied with the Bid Process provisions of this Agreement.
5. Conditions. The award and release of the Town Contribution to Grantee is conditioned upon the following conditions:
 - a) Work on the Project (the “Work”) shall proceed in accordance with the Contract Documents, including without limitation all local, state and federal permits issued for the Project, as well as all applicable laws and regulations.
 - b) The Work shall be deemed complete and in full compliance with the terms of this Agreement upon the issuance of a Certificate of Compliance from the Harwich Conservation Commission on its Restoration Order of Conditions recorded in the Barnstable County Registry of Deeds in Book 35499, Page 151 (SE File No. 32-2505), notwithstanding any on-going conditions contained in said Certificate.
 - c) The Work shall be completed by January 31, 2028, unless further extended by written agreement executed by both parties hereto.
 - d) Any Funds remaining upon completion of the Project as provided for in Section 3(a) shall be returned to the Town’s General Fund.
 - e) Grantee agrees that, prior to the receipt of any Funds, Grantee shall grant and deliver to the Town a fully executed License in the form attached hereto as Exhibit B.
 - f) Town Contact. The Town’s authorized representative for the Project is Town Administrator, Joseph F. Powers, who can be reached at (508) –430-7513, and jpowers@harwich-ma.gov, or his designee.

- g) Grantee Contact. Grantee's authorized representative is Executive Director, Michael Lach, who can be reached at: 508-432-3997 and mike@harwichconservationtrust.org; and its Project Manager, Nick Nelson, ph: 617-852-7744, email: nnelson@interfluve.com.
6. Project Budget and Schedule. Prior to the commencement of the Work under the General Construction Contract, Grantee must prepare and submit to the Town Contact a complete budget and estimated schedule for the work of the Project ("Project Budget and Schedule"), detailing the estimated schedule for the Work of the Project and all Eligible Project Costs that will be expended from the Town Contribution, the USFW Grant, as administered by DER and/or from other sources of funding. The Town will have fifteen (15) business days from the date the Project Budget and Schedule is provided to the Town Contact to review and approve the same. If the Town does not provide any comment within the 15 business day period, the Project Budget and Schedule shall be deemed approved. If the Town determines that payment requests submitted in accordance with Paragraph 8 herein do not constitute Eligible Project Costs set forth in the Project Budget, payment may not be authorized.
7. The Work of the Project and the Project Commencement Date. Grantee shall be responsible for obtaining from federal, state and local agencies all relevant permits, licenses, and approvals prior to commencing the Work. No local permit or license or fee is waived by the award of the Funds. The Work of the Project shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines and shall conform to all local, state and federal permits issued for the Project and all applicable laws, bylaws, rules and regulations. The Project commencement date ("Project Commencement Date") shall be the date this Grant Agreement is fully executed by all parties.
8. Payment. In order to comply with the provisions of General Laws, Chapter 30, Section 39G, every thirty (30) days after the Project Commencement Date, the Grantee shall submit to the Town Contact a periodic estimate prepared by the successful bidder who has been awarded the General Construction Contract (hereinafter, the "General Contractor"), which periodic estimate will have been previously reviewed and approved by the Grantee's Project Manager, requesting payment of the amount due for the Work performed during the preceding thirty (30) days and for any materials incorporated into the Work, or if not incorporated in the Work, delivered free of all encumbrances and suitably stored at the Property. The Town Contact shall have ten (10) calendar days to review and make payment on the periodic estimate to the Grantee and the Grantee shall in turn make payment thereon to the General Contractor within five (5) calendar days thereafter, who will in turn pay the subcontractors in accordance with the Contract Documents and the provisions of G.L. c. 30, §39G. Substantial completion and final completion estimates shall also be prepared, submitted and paid pursuant to the provisions of G.L. c. 30, §39G. When reviewing the periodic, substantial completion and final estimates, the Town Contact shall have the right to ask for supplementary information and/or enter onto the Property for the purpose of inspecting the Work and/or ensuring that Grantee is in compliance with this Agreement and as otherwise accorded pursuant to the terms of the License provided, however, that such review and inspection shall be completed within ten (10) calendar days of the Town Contact's receipt of the periodic estimates. The Town Contact shall review the periodic, substantial completion

and final completion estimates and reasonably determine that the Work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents and with legal requirements applicable to the Work. Grantee shall use all such sums only for Eligible Project Costs, as described in the Contract Documents and set forth in the Project Budget. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Town Contribution (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.

9. Progress Reports. Grantee shall provide the Town with progress reports at three (3)-month intervals beginning sixty (60) days from the date of the signing of this Agreement for as long as the Town Contribution remains unexpended. The Town reserves the right to require supplementary information from Grantee. Grantee shall submit a final report to the Town, including digital photographs and other documents, if applicable, within ninety (90) days from the Project completion date.
10. Record-Keeping. Grantee agrees to keep, for the greater of a period of six (6) years after the Project is completed, applicable records retention schedules or the term of this Agreement, such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town. The Town shall have full and free access to such records and may examine and copy such records during normal business hours and as often as the Town may deem appropriate.
11. Termination. In the event either party fails to fulfill any of its obligations under this Agreement, and such failure is not cured within thirty (30) days after the written notice has been provided specifying such failure, the non-breaching party shall have the right, in its sole discretion, to terminate this Agreement upon further written notice to the other party. Upon termination, the parties shall be free to pursue any rights or remedies at law or in equity. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 8, 9, 10, 11, 12 and 18 shall survive said expiration or earlier termination. In the event either party takes legal action under this Agreement, for enforcement or otherwise, the non-prevailing party shall be liable for all of the prevailing party's costs and expenses related thereto, including but not limited to reasonable attorney's fees and court costs, including those incurred by the prevailing party on and from the date of default.
12. Return of Funds. In the event the Agreement is terminated pursuant to Section 9, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee, Grantee shall be liable to repay to the Town any unused portion of the Grant Amount already paid by the Town to the Grantee, and the Town may take such steps as are necessary, including legal action, to recover such funds.
13. Liability of the Town. The Town's sole obligation hereunder shall be to make the timely payments required in Section 6 of this Agreement, provided that Grantee complies with the

terms hereof, including the conditions set forth in Section 3, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

14. Indemnification. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, of any nature whatsoever arising as a result of (a) any breach of this Agreement by the Grantee, (b) any injury to person or property resulting from the Work, (c) Grantee's performance of the Work or the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, (d) the failure of any contractor hired by Grantee to perform the Work or any other act or omission of any such contractor, and (e) any and all claims for the payment by the Town of any amount in excess of the Town Contribution. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
15. Independent Status. Grantee acknowledges and agrees that it is acting in a capacity independent of the Town, and shall not be considered an employee or agent of the Town for any purpose.
16. Successors and Assigns. This Agreement is binding upon the parties hereto and their successors and permitted assigns. Grantee shall not assign, subcontract or otherwise transfer this Agreement or its rights hereunder, in whole or in part, without the prior written consent of the Town, which may be withheld in its sole and absolute discretion.
17. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement.
18. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
19. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
20. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of The Commonwealth of Massachusetts and Grantee submits to the

jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Exhibits:

Exhibit A: Project Description

Exhibit B: License

Exhibit C: Vote

Exhibit D: USFW Grant

IN WITNESS THEREOF, the Parties hereto have executed this Grant Agreement effective on the day written above:

GRANTOR:

Harwich Conservation Trust,

By: Thomas M. Evans
Thomas M. Evans, President

By: Andrea C. Silbert
Andrea C. Silbert, Vice President

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, s.s.

