

REVISED

Added Utility Approval - New Business Item – III.e

Originally Posted at 11:47 A.M., May 14, 2020

Revised Posting at 2:50 P.M., May 14, 2020

SELECTMEN’S MEETING AGENDA*

Monday, May 18, 2020, 6:30 P.M.

REMOTE PARTICIPATION ONLY

Public can access meeting at Channel 18 (Broadcasting Live)

OPEN PUBLIC FORUM

For those members of the public wishing to make comment you may do so by a combination of email and phone by;

1. First, send an email to comment@town.harwich.ma.us
(Send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak Jane Doe”
 - b. Replace Jane Doe with your name - No need to add any more detail to email
2. Please wait until the Chairman has opened this agenda item for Open Public Forum
3. **Dial: 408-650-3123**
4. **Enter Access Code: 465-832-061**
5. Please be patient and eliminate any background noise
6. Callers will be taken in the order the emails are received
7. When your name is called use *6 to unmute yourself

I. CALL TO ORDER

II. WEEKLY BRIEFING

- a. COVID-19 Updates

III. NEW BUSINESS

- a. Discussion and vote to appoint Deputy Fire Chief David J. LeBlanc as Fire Chief effective upon the retirement of current Fire Chief Norman Clarke
- b. Discussion and possible vote to approve and authorize the Chair to sign Commonwealth of MA Dredging Program Grant award to the Town of Harwich for \$36,000.00
- c. Presentation on Cold Brook Natural Nitrogen Attenuation Project Update
- d. Update on DPW Spring Projects
- e. **Vote to approve the Interim Town Administrator’s recommendation to grant permission request of NSTAR/Eversource for the purpose of the installing approximately 40’ +/- of conduit and cable and one handhole# 65/H3A in town road to provide electrical service to customer at 22 Central Avenue**

IV. OLD BUSINESS

- a. Discussion of the report of Governor Baker’s Reopening Advisory Board to be released on Monday, May 18, including items related:
 - i. Reopening local economies by supporting restaurants and other businesses:
 - ii. Guidance impacting upon recreational activities including:
 1. Beaches and other bodies of water and
 2. Municipal golf
 - iii. Guidance and/or special legislation related to Annual Town Meetings and/or adoption of Fiscal Year 2021 Operating Budgets

V. TOWN ADMINISTRATOR’S REPORT

- a. Barnstable County HOME Consortium renewal
- b. Execution of HUB Tech contract for Information Technology service support

VI. SELECTMEN’S REPORT

VII. OPEN PUBLIC FORUM

- a. See dial in instructions above

VIII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia A. Macura, Admin. Secretary