On this 3rd day of AUGUST, 2023, before me, the undersigned notary public, personally appeared Thomas M. Evans president, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Harwich Conservation Trust.

Michael W. Lach
Notary Public MICHAEL W. LACH
My commission expires: SEPT. 9, 2023

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, s.s.

On this 3rd day of AUGUST, 2023, before me, the undersigned notary public, personally appeared Andrea C. Silbert vice-president, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Harwich Conservation Trust.

Michael W. Lach
Notary Public MICHAEL W. LACH
My commission expires: SEPT. 9, 2023

TOWN:

By its Select Board,

_____, Chair

Name:

Name:

Name:

Name:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, Chair of the Harwich Board of Selectmen as aforesaid, and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that (s)he signed it voluntarily for its stated purpose on behalf of the Harwich Board of Selectmen.

Notary Public
My Commission Expires:

Exhibit A

Project Description

The Cold Brook Eco-Restoration Project (“the Project”) is an ecological restoration project involving approximately 49 acres of the Robert F. Smith Cold Brook Preserve (“the Property”), shown on the Harwich Assessors Maps as Assessor’s Parcel ID 23-C1-0.

The Project seeks to transform 49-acres of a former working cranberry bog into a naturally functioning and self-sustaining wetland system, with the intention of reducing nitrogen loads to Saquatucket Harbor. The primary goal of the project is to create conditions that will allow the restored site to maintain ecological integrity over time without ongoing intervention. The project will accomplish this goal by addressing elements associated with the former agricultural uses that inhibit natural processes, including: an anthropogenic sand layer that separates the ground surface from the water table, a physically altered and simplified stream system with poor habitat value and water quality, and multiple barriers to natural surface hydrology (including earthen berms (dams) and water control structures). The project will restore multiple wetland types, enhance fish and wildlife habitat, restore fish passage, improve water quality, enhance storage of floodwaters on the site, and enhance nitrogen attenuation. The Project will also provide enhanced visitor access to the Property’s scenic walking trails, continuing the HCT tradition of connecting the local community with the natural world.

The Project is more fully described and shown on the Project plans prepared by Inter-Fluve, entitled “Harwich Conservation Trust Cold Brook Eco-Rstoration Project 75% Preliminary Engineering Design” and dated July 14, 2022, the plans prepared by Stephen Stimson Associates, entitled “Harwich Conservation Trust Cold Brook Eco-Rstoration Project” and dated May 5, 2022, and in the Notice of Intent application materials filed with the Harwich Conservation Commission and approved by said Commission by virtue of the Restoration Order of Conditions issued on August 22, 2022 (DEP File No. SE-32-2505).

The project also includes Nitrogen Monitoring Plan (“NMP”), wherein the water quality at the Property will be regularly monitored by the Town, in accordance with the terms of the License attached to this Agreement as Exhibit B, as the Project is implemented and as it is managed after completion. Should data from such monitoring reveal that water quality at the Property associated with open water ponds, including but not limited to elevated phosphorus levels, is adversely affecting HCT’s ecological restoration goals as stated above, then the Town shall consult with HCT and their partners to collaboratively develop an analysis and proposed solution to the water quality problem through data collection, engineering study, and related work funded by up to \$50,000 additional monies, over and above the Town Contribution, which monies have been reserved for said purpose set aside from the already existing 2017 Town Meeting project funding authorization. Said reserved funds shall be available for said purpose for a period of five years from the date of eco-restoration construction completion. If mitigation measures are needed, then HCT and the Town shall work cooperatively to fund and implement a mitigation plan to address the water quality issue. If the reserved \$50,000 is not needed for said purpose at

the end of the five year period, then the funds will be utilized to support the Town's nitrogen attenuation effort through invasive plant monitoring and management that assists the growth of native plants in the shallow marsh, deep marsh, salt marsh, and riparian habitats which help naturally reduce nitrogen.

The final Project scope and description will be defined by the final local, state and federal permits for the Project, and as conditioned in those permits by the issuing agencies.

Exhibit B

License Agreement

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made this ___ day of _____, 2021 (the “Effective Date”), by and between the Harwich Conservation Trust (the “Grantor”), a not for profit trust established under declaration of trust, dated September 24, 1988, and recorded in the Barnstable County Registry of Deeds (“Registry”) in Book 6456, Page 222, and in the Barnstable County Land Registry District as Document No. 615918, as amended, having a usual place of business at P.O. Box 101, South Harwich, MA 02661 and a physical address of 947 Route 28, South Harwich, MA 02661, acting by and through its Board of Trustees, and the Town of Harwich (the “Town”), a municipal corporation duly organized under the laws of The Commonwealth of Massachusetts, and acting by and through its Select Board, having a usual place of business at 732 Main Street, Harwich, MA 02645 and, collectively the “Parties.”

BACKGROUND

- A. The Grantor owns certain vacant land known as and numbered 0 Bank Street located in the Town of Harwich, Barnstable County, Massachusetts, as more particularly described in Deed to the Grantor recorded with the Barnstable County Registry of Deeds (the “Registry”) in Book 13958, Page 31, which property contains the 66-acre “Robert F. Smith Cold Brook Preserve” and is shown on the Harwich Assessors Maps as Assessor’s Parcel ID 23-C1-0 (the “0 Bank Street Property”);
- B. The Grantor also holds a 50% interest in the property known as and numbered 203 Bank Street, also located in the Town of Harwich, Barnstable County, Massachusetts, as more particularly described in the Deed to the Grantor recorded with said Registry in Book 35530, Page 91, which property was formerly utilized by the Harwich Fire Department and is shown on the Harwich Assessors Maps as Assessor’s Parcel ID 23 - B2, B2-1, and B3 (the “203 Bank Street Property” and collectively, with the 0 Bank Street Property, the “Grantor Land”).
- C. Within the 0 Bank Street Property is a former working cranberry bog, which bog can be accessed through the 203 Bank Street Property.
- D. With financial assistance from the Town, as detailed in the Grant Agreement by and between the Town and the Grantor, dated August 7 , 2023 (“the Grant Agreement”), the Grantor intends to undertake an ecological restoration project to restore the 0 Bank Street Property into a naturally functioning and self-sustaining wetland system, with the further intention of reducing nitrogen loads to Saquatucket Harbor, which ecological restoration project shall be conducted in accordance with the terms of the Grant Agreement, all applicable federal, state and local laws, regulations, and all federal, state and local permits issued to the Grantor (“the Project”).
- E. The Grantor and the Town desire to enter into this Agreement in order to grant to the Town a license for access to the Grantor Land for the purpose of monitoring the work of the Project, and conducting certain post-construction nitrogen monitoring, which access is to be provided upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the receipt of sufficiency of which are hereby acknowledged, the Grantor and the Town do hereby mutually act and agree as follows:

1. License. The Grantor hereby grants to the Town, and its employees, officers, agents, and contractors (“the Licensees”), a non-exclusive license, upon the following terms and conditions:

- a) 203 Bank Street Property. The Licensees shall have access, by foot and vehicle on, over and upon the 203 Bank Street Property, which property is shown as Parcels B2, B2-1 and B-3(hereinafter, “License Area”) on the Sketch attached hereto and incorporated herein as Exhibit A, for the purpose of access to and parking within the License Area and accessing the 0 Bank Street Property from the License Area shown on the Sketch. More specifically, the Licensees shall have: i) vehicular access for the purpose of passing and repassing over the portion of the License Area identified as Parcel B3 on the Sketch to access Parcels B2 and B2-1; ii) vehicular access for the purpose of passing and repassing over the portion of the License Area identified as Parcels B2 and B2-1 to access the parking areas on those parcels; and iii) pedestrian access over Parcels B2 and B2-1 for the purpose of accessing the 0 Bank Street Property (which is shown as Parcel C1 on the Sketch). Due to the ongoing construction on Parcel B3, the Licensees shall not be permitted to park nor walk on Parcel B3 during the Term of this License.
- b) 0 Bank Street Property. The Licensees shall have pedestrian access, by foot only, on, over and upon the 0 Bank Street Property, for the purposes of monitoring the progress of the work on the Project, and also for conducting the 3-year, post-construction Nitrogen Monitoring Plan (NMP) described in the Parties’ Grant Agreement. Access to the 0 Bank Street Property shall include the right to install the monitoring equipment and conduct the testing prescribed in the NMP, as detailed in the Grant Agreement.
- c) Access by the Licensees for the purposes set forth herein shall be at the Town’s sole cost and expense.
- d) Term. This Agreement shall have a term of eight (8) years, commencing on the Effective Date, unless further extended by written agreement executed by both parties hereto.
- e) Notice of Entry. The Town shall provide Grantor with at least two (2) business days’ prior written notice of any anticipated entry under this Agreement, which written notice may be sent by e-mail to the Executive Director of the Grantor. Said Notice shall include the identity of the person(s) seeking access, the scope and extent of their anticipated activities on the Grantor Land, the date and time of the anticipated entry, and the anticipated length of stay.

2. Risk of Loss. The Town's entry onto the Grantor Land under this Agreement is at the Town's sole risk and, under no circumstances, is Grantor responsible for any loss or damage arising from said Town's entry, unless such loss or damage is caused by Grantor, its employees, contractors or agents.

3. Insurance. The Grantee agrees to secure and maintain, for the Term of this License and at its sole cost and expense, general liability insurance coverage in amounts sufficient to cover all costs, claims, expenses, and damages arising from any personal injury or property damage that occurs in, on, or around the Grantor's Land resulting from the exercise of the rights granted to the Town hereunder. In no event shall said coverages be in amounts less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The Grantee shall name the Grantor as additional insured on such policies, and shall provide evidence of the required coverages to Grantor on an annual basis throughout the Term of this License.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one Agreement.

5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Amendments. This Agreement may not be terminated, released, modified or amended in whole or in part except by a written instrument executed by the Grantor and Town, or their respective successors in title.

7. Governing Law. This Agreement and the performance hereof shall be interpreted and governed by the laws of the Commonwealth of Massachusetts.

8. Headings. The headings in this instrument are for convenience only. The headings do not limit, expand or otherwise affect the provisions of this Agreement.

[Signature page follows.]

EXECUTED under seal as of the day and year first above written.

GRANTOR:

Harwich Conservation Trust,

By: _____
_____, President

By: _____
_____, Vice President

COMMONWEALTH OF MASSACHUSETTS

_____, S.S.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, president, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Harwich Conservation Trust.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, S.S.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, vice president, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Harwich Conservation Trust.

Notary Public
My commission expires:

TOWN:

By its Select Board,

_____, Chair

Name:

Name:

Name:

Name:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, Chair of the Harwich Select Board as aforesaid, and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that (s)he signed it voluntarily for its stated purpose on behalf of the Harwich Select Board.

Notary Public
My Commission Expires:

EXHIBIT A
Sketch of License Area 203 Bank Street

6124458.1



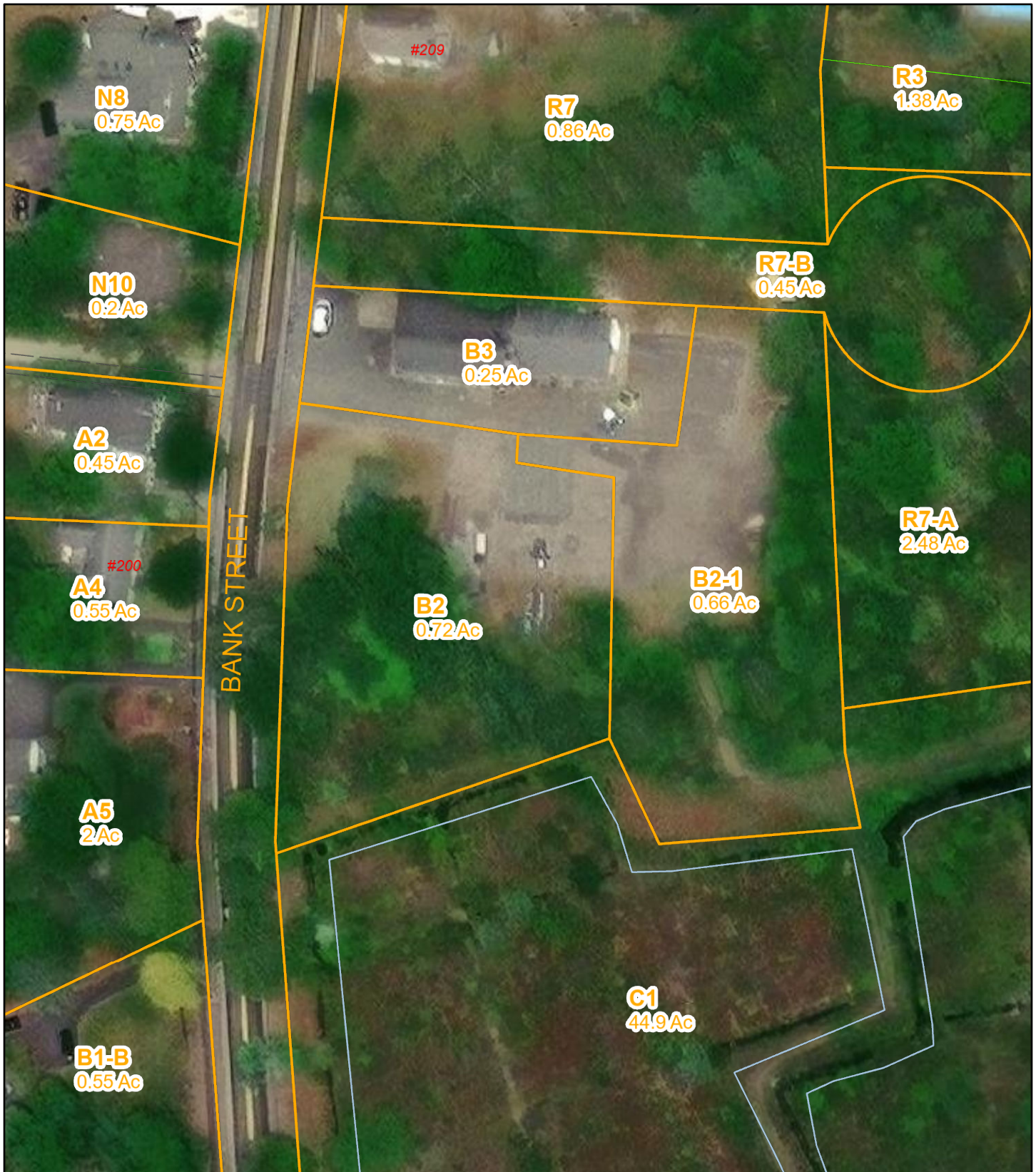
Harwich, MA

1 inch = 70 Feet



www.cai-tech.com

August 3, 2023



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

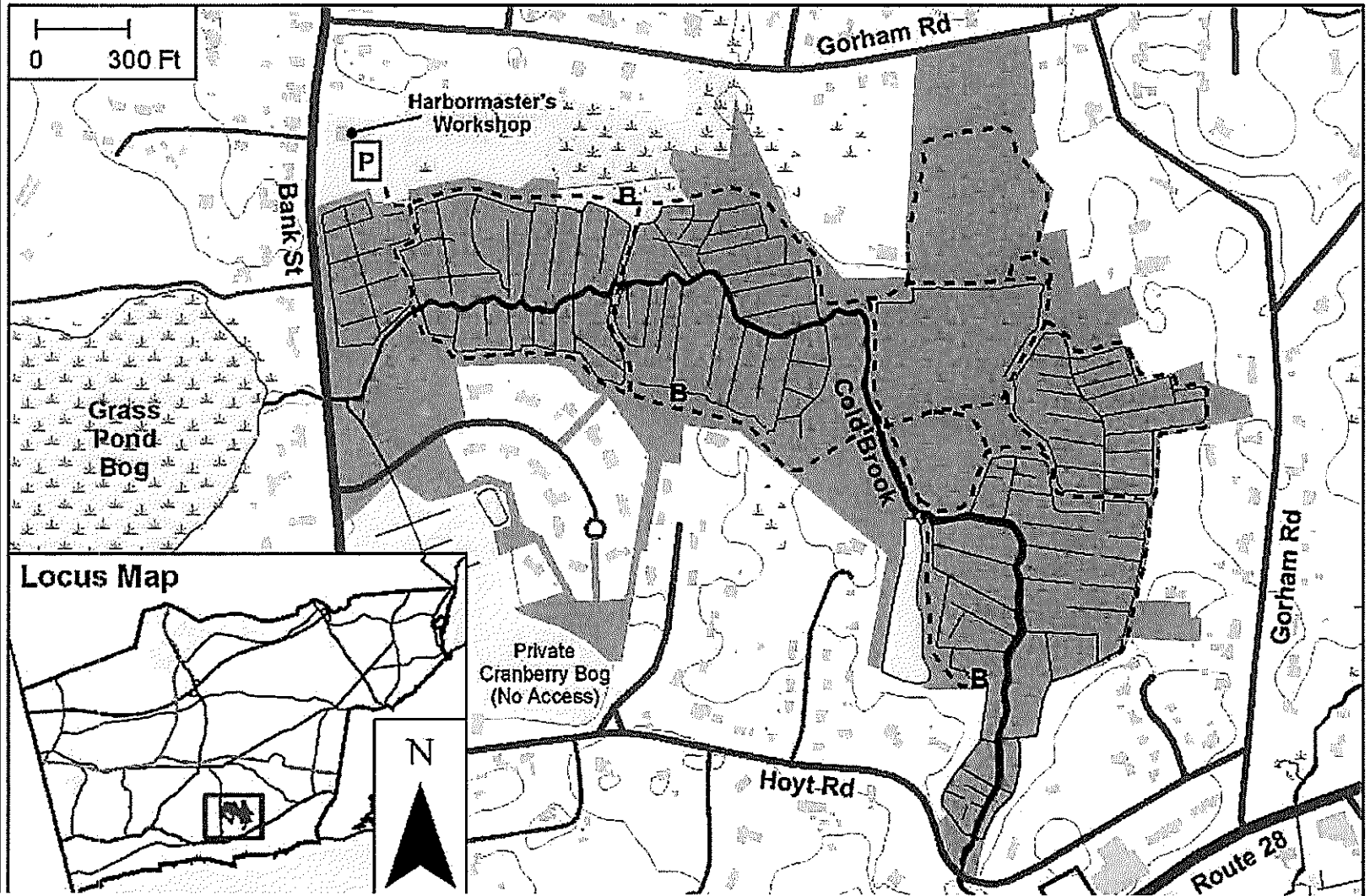
Exhibit C

Vote

COLD BROOK PROJECT

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, construction, and implementation of the Cold Brook Project, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$2,000,000

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED WITH THE AMOUNT OF \$2,000,000 FROM DEBT EXCLUSION. THIS APPROPRIATION WILL PROVIDE THE FUNDING NEEDED TO MAKE IMPROVMENTS TO HELP MITIGATE WASTEWATER CONTAMINATION AROUND BANK STREET AND HARWICH CENTER. THE APPROPRIATION AUTHORIZED BY THIS VOTE SHALL NOT TAKE EFFECT UNTIL THE TOWN VOTES TO EXEMP FROM THE LIMITATION ON TOTAL TAXES IMPOSED BY G.L. C.59, §21C (PROPOSITION 2 ½). VOTE: YES-8, NO-0.