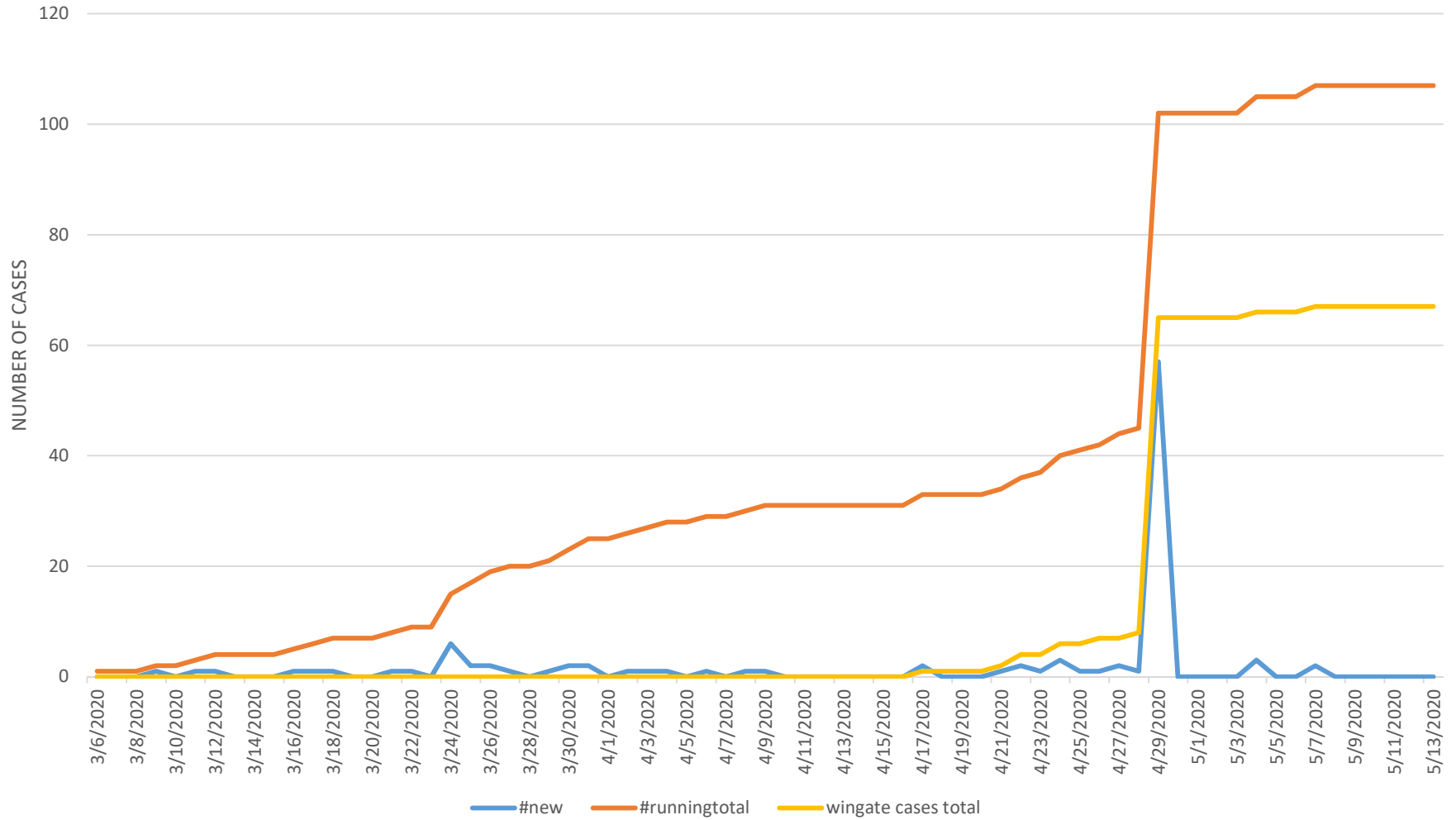
Date: _____
May 14, 2020

HARWICH COVID-19 CASE DATA

5.13.2020

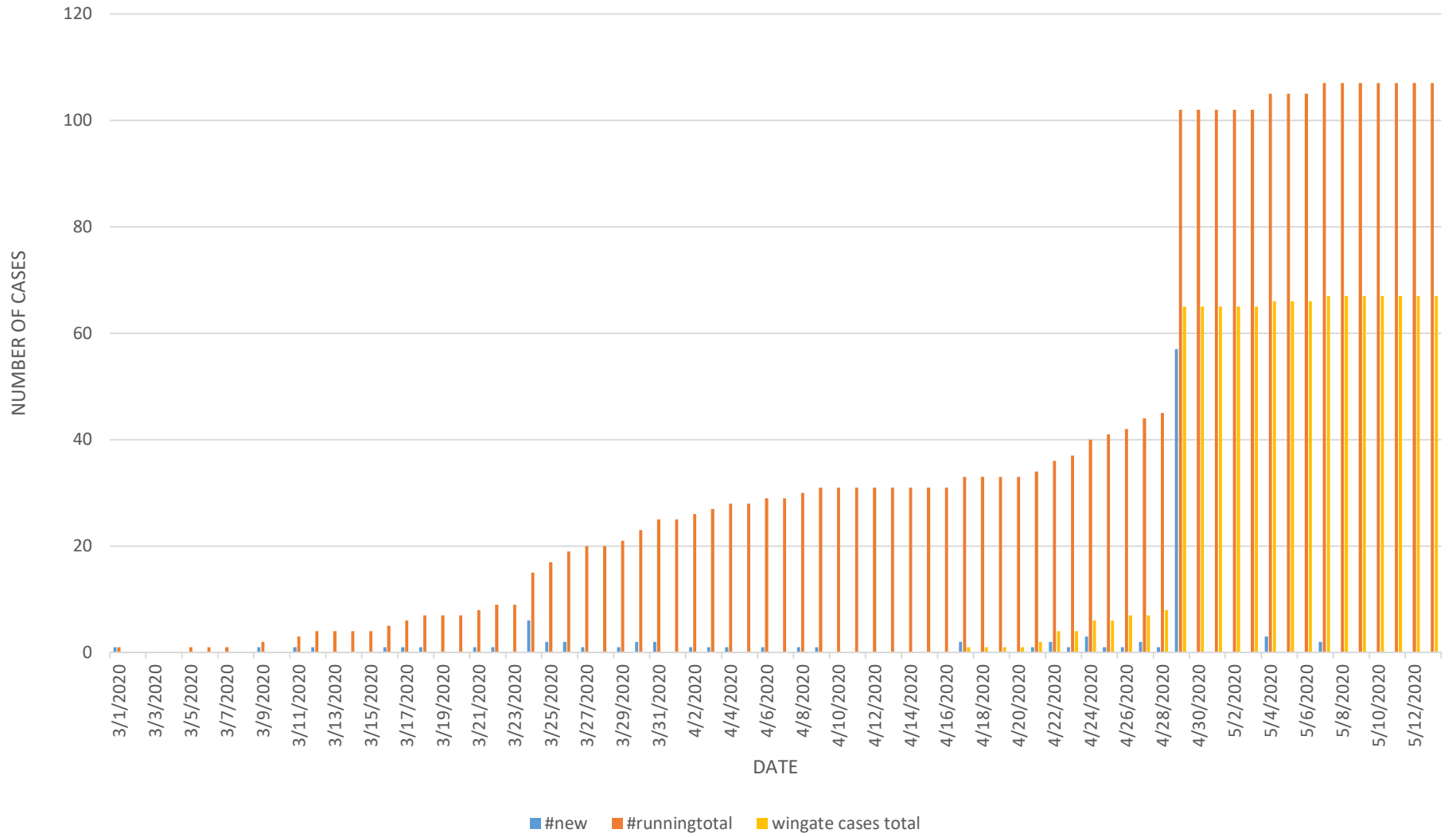
TOTAL CASES: 107

CASES AT WINGATE 67



HARWICH COVID-19 CASE DATA

5.13.2020



175 Sisson Rd
Harwich, MA 02645
April 13, 2020

Harwich Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA 02646

Dear Honorable Members of the Board:

It is with great honor and enthusiasm that I present to you my resume for the position of Harwich Fire Chief. Having served in the Harwich Fire Department for more than twenty-seven years, the last four as Deputy Chief, I have gained the knowledge, experience, and skills to now excel in the Chief's position. My career to date has provided me with an amazing range of experiences, and I have had the great fortune to serve in all facets of the fire service, from communications, to emergency medical services, to fire prevention, fire suppression, and most recently department administration. Most importantly though, my greatest achievement is the passion that I possess that guides me each and every day - the passion to serve our Community with the highest degree of dedication and integrity.

The Fire Department's biggest asset are its firefighters. Without well qualified, dedicated and caring firefighters, the department would not be successful at serving the community. Because of this the department has always taken its hiring process very seriously, to ensure we hire the best qualified candidates that share the ideals and principles of the Harwich Fire Department. Then the department has worked to develop these members so that when their time came to advance to the next level or rank, they were ready. This practice is something I believe very strongly in, and I am a product of it. I was fortunate to work under Chief Clarke when he was a Captain, and a Deputy, and now as Chief and he has always afforded me the opportunities to expand my knowledge and abilities and pushed me to prepare myself for the next step.

Throughout my career I have also gained great experience working as part of our region's fire service here on the Cape. Working with other Chiefs and command staff, I have a clear understanding of the mutual aid resources and capabilities of our neighbors and have worked to strengthen our partnerships across the fire service as an incident commander, personnel leader and mentor. As Chief, I will work to build upon the successes we as a department have achieved to date and expand on positive relationships that will help our residents and businesses right here in Harwich.

I assure you that to receive your support and achieve the position of Fire Chief would allow me an outstanding opportunity to continue to serve and give back to the Community that I so deeply respect.

Thank you in advance for your consideration and I look forward to discussing my qualifications and experience with you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "David J LeBlanc". The signature is fluid and cursive, starting with a large loop on the left and extending to the right.

David J LeBlanc

DAVID LEBLANC

Emergency Response • Leadership • Project Management • Staff Supervision • Training

Two decades of hands-on expertise in fire and emergency medical response, operations, and investigations; personnel management; policy development and management; budget planning and administration; fleet management; communications systems; tech and information management; public safety initiatives; and grants.

Management

- Project Specifications & Oversight
- Policies & Procedures
- Grant Program Administration
- Budget planning

Operations

- Fire & Emergency Medical Response
- Command and Control
- Department Training
- Cause & Origin Investigations

PROFESSIONAL PROFILE

DEPUTY FIRE CHIEF, HARWICH FIRE DEPARTMENT

11/15 – Present Responsible for Operations and Administration of the Fire Department at the direction of the Chief. Respond to and command incidents.

2020/2019 – Hands-On Fire Training Instructor – Fire Department Instructors Conference – National fire training conference held in Indianapolis.

2019 – Chairman – Barnstable County Fire Chiefs Association – Mutual Aid Committee.

2019 – Co-Coordinator – Fire Officer Program – Cape Cod Center for Public Safety Training – Fire Training Division (Barnstable County Fire Academy)

2018 – Adjunct Instructor – Cape Cod Community Program – Fire Science Program

CAPTAIN, HARWICH FIRE DEPARTMENT

4/12 – 11/15 Shift Supervisor commanding two stations and seven staff members. Respond to and command incidents until mitigated or relieved by a senior officer. Develop policies and procedures for Fire Chief. Serve as County Dispatch Center liaison. Representative for *Mutual Aid Committee*.

LIEUTENANT, HARWICH FIRE DEPARTMENT

8/08 – 4/12 Company Officer at sub-station; supervised firefighters. Managed merger of Fire & Police Dispatch Operations including facility construction and technology system design and installation.

FIREFIGHTER, HARWICH FIRE DEPARTMENT

10/00 – 8/08 Performed fire suppression and emergency medical response services. Managed radio and technology systems. Grant writing and project management.

FIRE ALARM OPERATOR, HARWICH FIRE DEPARTMENT

2/93 – 10/00 Received/dispatched incidents with subsequent reporting; assisted public. Served as the acting supervisor for Fire Alarm and created policies and developed training. Managed department radio systems.

EDUCATION AND TRAINING

UNIVERSITY OF NEW HAVEN – NEW HAVEN, CT

BACHELOR OF SCIENCE – ARSON INVESTIGATION, MINOR IN CRIMINAL JUSTICE

MASSACHUSETTS DEPARTMENT OF FIRE SERVICES – STOW, MA

CHIEF FIRE OFFICER PROGRAM – 2017 GRADUATE

COMMONWEALTH OF MASSACHUSETTS - FIRE SERVICE COMMISSION


FIRE CHIEF ACCREDITATION

SELECTED EXPERIENCE

- Develop and administer the department's operating budget. Determine needs and develop funding needs and goals.
- Address Board of Selectmen, Finance Committee, Capital Outlay Committee on a variety of issues related to Fire Department needs, plans and operations
- Instructor, locally and nationally, on a variety of Fire Service topics and techniques.
- Developed specifications and supervised ordering, construction, and delivery of apparatus and refurbishment of the same.
- Managed design and construction of the joint Police / Fire communications facility.
- Oversee maintenance of a fleet comprised of engines, an aerial, ambulances, and other vehicles.
- Worked with various Town Departments on a variety of projects
- Served on Union Executive Board and Negotiating Committee. Worked to reach compromise on complex Labor/Management issues.
- Manage department radio system—including policies for use.
- Developed, wrote, and supervised multiple grant programs including a regional program across 7 towns.
- Collaborated with Barnstable County Fire Chief's *Mutual Aid Committee* to develop regional radio system programming template and radio procedures. Delivered training to the majority of the Cape Fire Departments.
- Served as Department's representative to *Mutual Aid Committee*. Created mutual aid run cards for Harwich Fire – including an increase of Automatic Aid companies to enhance firefighter safety through deployment of Rapid Intervention Company.

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

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Interim Town Administrator
From: John C. Rendon, Harbormaster 
Date: May 14, 2020
Subject: MA Dredging Program Grant

Request acceptance and approval of the attached contract for the award of a Massachusetts Dredging Program grant of \$36,000 from the Executive Office of Housing and Economic Development. In May 2019, I submitted a grant application to assist with the funding of the Allen Harbor channel dredge project. I estimated based upon past dredge projects that approximately 8000 cubic yards of material will be dredged from Allen Harbor channel this spring by Barnstable County. With a per cubic yard cost of \$9.00, the total project cost is estimated at \$72,000. The grant program requires a fifty percent match, so the cost to the town will be approximately \$36,000, which is available in the Harbormaster Department operating budget. Pre-dredge surveys are currently being done and once the volumes are confirmed Barnstable County will send a contract for the dredge project; once received I will submit for signature. Thank you.