ATM Warrant Article #12

Exhibit D
USFW Grant

6124491.1

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Harwich Conservation Trust (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Div. of Ecological Restoration MMARS Department Code: FWE	
Legal Address: (W-9, W-4): PO Box 101, South Harwich, 02661-0101		Business Mailing Address: 100 Cambridge St, 6th Floor, Boston, MA 02114	
Contract Manager: Michael Lach	Phone: (508) 432-3997	Billing Address (if different):	
E-Mail: mike@harwichconservationtrust.org	Fax:	Contract Manager: David Gallagher	Phone: 617-626-1547
Contractor Vendor Code: VC6000193397		E-Mail: david.gallagher2@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CLDBRKGRTXHRWXY2024	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>1,000,000.00</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Under this grant contract, the Harwich Conservation Trust will advance the Cold Brook Eco-Restoration Project as outlined in the tasks within the accompanying Attachment. The Harwich Conservation Trust will perform the tasks as specified in Attachment A. Please see Attachment A for the approved Scope and Budget.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>March 31, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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 Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Thomas M. Evans</u> Date: <u>7/13/23</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Beth Lambert</u> Date: <u>Jul 13, 2023</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>THOMAS M. EVANS</u>		Print Name: <u>Beth Lambert</u>	
Print Title: <u>PRESIDENT</u>		Print Title: <u>Director</u>	

Scope of Services

Harwich Conservation Trust Cold Brook Eco-Restoration Project Harwich, Massachusetts

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

Harwich Conservation Trust (HCT) has demonstrated excellent leadership throughout the visioning and development of the Cold Brook Eco-Restoration Project. They successfully developed a key partnership with the Town of Harwich, applied for project funding, managed contracts with project consultants, and facilitated public outreach opportunities before and during the permit process. Their high level of engagement has been critical to the Project's success to date, and DER expects this to continue. HCT will be supported by other engaged partners including DER, the Town of Harwich, and the project consultants.

Purpose

The purpose of the Cold Brook Eco-Restoration Project is to restore healthy, self-sustaining natural wetland and stream system within a former commercial cranberry bog, and integrate the restored aquatic ecosystem into the broader landscape. This grant will help advance this DER *Priority Project* through implementation and implementation oversight.

Background

The Robert F. Smith Cold Brook Preserve (project area/site) is a 66 ± acre parcel of land, located within the Town of Harwich in Barnstable County, Massachusetts. The site is owned and managed by the Harwich Conservation Trust and consists of a retired flow-through cranberry bog, small coastal stream (Cold Brook), and associated upland areas. As HCT's largest and most visited property, it represents a key connection point between the community and the natural realm. The existing bog was created in the 1890's within a former wetland and was managed in some capacity for agriculture until 2001, when HCT purchased the land. After considering a potential return to cranberry farming, HCT elected to pursue conservation, and eventually, holistic ecological restoration. In 2011, HCT applied for, and received, DER Priority Project status for creation of a self-sustaining, high quality wetland system.

Funding

This project was selected as a *Priority Project* through RFR #DER 2011-01.

This contract provides \$1,000,000.00 in funding from the U.S. Fish and Wildlife Service (USFWS) to DER to support project implementation. Funding for this award is authorized under the U.S. Department of Interior, Fish and Wildlife Service (USFWS) CFDA 15.614 for Coastal Wetlands Planning, Protection and

Attachment A

Restoration. The award of funds was made through the National Coastal Wetlands Conservation Grant (NCWCG) Program to DER, under Federal Award Identification Number (FAIN) F19AP00287 for the Cold Brook Eco-Restoration Project. As a sub-recipient of this grant, DER is making these funds available to the Harwich Conservation Trust who will ultimately be responsible for implementing project construction. A request for grant extension was approved in December 2022, extending the grant through March 31, 2024.

II. SCOPE OF WORK

This award is intended to be used for the implementation of the Cold Brook Eco-Restoration Project. Harwich Conservation Trust will contract with a construction contractor whose qualifications will be accepted by DER and project partners to implement the work described in the final stamped 100% design plans and technical specifications developed by Interfluve (June 2023).

All NCWCG program funds, sub-awarded to Harwich Conservation Trust, will be used for contractual services and pooled with the other project funds to complete restoration activities. Activities covered fully or partially by NCWCG funds include:

- Engineering and Consultant Services
- Mobilization and Demobilization
- Clearing and Grubbing
- Erosion, Pollution, and Water Control
- Berm and Upland Earthwork – Cut and Fill
- Bog Earthwork – Cut and Fill
- Microtopography
- Rock
- FES Lifts
- Large Wood – Logs and Snags and Rootwads
- Slash
- Seeding
- Marsh Plugs and Live Stakes
- Container Plants
- Recreational Path – Cell 2
- Footbridges – Cells 1/2 and 2/3
- Boardwalk – Cell 8
- Observation Deck Near Cell 1
- Construction Item Contingency (25%)
- Escalation Contingency
- Land Acquisition

Any deviations from the final 100% stamped and contacted plans must be approved first by Harwich Conservation Trust (landowner), Town of Harwich, project engineer (Interfluve), and DER. Any request for support of activities outside of the plans, bid documents, or addenda deemed necessary for the successful completion of the Project should be submitted in writing to the DER for approval of the use of these grant funds for that purpose. Any activities not consistent with the terms of the award and not approved in writing by the DER prior to implementation will not be reimbursed.

Attachment A

The Harwich Conservation Trust will carry out the design, permitting, bidding, and construction of the project and cooperate with DER in a manner consistent with the goals and policies of the DER and all applicable permits and laws.

For deliverables associated with draft and final versions, the grantee assumes one round of DER and partner review and feedback. DER assumes all deliverables will be provided in editable and final formats including (but not limited to) raw data files, models, AutoCAD files, Word documents, PDFs, etc. DER requires all raw data files. All deliverables will be provided to DER in electronic form unless otherwise noted.