Enclosure: (1) MA Standard Contract – 2019 Dredging Program Grant

Copy: (1) Waterways Committee Chairman

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](#), [Contractor Certifications](#) and [Commonwealth 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.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing & Economic Dev. MMARS Department Code: EED	
Legal Address: (W-9, W-4): 732 Main Street, Harwich, MA 02645		Business Mailing Address: 1 Ashburton Place, Rm. 2101, Boston, MA 02108	
Contract Manager: John Rendon	Phone: 774 212-6193	Billing Address (if different):	
E-Mail: jrendon@town.harwich.ma.us	Fax:	Contract Manager: Nicholas Bulens	Phone: 617-788-3620
Contractor Vendor Code: VC6000191822		E-Mail: nicholas.bulens@mass.gov	Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD_001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 19DredgeHarwichAllen	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: Dredging2019	
<input checked="" type="checkbox"/> NEW CONTRACT 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)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> 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, Contractor Certifications and the following Commonwealth Terms and Conditions document is 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			
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 <i>new</i> total if Contract is being amended). <u>\$36,000</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.) Funding award through the Massachusetts Dredging Program (pursuant to Plan Item D017 in the Mass. Capital Investment Plan) to support a public dredging project, in accordance with the scope and additional terms and conditions described in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2020</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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Joseph F. Powers</u> Print Title: <u>Interim Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mike Kennealy or Designee</u> Print Title: <u>Secretary of Housing and Economic Development</u>	



STANDARD CONTRACT FORM INSTRUCTIONS

CONTRACTOR CERTIFICATIONS

COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

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

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

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

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

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

Procurement Or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

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

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

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

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

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



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Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

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

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

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

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publically posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC) or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

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

PROMPT PAY DISCOUNTS

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



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COMMONWEALTH TERMS AND CONDITIONS

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

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

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

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

Department Name /Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

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

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

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

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

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

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and



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information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that

the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [M.G.L. c. 7, § 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; [M.G.L. c. 149](#) (Labor and Industries); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 151](#) and [454 CMR 27.00](#) (Minimum Wage); [M.G.L. c. 151A](#) (Employment and Training); [M. G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); [M.G.L. c. 152](#) (Workers' Compensation); [M.G.L. c. 153](#) (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28, the Federal Family and Medical Leave Act and [M.G.L. c. 175M](#) (Family and Medical Leave).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 701; 29 USC § 623; the 42 USC c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), [M.G.L. c. 272 §§ 92A, 98 and 98A](#), and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

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

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the



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Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

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

EXECUTIVE ORDERS

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

Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils,

bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

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

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

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

Executive Orders 523, 526 and 565, Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). **Executive Order 526** (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 565** (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT
Massachusetts Dredging Program

ATTACHMENT A
Additional Terms and Conditions

ARTICLE I – Grant Agreement

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

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions (*this document*)
4. Attachment B, RFR Response / Grant Application

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a Massachusetts Dredging Project, based on application submitted on: **April 30, 2019**. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE II – Definitions (*The following terms shall have the respective meanings ascribed to them.*)

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

“**Director**” shall mean the assigned manager/supervisor of the Massachusetts Dredging Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the Massachusetts Dredging Program, including a Site Plan(s), and appended as Attachment B to the Contract.

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

“**Massachusetts Dredging Program**” shall mean the grant program authorized by Section 2A of Chapter 228 of the Acts of 2018, and further described in the Massachusetts Dredging Program Request for Proposals (RFR), promulgated by the Secretary.

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

“**Project**” shall have the meaning set forth by all of the components outlined in Article III.

“**Project Site**”, also referred to herein as the “**Site**”, shall mean the land, tidelands, submerged lands, and appurtenant easements, as identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan(s).

“**Scheduled Drawdown Dates**” shall mean the quarterly milestone dates identified in Article III, Section E by which EOHD expects to disburse Grant Funds to reimburse the Public Entity for Project costs previously incurred.

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

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

ARTICLE III – Project Scope and Budget

Project Name: **Allen Harbor Dredging Project**

Maximum Obligation of this Contract: **\$36,000**

A. Description of the Project Site

Dredged areas will include the Allen Harbor entrance channel in Harwich, Massachusetts.

Dredged material disposal sites will include permitted areas of public beach located east of the channel.

The Project Site is illustrated in Attachment B.

B. Project Description

The Public Entity will dredge +/-8,000 cubic yards of sand from the Allen Harbor entrance channel. Work areas will be dredged to an authorized depth of -6 feet Mean Low Water (MLW) with an allowable over dredge depth of -7 feet MLW. Sand will be hydraulic removed and transferred through pipelines for placement and grading on permitted areas of public beach located east of the channel.

The Project is further described and illustrated in Attachment B.

C. Project/Construction Timeline

MILESTONE	MM-DD-YY
Start Dredging	06-01-20
Dredging 50% Complete	06-15-20
Dredging 100% Complete	06-30-20
Post-Dredge Survey Complete	07-15-20

D. Project Budget:

SPENDING CATEGORY	GRANT FUNDS
Bidding/Contracting	\$0.00
Mobilization/Demobilization	\$0.00
Dredging and Material Disposal	\$36,000.00
Docks/Moorings Relocation	\$0.00
Construction Administration	\$0.00
GRAND TOTAL	\$36,000.00

E. Funds Drawdown Schedule

Period (QE = "Quarter Ending")	Amount
QE 9/30/19	\$0.00
QE 12/31/19	\$0.00
QE 3/31/20	\$0.00
QE 6/30/20	\$36,000.00
FY20 Total	\$36,000.00
Grand Total	\$36,000.00
Retainage (5%)	\$1,800.00

ARTICLE IV – Grant Administration

A. Project Management.

The Director shall oversee the Massachusetts Dredging Program on behalf of the Secretary.

B. Use and Disbursement of Grant Funds.

EOHED shall disburse Grant Funds to the Public Entity solely to reimburse the Public Entity for reasonable expenses incurred in connection with the bidding or construction of the Project, in an aggregate amount not to exceed the Maximum Obligation. EOHED shall use best efforts to disburse Grant Funds within forty-five (45) days after receipt of a reimbursement request and invoices therefor from the Public Entity. All disbursements of Grant Funds shall be subject to the following terms and conditions:

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis as costs are incurred. Invoices should be submitted by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Director may withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Director will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Director, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. EOHED shall retain discretion in unusual circumstances to disburse Grant Funds before the

Public Entity incurs a Project expense. In instances where payment is requested prior to an expense being incurred by the Public Entity, documentation of payment by the Public Entity to its contractors must be submitted to EOHEd within 60 days of receipt of the Grant Funds. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, vendor, and date the check/EFT was processed.

3. To maintain the integrity of the Massachusetts Dredging Program's capital budget, Grant Funds scheduled to be disbursed within a particular fiscal year (ending on June 30) must be disbursed no later than August 1 following the end of that fiscal year. In no event will EOHEd provide reimbursement for an expense unless the request for reimbursement is submitted by July 15th of the fiscal year in which the expenditure has been made with supporting invoices. **Late invoices from the Public Entity will not be accepted for payment by EOHEd.**
4. EOHEd will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete, and by submitting a completed project closeout form pursuant to Article V, Section D. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOHEd has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.
4. Drawdown Deadlines. The Project expenses shall be incurred, and reimbursements shall be requested, on a timeframe that permits Grant Funds to be disbursed in accordance with the Scheduled Drawdown Dates set forth in Article III. **Failure by the Public Entity to request reimbursement for the full amount of an expected Scheduled Drawdown Date that corresponds with the end of a fiscal year (June 30) may be deemed a material breach of this Agreement authorizing EOHEd to exercise rights and remedies set forth in Article VI, including without limitation the revocation of the Grant.**
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.

6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.
7. Other Conditions. [Project-specific conditions, if applicable.]

ARTICLE V – Obligations of the Public Entity

A. Obligations of the Public Entity

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

1. Timely commence the Project, and diligently pursue the Project to completion, in accordance with the construction schedule set out in Article III.C.
2. Ensure compliance, including but not limited to the requirements outlined in the RFR and any and all applicable local, state and federal rules, regulations and laws.
3. Submit regular and complete requests for reimbursement, on a form provided by EOHED that includes supporting invoices and documentation, pursuant to Article IV.B.
4. Submit timely and complete quarterly reports, on a form provided by EOHED that includes updates and/or changes to the Project.
5. Submit timely and complete reimbursement requests, with appropriate supporting documentation, in accordance with all Scheduled Drawdown Dates.
6. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.
7. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
8. Ensure that construction begins on this Project in accordance with Article III.

B. Compliance with Laws Regarding Contractors and Procurement

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

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law,

Chapter 58 of the Acts of 2006, as amended.

3. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business- related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed “serious or willful.”
4. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

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

C. Signage

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

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall submit a completed closeout form, as provided by EOHEd and include photographs of the work completed with the Grant Funds.

ARTICLE VI – Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

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

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

The Secretary’s rights and remedies set forth herein are not exclusive and do not preclude other

remedies available to the Secretary at law or in equity. Any failure of EOHEd to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

It shall be a material breach of this Agreement if the Public Entity does not commence construction of the Project by the commencement date set forth in the construction schedule set forth in Article III.C, or if the Public Entity does not diligently pursue the Project to completion in accordance with said construction schedule. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Post-Completion Maintenance and Operation; No Transfer

Upon completion of the Project, the Public Entity shall maintain and operate the Project infrastructure, and for a period of thirty (30) years following the date of this Grant Agreement, the Public Entity shall not sell, convey, lease or otherwise transfer the ownership or control of the Project infrastructure except with the prior written approval of EOHEd, which approval EOHEd may grant, condition or deny in its sole discretion. The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or any portion thereof in violation of this section VI.C. This section VI.C shall survive the expiration or earlier termination of this Grant Agreement.

D. Completion of the Project After Termination

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

ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered in person or when delivered by any other appropriate method evidencing actual receipt, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHEd: **Massachusetts Dredging Program
Executive Office of Housing and Economic Development
One Ashburton Place, Suite 2101
Boston, MA 02108**

Fax: (617) 788-3605

To Public Entity: **Town of Harwich**
Attn: John Rendon
732 Main Street
Harwich, MA 02645

ARTICLE VIII – Miscellaneous

A. Authority

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

B. Amendment, Modification and Waiver

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

C. Other

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

#

Massachusetts Dredging Program

ATTACHMENT B

RFR Response / Grant Application / Site Plan(s)

18 pages including current page.

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

BCE Bourne Consulting Engineering, PC
3 Reed Street
 Franklin, MA 01902
 TEL: (978) 833-0200 FAX: (978) 833-0200

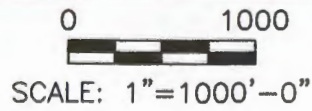
TITLE: PROPOSED DREDGING AND NOURISHMENT PROJECT LOCUS	
PURPOSE: DREDGE	APPLICATION BY: TOWN OF HARWICH

IN: NANTUCKET SOUND AT: HARWICH COUNTY: BARNSTABLE STATE: MA
SHEET 1 OF 6
DATE: 04/01/15

File: X:\35041-35048_Harwich_dredge\REGULATORY\ACOF\harwich_dredge_PLAN.dwg



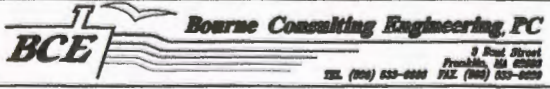
ALLEN HARBOR
 MAINTENANCE DREDGE AREA 304,861
 VOLUME: 20,000± CU.YDS.



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

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

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



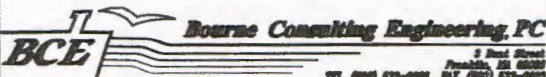
**PURPOSE:
 DREDGE**

**APPLICATION BY:
 TOWN OF HARWICH**

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

File: X:\35041-35048 Harwich dredge\REGULATORY\ACOE\harwich_dredge_PLAN.dwg

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

PURPOSE: DREDGE	TITLE: PROPOSED DREDGING AND NOURISHMENT	APPLICATION BY: TOWN OF HARWICH
100 YR FLOOD +11.4 HTL +4.62 MHW +3.72 NAVD88 +2.3 MLW 0.0	 <small>3 Reef Street Plymouth, MA 01959 TEL (508) 532-0200 FAX (508) 532-0200</small>	IN: NANTUCKET SOUND AT: HARWICH COUNTY: BARNSTABLE STATE: MA SHEET 2 OF 6 DATE: 04/02/15



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT

Massachusetts Dredging Program
2019 GRANT APPLICATION

Please Note: Spell check is not available on this application due to the form's protected properties. Please review your responses for typos and spelling errors prior to submission. Applicants may wish to type answers in a separate Word document first, and copy and paste later.

SECTION I. PROJECT SUMMARY

1.1 Applicant Municipality (Public Entity): Town of Harwich

1.2 Applicant CEO Name and Title: Christopher Clark, Town Administrator

1.3 Legal Address: 715 Main Street

1.4 City: Harwich Port 1.5 State: MA 1.6 Zip Code: 02646

1.7 Applicant Contact Name and Title: John Rendon, Harbormaster

1.8 Contact Email: jrendon@town.harwich.ma.us

1.9 Contact Phone: 774 212-6193

1.10 Project Name: Allen Harbor Dredge Project

1.11 Is this a joint application between two or more municipalities?

Yes No

1.12 If yes, please list the additional municipalities participating in this application. In addition, please attach a statement of collaboration from each of these municipalities.

Click here to enter text.

1.13 Please choose the category that best matches the project's *principal goal*:

- Commercial Fishing/Boating
- Recreational Boating
- Public Safety
- Coastal Resiliency

1.14 Please indicate what other program goals, if any, are supported by the project: (Check all that apply.)

- Commercial Fishing/Boating
- Recreational Boating
- Public Safety
- Coastal Resiliency

1.15 Please provide a brief description of the project (150 words or less).

Dredging is required every year to maintain the Allen Harbor entrance channel to its permitted depth of 6 feet at Mean Low Water (MLW). Due to a compromised and ineffective west jetty, the channel shoals in every winter and must be dredged each spring to ensure safe navigation within the narrow waterway.

SECTION II. HARBOR INFORMATION

2.1 Harbor Name – Please provide the name of the harbor associated with the project:

Allen Harbor

2.2 Does the project support a [Designated Port Area \(DPA\)](#)?

- Yes
- No

2.3 If yes, please provide the name of the DPA:

Click here to enter text.

2.4 Please provide current counts for the following facilities, infrastructure, and associated jobs. Information should be specific to the harbor named above. Applicants are expected to be as accurate as possible.

Type of Facility/Infrastructure	No. Publicly Owned	No. Privately Owned	Total (Public + Private)	No. of Jobs
Moorings (All)	66		66	N/A
Commercial-Use Moorings only				N/A
Transient/Visitor-Use Moorings only				N/A
Slips (All)	13	115	128	N/A
Commercial-Use Slips only	5		5	N/A
Transient/Visitor-Use Slips only				N/A

Landings/Wharfs	1	2	3	N/A
Piers	1	2	3	N/A
Boat Ramps	1		1	N/A
Marinas		1	1	18
Boatyards				
Yacht Clubs		1	1	8
Other:				
Other:				
Other:				

2.5 Please indicate which, if any, of the following land uses are present along the harbor's waterfront.

Developed Waterfront Characteristic / Growth Strategy	
Public beach	<input type="checkbox"/>
Park/Trail	<input type="checkbox"/>
Maritime center/museum or similar	<input type="checkbox"/>
Downtown center	<input type="checkbox"/>
Retail/Restaurant business area	<input type="checkbox"/>
Mixed-use zoning	<input type="checkbox"/>
Commercial zoning by-right	<input type="checkbox"/>

SECTION III. PROJECT DESCRIPTION

3.1 Please provide the following details for the project: (Type "N/A" if not applicable.)

Dredging Method (hydraulic, mechanical, etc.)	Hydraulic
Anticipated Dredge Volume (cubic yards)	8000
Anticipated Dredge Footprint (square feet)	304,861
Anticipated Beach Nourishment Footprint (square feet)	6100
Authorized Depth (MLW)	6'
Dredge Depth to be Achieved by Project (MLW)	Yes
Over Dredge Depth (MLW)	1'

3.2 Has the Public Entity received a dredging grant from the Commonwealth in the last five fiscal years, including the current fiscal year?

Yes No

3.3 Project Site – Please briefly describe the area(s) to be dredged and the disposal/nourishment area(s) to be used.

Approx 8000 cubic yards of material will be dredged from Allen Harbor inner and outer entrance channel. All material has been tested and is permitted to be used as beach nourishment, and will be deposited on Harwich public beaches (Grey Neck, Wah Wah Taysee, Atlantic)

3.4 Has the Project Site been dredged in the last five years, including the current fiscal year?

Yes No

3.5 Please describe when the Project Site was last dredged and how the work was financed. This question is **required** for all applicants, regardless of when the Project Site was last dredged.