Deliverables:

1. DER must review and approve all contracts involved in the implementation phase of this project prior to execution.
2. HCT will provide DER with final **signed contracts** with contractors involved in the project implementation phase, including the (1) project engineering firm and (2) construction company.
3. HCT will provide DER with **monthly updates** via email from the issuance date of the notice to proceed to the construction contractor through completion of construction. The update shall be no more than one page in length, detailing the month's construction activities, issues raised during construction, solutions to same, and any potential future issues. Construction meeting minutes may substitute for this update and may be provided by the project engineer on behalf of the Town.
4. HCT will invite DER representatives to attend and participate in **all construction meetings** throughout the duration of the project.
5. HCT will forward to DER the **regular written updates** provided by the project engineer during implementation.
6. HCT will provide DER with **invoices** from the contractor(s).
7. HCT will provide DER one (1) **final report** during the duration of this contract period which shall summarize expenditures under this contract. The final report shall be submitted within one month after receipt of a final invoice from the construction contractor.

Harwich Conservation Trust shall comply with all other reporting requirements as established in Section III below.

III. REPORTING AND MATCH

Matching funds from the Town of Harwich in the amount of \$1,000,000.00 were used to secure this federal grant by DER. These funds will be transferred from the Town of Harwich to the Harwich Conservation Trust under a Grant Agreement signed by both entities.

Attachment A

IV. DESIGNATED REPRESENTATIVES

Harwich Conservation Trust
Michael Lach
Executive Director
P.O. Box 101
South Harwich, MA 02661
(508) 432-3997
mike@harwichconservationtrust.org

DER Project Manager
Eric Ford
Ecological Restoration Specialist
Division of Ecological Restoration
100 Cambridge Street, 6th Floor
Boston, MA 02114
(508) 269-5478
eric.ford@mass.gov

DER Grants Coordinator
Rhonda Battey
Division of Ecological Restoration
100 Cambridge Street, 6th Floor
Boston, MA 02114
DERinvoicing@mass.gov

V. BUDGET AND PAYMENT

Harwich Conservation Trust will submit a Request for Reimbursement to DER's assigned Project Manager and DER's fiscal team (DERinvoicing@mass.gov) using DER's Reimbursement Form. Requests must be submitted electronically. Requests for Reimbursement should be submitted no more than bimonthly. The date that a complete Request for Reimbursement and associated deliverables are received electronically by DER is considered the submission date. DER defines a complete Request for Reimbursement as one that includes all required documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Mileage charges associated with travel costs will not exceed the current IRS mileage reimbursement rate.

This contract and scope of work will extend through the Commonwealth Fiscal Year 2024. **Project costs are based on the scope of work presented herein with a not-to-exceed total of \$1,000,000.00. Payment will be made on a reimbursement basis.**

Table 1: Budget by Category

Category	Amount
Personnel	\$0

Attachment A

Equipment	\$0
Contractual	\$1,000,000.00
Materials/Supplies	\$0
Travel	\$0
Other	\$0
Total	\$1,000,000.00

The grantee is required to submit any budget amendment requests in writing to DER’s designated project manager and DER’s federal Grants Coordinator. DER will reply in writing to either allow or disallow said request. Any changes to Scope of Work that are not preapproved by DER in writing will not be reimbursed. The grantee is required to request a budget amendment via the following steps:

1. Submit a request via email to reallocate a portion of budgeted expenses
2. Provide specific amounts for which predetermined budgeted expenses will change
3. Include changes to tasks and/or deliverables tied to these expenses

VI. SCHEDULE

Work may begin after the grant contract is fully executed by the Department of Fish and Game, Division of Ecological Restoration and a Notice-to-Proceed has been provided to the grantee. All funds for this grant must be depleted by March 31, 2024. As such, all work must be completed by February 28, 2024. Final invoices must be received by July 31, 2024.]

VII. SPECIAL PROVISIONS

Credit

Harwich Conservation Trust shall credit The Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds and technical assistance in any public communication regarding the project including, but not limited to signage, press releases, dedication events, etc.

Terms and Acceptance

Funding for this project is from the U.S. Fish and Wildlife Service National Coastal Wetland Conservation Grant Program (CFDA #15.614) awarded to the Commonwealth of Massachusetts Division of Ecological Restoration, Federal Award Identification Number (FAIN) F19AP00287 in the amount of \$1,000,000.00. DER is in turn, awarding these funds to sub-grantee, Harwich Conservation Trust to implement the project. Acceptance of this sub-grant award from the DER carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award including terms and conditions incorporated into contract either by direct citation, within Attachment B, or by reference to the following: Federal regulations, program legislation or regulation; and special award terms and conditions. The terms and conditions of the USFWS and DER grant contract likewise flow down to any the sub-awards and sub-recipients to Harwich Conservation Trust. Note this includes reporting Veteran

Attachment A

and Youth hires (see special provisions within Attachment B). In addition to the number of applicable veteran and youth hires, the sub-contract ID and dollar amount of the sub-contract must be included in the report due to DER on a bi-annual basis.

Additionally, the following must be submitted to and approved by the Division of Wildlife and Sport Fish Restoration before any restoration activities can begin as detailed in this grant contract:

- Permits
- Coastal Zone Management – Plan Consistency
- NEPA Compliance
- State Historic Preservation Office recommendation
- Tribal Review
- Section 7 Evaluation
- Shapefile for restoration project
- Restoration Designs/Plans

DER will work with Harwich Conservation Trust to convey this information to the USFWS Division of Wildlife and Sport Fish Restoration. DER will provide a written notice to proceed when all documentation has been approved and work can commence.

Attachment A

Appendix: Approved Budget from USFWS National Coastal Wetland Conservation Grant (NCWCG)

Table 3: Cold Brook Eco-Restoration Project Total Budget

<u>Task</u>	<u>USFWS NCWCG</u>	<u>Match¹</u>	<u>Other²</u>	<u>Total Cost</u>
1. Engineering and Consultant Services			\$200,000	\$200,000
2. Mobilization/Demobilization		\$100,000	\$124,063	\$224,063
3. Clearing and Grubbing		\$2,500	\$2,500	\$5,000
4. Erosion, Pollution and Water Control	\$45,625	\$35,000		\$80,625
5. Berm and Upland Earthwork -- Cut/Fill	\$82,500			\$82,500
6. Bog Earthwork -- Cut/Fill	\$600,375	\$750,000	\$199,625	\$1,530,000
7. Microtopography	\$18,000			\$18,000
8. Rock	\$2,500	\$2,500		\$5,000
9. FES Lifts		\$20,000	\$20,000	\$40,000
10. Large Wood - Logs and Snags/Rootwads	\$30,000	\$40,000	\$230,000	\$300,000
11. Slash	\$18,000	\$10,000	\$8,000	\$36,000
12. Seeding	\$15,000		\$15,800	\$30,800
13. Marsh Plugs and Live Stakes	\$33,000	\$33,000		\$66,000
14. Container Plants	\$20,000	\$10,000	\$16,700	\$46,700
15. Recreational Path - Cell 2	\$50,000			\$50,000
16. Footbridges -- Cells 1/2 and 2/3	\$25,000		\$25,154	\$50,154
17. Boardwalk - Cell 8	\$50,000		\$50,660	\$100,660
18. Observation Deck Near Cell 1	\$10,000			\$10,000
19. Construction Item Contingency (25%)			\$673,859	\$673,859
20. Escalation Contingency			\$80,863	\$80,863
21. Land Acquisition			\$210,000	\$210,000
Totals:	\$1,000,000	\$1,000,000	\$1,937,224	\$3,937,224

¹ Non-federal match provided by the Town of Harwich.