Allen Harbor entrance channel is dredged every year, and the last time it was dredged was June 2018 and was paid for from the Harbormaster department budget. However, it is scheduled to be dredged in June 2019 and 50% of the project costs will come from the town department budget and 50% from Massworks Dredging grant.

3.6 Please indicate the allowable dredging/construction period for the project.

Allowable dredge construction period is June 1 – Jan 14.

3.7 Will dredging occur entirely within public tidelands?

Yes No

3.8 If no, please describe the ownership situation and how the Public Entity will obtain rights to complete the project in the upcoming dredging/construction season?

Click here to enter text.

3.9 Project Need, Scope, and Benefits – Please describe the need for the project, the scope of work to be completed, and the benefits to be generated. Please include in this description the extent to which shoaling has reduced the available depth (MLW) in the Project Site.

Maintenance dredging of shoaled areas within the 304,861 square foot area in the inner and outer channel of Allen Harbor is required every year. There is a large shoal that forms every winter that is exposed at mid to low tide and extends halfway across the navigable channel which poses a significant navigational hazard. In addition there are shoaled areas in the outer channel that reduce the channel depth to 2 -3 feet at mean low. The Town's general dredge permit (NAE-2008-00014) allows the channel to be dredged to minus 6 feet MLW with 1 foot over dredge. All dredge material (sand) within the channel has been tested and determined to be suitable for beach nourishment. The town has 13 boat slips and 66 moorings within the harbor. Also located within the harbor is a private marina (Allen Harbor Marine) that has 45 boat slips and Allen Harbor Yacht Club (private) that has 70 boat slips. Boats up to 50 feet in length operate from the harbor; maintaining the channel at its permitted depth is critical to safe navigation. Also within Allen Harbor, a MA State Public Access facility, there is a public landing, float and boat ramp. Keeping the

channel open is important for not only the recreational boating community, but it is critical to the economic livelihood of the commercial fishing and charter fishing businesses.

3.10 In the table below, please indicate if the project meets or exceeds any of the thresholds for MEPA review set forth in [301 CMR 11.03](#). In addition, please indicate if an ENF and/or EIR is required.

MEPA Threshold		ENF Required?	EIR Required?
<input type="checkbox"/>	Land	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	State-listed endangered or threatened species or species of special concern	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Wetlands, waterways, and tidelands	No	No
<input type="checkbox"/>	Water	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Wastewater	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Transportation	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Energy	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Air	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Solid and hazardous waste	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Historical and archaeological resources	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Areas of critical environmental concern (ACEC)	<input type="checkbox"/>	<input type="checkbox"/>

3.11 Have all required ENFs and/or EIRs been filed for the project?

Yes No N/A

3.12 In the table below, please indicate which permits are required for the project, whether these permits have been secured, and if not secured, when the Public Entity expects to secure them.

Required Permit	Secured?	Filing Date (Actual or Anticipated)	Issue Date (Actual or Anticipated)
<input type="checkbox"/> Local Order of Conditions	X		
<input type="checkbox"/> MEPA – EEA Secretary’s Certificate	X		
<input type="checkbox"/> DEP Superseding Order of Conditions	X		
<input type="checkbox"/> DEP Chapter 91 Waterways	X		
<input type="checkbox"/> DEP 401 Water Quality Certification	X		

<input type="checkbox"/>	DEP Water Management Act	X		
<input type="checkbox"/>	Board of Underwater Archaeological Resources Review	X		
<input type="checkbox"/>	CZM Federal Consistency Review	X		
<input type="checkbox"/>	Army Corps of Engineers Section 10 / 404	X		
<input type="checkbox"/>	Other:	<input type="checkbox"/>		
<input type="checkbox"/>	Other:	<input type="checkbox"/>		
<input type="checkbox"/>	Other:	<input type="checkbox"/>		

3.13 Please attach all *issued* permits from 3.12 above. Please include all plans or drawings associated with these permits.

3.14 Please provide an anticipated project schedule/timeline.

Milestone	Start Date	End Date
Design/Engineering	N/A	
Permitting	Complete	
Bidding/Contracting	N/A (County)	
Start Dredging	June 2020	N/A
25% Dredged	N/A	
50% Dredged	N/A	10 days to complete
75% Dredged	N/A	
Dredging Complete	N/A	June 2020
Post-Dredge Survey		June 2020

SECTION IV. BUDGET AND FUNDING SOURCES

4.1 Please provide a breakdown of the project budget. Please note the following:

- The total grant request cannot exceed 50% of the total project budget.
- All match funds must originate from non-state sources.
- Match funds cannot include pre-construction costs incurred *prior* to the last three fiscal years, including the current fiscal year.
- If awarded a grant, the Public Entity will be required to provide proof that all match funds have been secured and/or spent.

Spending Category	Grant Request	Match Funds	Budget = Grant Request + Match Funds	Source of Match Funds Specify Municipal, Federal, and/or Private.	Date Secured Use Actual or Anticipated.
Surveying/Testing	N/A				
Design/Engineering	N/A				
Permitting	N/A				
Bidding/Contracting					
Mobilization					
Dredging	\$36,000	\$36,000	\$72,000	Operating Budget	Jul 2019
Material Management					
Construction Admin.					
Other:					
Other:					
Other:					
TOTALS	\$36,000	\$36,000	\$72,000		

4.2 All grants require a non-state match equal at least 50% of the total project budget. Is this match currently secured?
 Yes No

4.3 Briefly describe the source(s) of the non-state match. Please indicate who appropriated, awarded, or donated these funds and when. If the match is not yet secured, please describe the anticipated source(s) of the funds and the anticipated timeframe for securing them.

Matching funds are approved and will be available as part of the Harbormaster Department annual operating budget commencing July 2019 (FY20).

SECTION V. SUPPORTING THE BLUE ECONOMY

COMMERCIAL FISHING/BOATING

5.1 Does the harbor support commercial fishing? (Do *not* include aquaculture in this questions.)
 Yes No

5.2 If yes, please describe the harbor's commercial fishing operations. If available, please provide landing information (species, pounds, value, etc.).

The town has 6 permitted commercial fishing boats that operate from Allen Harbor and 1 permitted charter boat. The commercial boats land dogfish, conch, commercial stripped bass/sea bass, and tuna. The town also issues on average approx 25 tuna permits during the season, some of which launch from the Allen Harbor boat ramp or operate from the private Allen Harbor Yacht Club and Allen Harbor Marine.

5.3 Does the harbor support aquaculture?

Yes No

5.4 If yes, please describe the harbor’s aquaculture operations. If available, please provide acreage and landing information (species, pieces, value, etc.).

Recreational shellfishing is permitted within defined areas of Allen Harbor.

5.5 Does the harbor support commercial boating (charter boats, shipping vessels, cruise boats, etc.)?

Yes No

5.6 If yes, please describe the harbor’s existing commercial boating activities.

There is one permitted charter boat that operates from a town slip in Allen Harbor, and there are other charter boats that the town does not permit that operate from private slips at Allen Harbor Yacht Club and Allen Harbor Marine. Majority of the charter boats fish for stripped bass.

5.7 Please provide current vessel counts, draft ranges, and job estimates for the following types of commercial vessels operating in the harbor. Information should be specific to the project harbor only. Applicants are expected to be as accurate as possible.

Type of Commercial Vessel	No. Operating in Harbor	Draft Range (ft.)	No. of Jobs
Commercial Fishing Boats (<i>excluding</i> charter/head boats)	6	4-5	12
For-Hire Fishing Boats (charter boats, head boats, etc.)	1	4	2
Tour Boats (harbor cruises, whale watches, etc.)			
Ferries			
Other:			
Other:			
Other:			

5.8 Will the project improve conditions and/or enhance opportunities for commercial fishing/boating?

Yes No

5.9 If yes, please explain. Applicants should consider the barriers currently facing commercial fishing/boating in the harbor and how these barriers will be mitigated or removed as a result of the project.

Without dredging Allen Harbor entrance channel the entire harbor would be choked off by the building shoal area and it would prevent both commercial and recreational boaters from transiting the harbor; this would have a detrimental impact of the livelihood of both the commercial and charter boat captains.

RECREATIONAL BOATING

5.10 Does the project support access to a state boat ramp?

Yes No

5.11 Does the project support access to a municipal boat ramp?

Yes No

5.12 If "yes" was answered for either 5.10 or 5.11 above, please describe the number of public parking spaces available at the ramp(s). In addition, please specify what number of these spaces currently accommodate boat trailer parking. *Please Note: In this context, public parking is defined as parking for the general public, whether free of charge or by permit/pay-for-use. Do NOT count parking spaces reserved for residents only.*

Allen Harbor is a public access facility that has a public boat ramp and courtesy dock. There are 12 boat trailer parking spaces and 29 vehicle parking spaces that are open to the public. The town charges a \$10 daily fee for boats launching at the ramp or boat owners can purchase a seasonal permit for \$100. There is no charge for vehicle parking.

5.13 Will the project support an increase in the number of moorings or slips in the harbor?

Yes No

5.14 If yes, please describe how many moorings and/or slips will be added and where. In addition, please indicate whether these new moorings and/or slips will be publicly or privately owned.

Click here to enter text.

5.15 Will the project support an increase in the number of *transient/visitor* moorings or slips in the harbor?

Yes No

5.16 If yes, please describe how many of these moorings and/or slips will be added and where. In addition, please indicate whether these new moorings and/or slips will be publicly or privately owned.

Click here to enter text.

5.17 Will the project support the revitalization or sustainability of a downtown, community, or recreational waterfront in the harbor?

Yes No

5.18 If yes, please explain. Please include a summary of existing businesses associated with the waterfront (shops, restaurants, hotels, etc.) as well as any public spaces (beaches, parks, trails, etc.).

As a coastal tourist community, our harbors, waterways and beaches are the life line of this town, and annual dredge operations are critical to the maintenance and care of each of them. As stated above, hundreds of boats (recreational & commercial) operate from Allen Harbor throughout the boating season and maintaining the channel at its permitted depth is critical to safe navigation. Keeping the channel open is important for not only the recreational boating community, but it is critical to the economic livelihood of the commercial fishing and charter fishing businesses. Also, beach nourishment that results from the dredge project is important to maintaining our public beaches.

PUBLIC SAFETY

5.19 Has shoaling resulted in one or more boating incidents in the harbor?

Yes No

5.20 If yes, please explain the number, timing, and nature of any incidents. In addition, please explain how the project will prevent such incidents from occurring in the future.

There has been grounding of boats in the past early in the season before the shoals have been dredged. Again, dredging of Allen Harbor is required every year, and because of the winter flounder time of year restriction, we are prohibited from dredging prior to June 1. As such, early in the season there have been groundings.

5.21 If no incidents have occurred *but are likely to occur* given existing conditions, please use this space to explain the existing risks and how these risks will be addressed by the project. Skip this question if 5.20 is answered above.

Click here to enter text.

5.22 Will the project increase public safety responsiveness in the harbor?

Yes No

5.23 If yes, please explain. If available, please include examples of how shoaling in the harbor has prevented public safety officers from responding to boating incidents or other harbor-related incidents in a timely and effective manner.

The dredging of Allen Harbor channel will certainly reduce the likelihood of boats running aground while transiting the channel, and therefore will reduce the number of occurrences that the Harbormaster Dept and CG have to respond to assist.

5.24 Please provide current vessel counts and draft ranges for the following types of public safety vessels that commonly operate in the harbor. Information should be specific to the project harbor only. Applicants are expected to be as accurate as possible.

Type of Public Safety Vessel	No. Operating in Harbor	Draft Range (ft.)
Harbormaster Boats	3	2-3
Fire Boats		
Police Boats (if different from harbormaster boats)		

MA Environmental Police Boats		
U.S. Coast Guard Boats	As needed	2-3
Other:		
Other:		
Other:		

COASTAL RESILIENCY

5.25 Does the project include beach nourishment?

Yes No

5.26 If yes, please describe the benefits that this nourishment will provide.

All dredged material (approx 8000 cubic yards) will be used for beach nourishment on several of the towns public beaches.

5.27 Will the project enhance wetland resources in the harbor?

Yes No

5.28 If yes, please explain.

Click here to enter text.

5.29 If applicable, please explain how the project will improve water quality and what benefits this improvement will have on the community's coastal resources.

Click here to enter text.

5.30 Is the harbor included on the Massachusetts Department of Environmental Protection's [303\(d\) list of impaired water bodies](#)?

Yes No

5.31 Has the Public Entity been designated an MVP community through the Commonwealth's [Municipal Vulnerability Preparedness \(MVP\) Program](#)?

Yes No

5.32 If yes, will the project advance a goal or objective identified in the Public Entity's MVP Plan?

Yes No

5.33 If yes, please explain.

Click here to enter text.

SECTION VI. PREPARING FOR SUCCESS

6.1 Does the Public Entity have a 10-year comprehensive permit for dredging and dredged material disposal?

Yes No

6.2 If yes, when does the permit expire?

We are currently working from a 5 year general dredge permit that is dated 15 July 2015 and expires Feb 4, 2020. However, we have applied for a 10-year comprehensive dredge permit that is currently in it's final review by U.S. Army Corps of Engineers.

6.3 Does the Public Entity have any local or state-approved plan that identifies dredging as a goal or objective? Examples may include a coastal resources management plan, a waterfront revitalization plan, a dredging maintenance plan, or a [Municipal Harbor Plan \(HMP\) or DPA Master Plan](#).

Yes No

6.4 If yes, please provide both the plan name and a URL link to access the document.

The town has a locally approved Harbor Management Plan that does not specifically state dredging as a goal or objective, but it does state in section 1.0 "The purpose of the Harwich Harbor Regulations is to promote public safety, define proper area usages and encourage mariner awareness of local Waterway By-Laws and Harwich Harbor rules and regulations. The Town of Harwich, through these regulations, intends to make assignment of mooring, slips and commercial permits under its jurisdiction fair, equitable and transparent. A clear goal is to enhance the enjoyment of the harbors for the recreational boater and usability/functionality for all commercial boaters and the benefit of the Harwich residents". https://www.harwich-ma.gov/sites/harwichma/files/uploads/harbor_mgmt_plan.pdf

6.5 Will the project directly support an increase in either harbor-dependent jobs or commercial vessels operating in the harbor?

Yes No

6.6 If yes, please attach supporting letters of commitment from private partners. Please use the table below to summarize the number of jobs or vessels to be added based on these letters.

Number of full-time jobs to be created:	
Number of part-time jobs to be created:	
Number of commercial vessels to be added:	

6.7 Will the project support "piggyback dredging" or subsequent dredging projects undertaken by private parties for commercial or recreational purposes?

Yes No

6.8 If yes, please attach supporting letters of commitment from private partners.

6.9 Does the Public Entity have a municipal waterways fund that supports dredging activities?

Yes No

6.10 If yes, please explain all sources of revenue for this fund (launch fees, mooring fees, boat excise tax revenue, annual appropriations, etc.).

Annual mooring fees and one half of annual boat excise tax are deposited in the waterways fund.

6.11 Please provide information regarding any additional municipal funds dedicated to harbor or waterway activities. Examples may include a harbor fund or enterprise fund. Type "N/A" if not applicable.

The Harbormaster Department has a Harbor Improvement and Maintenance account that is funded by Waterway User fees assessed to all boaters within the town.

6.12 Please provide totals from the previous two fiscal years (July 1 to June 30) related to the following types/sources of revenue. Totals should reflect revenue from all harbors and waterways within the municipality.

Type/Source of Revenue	FY17 Total	FY18 Total
	07/01/16 to 06/30/17	07/01/17 to 06/30/18
Moorings	\$85,320	\$87,891
Slips	\$614,594	\$729,816
Launches	\$21,475	\$29,285
Boat Excise Tax	\$25,016	\$25,872
Waterways User Fee	\$80,575	\$84,429
Other:		
Other:		
Other:		

6.13 Please provide the Public Entity's current schedule of fees related to harbor and waterway activities. Applicants can either type the fee schedule below, provide a URL link for the fee schedule, or indicate "See attached" and submit the fee schedule as an attachment to this application.

See Appendix B Marina Fee Schedule: https://www.harwich-ma.gov/sites/harwichma/files/uploads/harbor_mgmt_plan.pdf

6.14 Has the Public Entity increased any of its harbor/waterways fees in the last five fiscal years, including the current fiscal year?

Yes No N/A

6.15 If yes, please briefly describe the increase(s).

In 2018, all harbor related fees were increased by 10% (slips, moorings, off-loading permits, waterway user fees). Increase in fees are helping to fund the debt service related to the dredging of Saquatucket Harbor basin and the replacement of all Saquatucket Marina docks, piles, and services.

6.16 Please describe how the Public Entity, if awarded funding, will plan for future maintenance dredging. As part of your answer, please specify the life expectancy of the proposed project (i.e., when will the Project Site next require maintenance dredging).