² The other anticipated funding sources for the project are the Town of Harwich and DER.







Final Cold Brook Grant Contract FY23 SIGNED

Final Audit Report

2023-07-13

Created:	2023-07-13
By:	Anthony Lucivero (anthony.lucivero@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIPeYgXkNp282ERPx1uHLI1z0mIogL_-Z

"Final Cold Brook Grant Contract FY23 SIGNED" History

-  Document created by Anthony Lucivero (anthony.lucivero@mass.gov)
2023-07-13 - 6:58:52 PM GMT
-  Document emailed to beth.lambert@mass.gov for signature
2023-07-13 - 6:59:32 PM GMT
-  Email viewed by beth.lambert@mass.gov
2023-07-13 - 7:06:09 PM GMT
-  Signer beth.lambert@mass.gov entered name at signing as Beth Lambert
2023-07-13 - 7:06:43 PM GMT
-  Document e-signed by Beth Lambert (beth.lambert@mass.gov)
Signature Date: 2023-07-13 - 7:06:45 PM GMT - Time Source: server
-  Agreement completed.
2023-07-13 - 7:06:45 PM GMT

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made this ___ day of _____, 2021 (the “Effective Date”), by and between the Harwich Conservation Trust (the “Grantor”), a not for profit trust established under declaration of trust, dated September 24, 1988, and recorded in the Barnstable County Registry of Deeds (“Registry”) in Book 6456, Page 222, and in the Barnstable County Land Registry District as Document No. 615918, as amended, having a usual place of business at P.O. Box 101, South Harwich, MA 02661 and a physical address of 947 Route 28, South Harwich, MA 02661, acting by and through its Board of Trustees, and the Town of Harwich (the “Town”), a municipal corporation duly organized under the laws of The Commonwealth of Massachusetts, and acting by and through its Select Board, having a usual place of business at 732 Main Street, Harwich, MA 02645 and, collectively the “Parties.”

BACKGROUND

- A. The Grantor owns certain vacant land known as and numbered 0 Bank Street located in the Town of Harwich, Barnstable County, Massachusetts, as more particularly described in Deed to the Grantor recorded with the Barnstable County Registry of Deeds (the “Registry”) in Book 13958, Page 31, which property contains the 66-acre “Robert F. Smith Cold Brook Preserve” and is shown on the Harwich Assessors Maps as Assessor’s Parcel ID 23-C1-0 (the “0 Bank Street Property”);
- B. The Grantor also holds a 50% interest in the property known as and numbered 203 Bank Street, also located in the Town of Harwich, Barnstable County, Massachusetts, as more particularly described in the Deed to the Grantor recorded with said Registry in Book 35530, Page 91, which property was formerly utilized by the Harwich Fire Department and is shown on the Harwich Assessors Maps as Assessor’s Parcel ID 23 - B2, B2-1, and B3 (the “203 Bank Street Property” and collectively, with the 0 Bank Street Property, the “Grantor Land”).
- C. Within the 0 Bank Street Property is a former working cranberry bog, which bog can be accessed through the 203 Bank Street Property.
- D. With financial assistance from the Town, as detailed in the Grant Agreement by and between the Town and the Grantor, dated August 7 , 2023 (“the Grant Agreement”), the Grantor intends to undertake an ecological restoration project to restore the 0 Bank Street Property into a naturally functioning and self-sustaining wetland system, with the further intention of reducing nitrogen loads to Saquatucket Harbor, which ecological restoration project shall be conducted in accordance with the terms of the Grant Agreement, all applicable federal, state and local laws, regulations, and all federal, state and local permits issued to the Grantor (“the Project”).
- E. The Grantor and the Town desire to enter into this Agreement in order to grant to the Town a license for access to the Grantor Land for the purpose of monitoring the work of the Project, and conducting certain post-construction nitrogen monitoring, which access is to be provided upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the receipt of sufficiency of which are hereby acknowledged, the Grantor and the Town do hereby mutually act and agree as follows:

1. License. The Grantor hereby grants to the Town, and its employees, officers, agents, and contractors (“the Licensees”), a non-exclusive license, upon the following terms and conditions:
 - a) 203 Bank Street Property. The Licensees shall have access, by foot and vehicle on, over and upon the 203 Bank Street Property, which property is shown as Parcels B2, B2-1 and B-3(hereinafter, “License Area”) on the Sketch attached hereto and incorporated herein as Exhibit A, for the purpose of access to and parking within the License Area and accessing the 0 Bank Street Property from the License Area shown on the Sketch. More specifically, the Licensees shall have: i) vehicular access for the purpose of passing and repassing over the portion of the License Area identified as Parcel B3 on the Sketch to access Parcels B2 and B2-1; ii) vehicular access for the purpose of passing and repassing over the portion of the License Area identified as Parcels B2 and B2-1 to access the parking areas on those parcels; and iii) pedestrian access over Parcels B2 and B2-1 for the purpose of accessing the 0 Bank Street Property (which is shown as Parcel C1 on the Sketch). Due to the ongoing construction on Parcel B3, the Licensees shall not be permitted to park nor walk on Parcel B3 during the Term of this License.
 - b) 0 Bank Street Property. The Licensees shall have pedestrian access, by foot only, on, over and upon the 0 Bank Street Property, for the purposes of monitoring the progress of the work on the Project, and also for conducting the 3-year, post-construction Nitrogen Monitoring Plan (NMP) described in the Parties’ Grant Agreement. Access to the 0 Bank Street Property shall include the right to install the monitoring equipment and conduct the testing prescribed in the NMP, as detailed in the Grant Agreement.
 - c) Access by the Licensees for the purposes set forth herein shall be at the Town’s sole cost and expense.
 - d) Term. This Agreement shall have a term of eight (8) years, commencing on the Effective Date, unless further extended by written agreement executed by both parties hereto.
 - e) Notice of Entry. The Town shall provide Grantor with at least two (2) business days’ prior written notice of any anticipated entry under this Agreement, which written notice may be sent by e-mail to the Executive Director of the Grantor. Said Notice shall include the identity of the person(s) seeking access, the scope and extent of their anticipated activities on the Grantor Land, the date and time of the anticipated entry, and the anticipated length of stay.