As previously stated, currently Allen Harbor channel has to be dredged every year. We have a project being proposed at Town Meeting next month to hire an engineer to do an assessment of the jetty system and provide recommended actions to address the chronic shoaling problem. Actual construction/repair work would commence the following year if approved.

SECTION VII. CERTIFICATION OF AUTHORIZATION

7.1 Preparer Name and Title – Please provide the name and title of the person preparing and submitting this application:

Christopher Clark, Town Administrator

7.2 Does the Public Entity require a vote of an executive body to authorize the submission of this application?

Yes No

7.3 If yes, please attach a certified copy of this vote.

7.4 If no, is the Preparer authorized to submit this application on behalf of the Public Entity, either by virtue of an executive position (CEO, CFO, etc.) or as a designee of an executive officer?

Yes No

7.5 Certification:

By dating and submitting this application, the Preparer (see 7.1 above) certifies that he/she is duly authorized to submit this application on behalf of the Public Entity. He/she further acknowledges that the information provided herein will be relied upon by the Commonwealth to decide whether to award a capital grant and that the Commonwealth reserves the rights to take action against the Public Entity or any other beneficiary of such a grant if any of the information provided is inaccurate, misleading, or false.

The Preparer hereby certifies under the pains and penalties of perjury that the answers submitted in this application, and any attachments submitted in support thereof, are true, accurate, and complete.

Date of Submission: 4/30/2019

[No Signature Required]

Cold Brook Eco-Restoration Project

Harwich, MA

Update to Selectmen May 18, 2020

Project Team

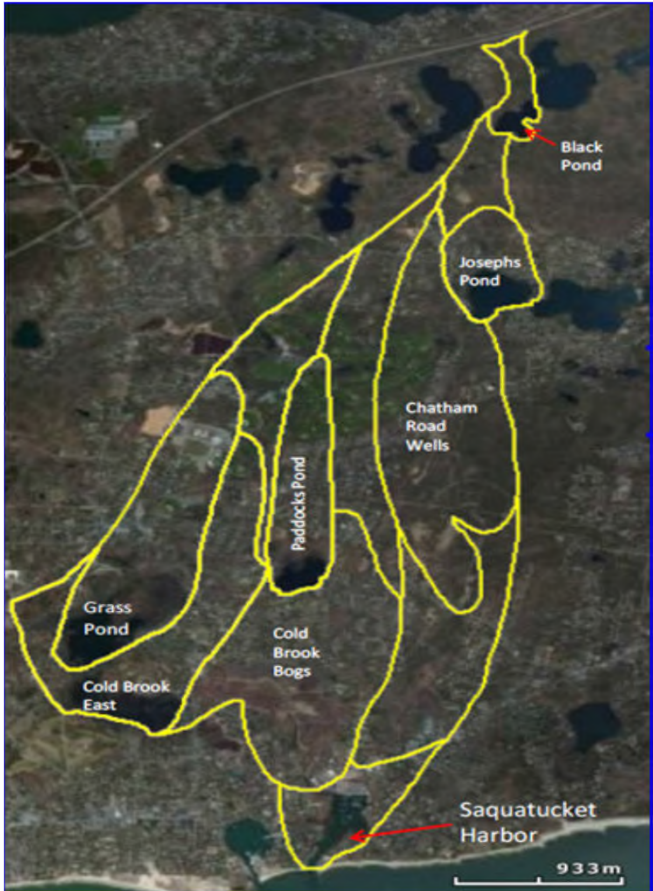
- Town of Harwich
- Harwich Conservation Trust (HCT)
- CDM Smith with TMDL Solutions and UMass Dartmouth School of Marine Science and Technology (SMAST)
- Massachusetts Department of Fish and Game, Division of Ecological Restoration (DER) with Inter-Fluve.
- U. S. Fish & Wildlife Service
- Others

Town's Focus

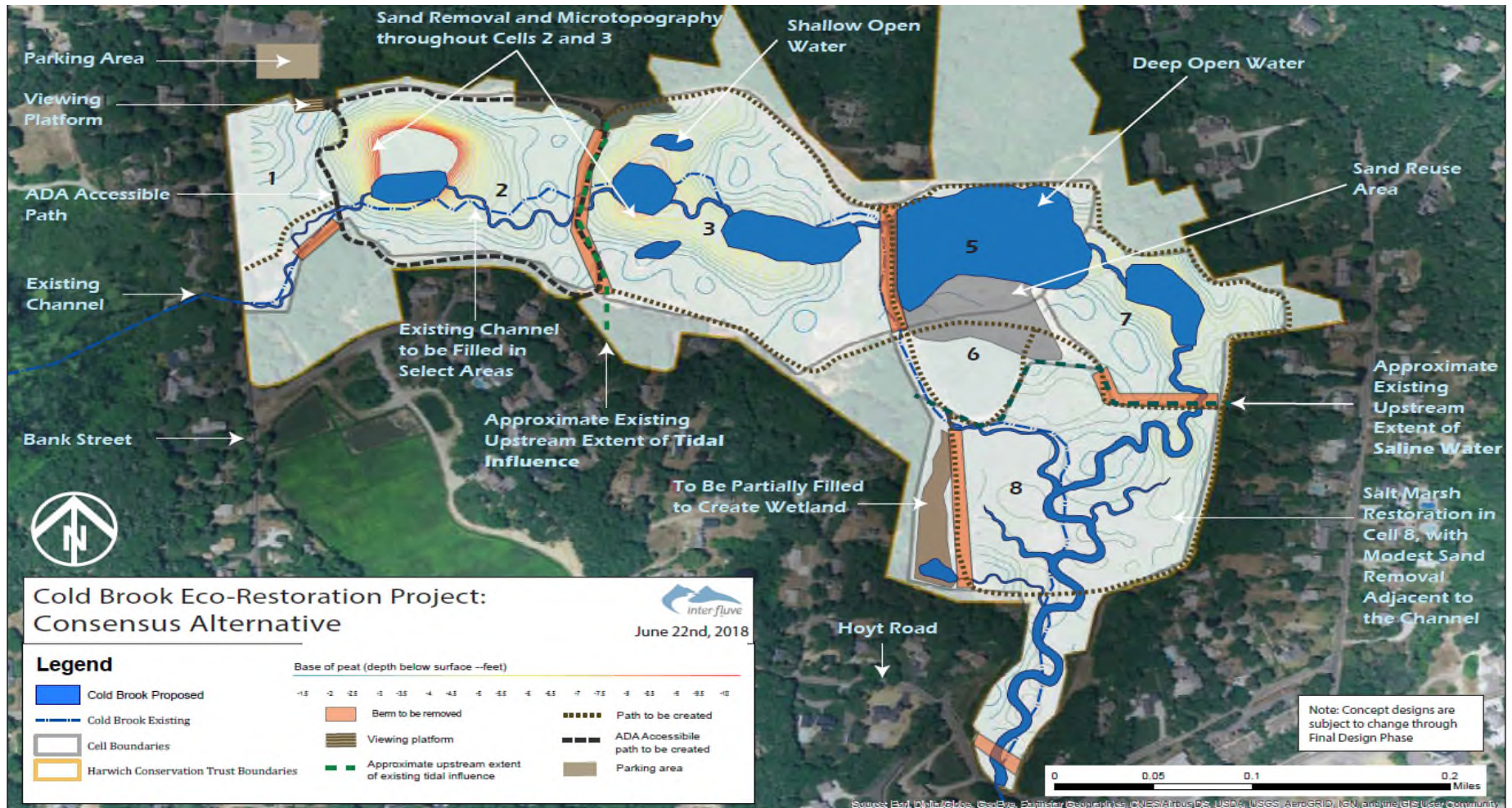
Enhance water quality by increasing nitrogen removal in the Saquatucket Harbor Watershed system via denitrification by restoring the freshwater wetlands, open shallow water ponds and salt marsh in the naturally transitioning former cranberry bogs of Cold Brook.