2. Risk of Loss. The Town's entry onto the Grantor Land under this Agreement is at the Town's sole risk and, under no circumstances, is Grantor responsible for any loss or damage arising from said Town's entry, unless such loss or damage is caused by Grantor, its employees, contractors or agents.

3. Insurance. The Grantee agrees to secure and maintain, for the Term of this License and at its sole cost and expense, general liability insurance coverage in amounts sufficient to cover all costs, claims, expenses, and damages arising from any personal injury or property damage that occurs in, on, or around the Grantor's Land resulting from the exercise of the rights granted to the Town hereunder. In no event shall said coverages be in amounts less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The Grantee shall name the Grantor as additional insured on such policies, and shall provide evidence of the required coverages to Grantor on an annual basis throughout the Term of this License.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one Agreement.

5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Amendments. This Agreement may not be terminated, released, modified or amended in whole or in part except by a written instrument executed by the Grantor and Town, or their respective successors in title.

7. Governing Law. This Agreement and the performance hereof shall be interpreted and governed by the laws of the Commonwealth of Massachusetts.

8. Headings. The headings in this instrument are for convenience only. The headings do not limit, expand or otherwise affect the provisions of this Agreement.

[Signature page follows.]

EXECUTED under seal as of the day and year first above written.

GRANTOR:

Harwich Conservation Trust,

By: Thomas M. Evans
Thomas M. Evans, President

By: Andrea C. Silbert
Andrea C. Silbert Vice President

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, s.s.

On this 3rd day of AUGUST, 2023, before me, the undersigned notary public, personally appeared Thomas M. Evans president, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Harwich Conservation Trust.

Michael W. Lach
Notary Public MICHAEL W. LACH
My commission expires: SEPT. 9, 2023

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, s.s.

On this 3rd day of AUGUST, 2023, before me, the undersigned notary public, personally appeared Andrea C. Silbert vice president, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of the Harwich Conservation Trust.

Michael W. Lach
Notary Public MICHAEL W. LACH
My commission expires: SEPT. 9, 2023

TOWN:

By its Select Board,

_____, Chair

Name:

Name:

Name:

Name:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, Chair of the Harwich Select Board as aforesaid, and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that (s)he signed it voluntarily for its stated purpose on behalf of the Harwich Select Board.

Notary Public
My Commission Expires:

EXHIBIT A
Sketch of License Area 203 Bank Street

6124458.1



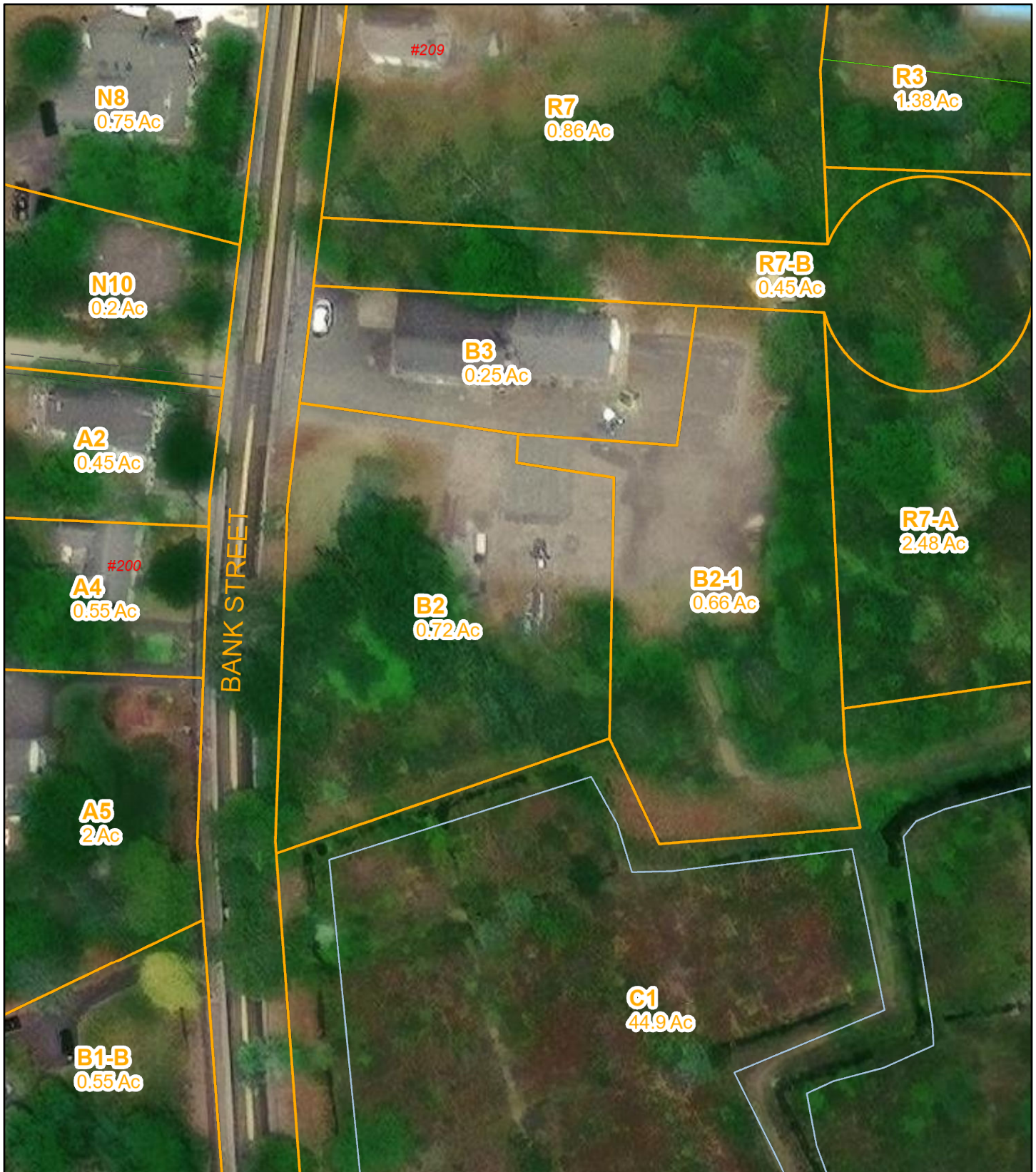
Harwich, MA

1 inch = 70 Feet



www.cai-tech.com

August 3, 2023



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.