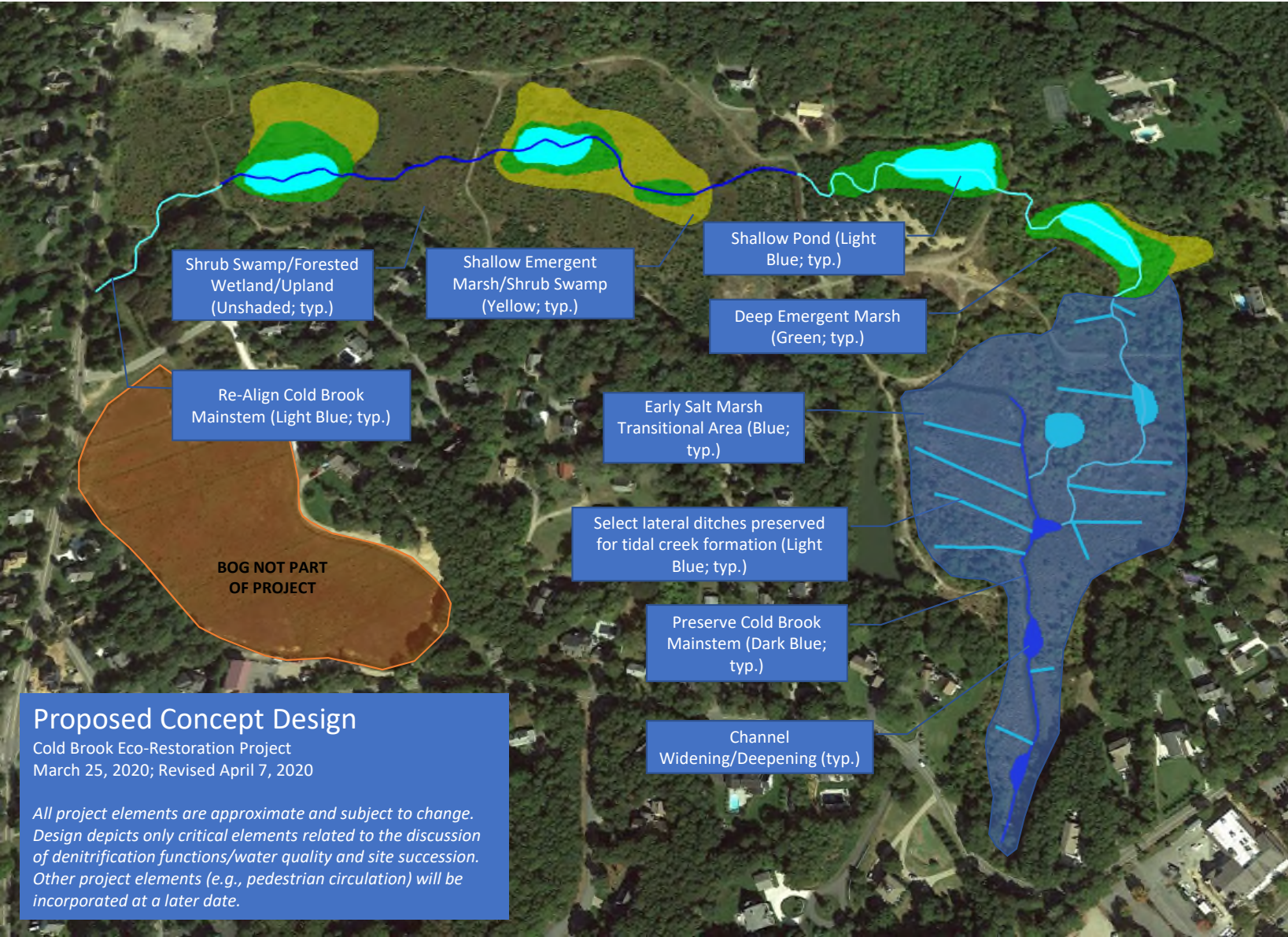
Support the Harwich Conservation Trust goals to enhance water quality, habitats and visitor experience.

Saquatucket Harbor Watershed Cold Brook – Natural Nitrogen Removal



Cold Brook Eco-Restoration Project – June 2018





Proposed Concept Design
 Cold Brook Eco-Restoration Project
 March 25, 2020; Revised April 7, 2020

All project elements are approximate and subject to change. Design depicts only critical elements related to the discussion of denitrification functions/water quality and site succession. Other project elements (e.g., pedestrian circulation) will be incorporated at a later date.

Community Type Acreage

- Salt Marsh: **9.5± ac**
- Shallow Pond: **2.2± ac**
- Deep Emergent Marsh: **3.2± ac**
- Shallow Emergent Marsh/Shrub Swamp: **3.5± ac**
- Shrub Swamp/Forested Wetland/Upland: **15± ac**
- Realigned Stream: **2,700± lf**



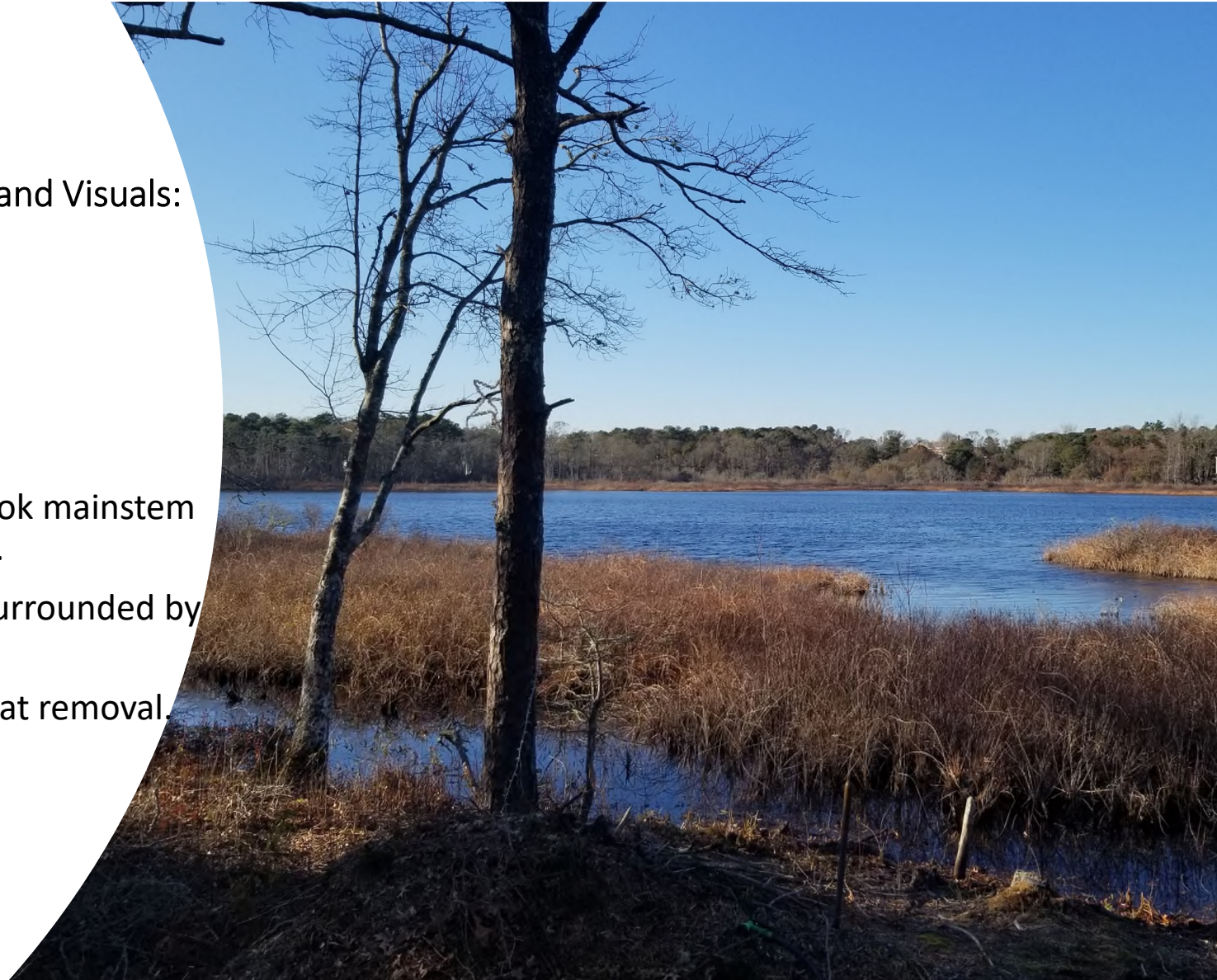
Community Type Definitions and Visuals: *Salt Marsh*

- Limited manipulation of bog surface to preserve elevation capital.
- Self starting: no planting of *Spartina* spp. (provided existing populations are present).
- Use of existing lateral ditching as starter channels.
- Preserve mainstem of Cold Brook; add over-widened areas along channel for refugia.
- Salt marsh will generally be allowed to progress naturally as sea level rises. Depiction on the concept plan is estimated maximum current extent which will be clarified as tidal elevation information is reviewed. Projections of future extent will be developed based on a range of potential sea level rise scenarios.



Community Type Definitions and Visuals: *Shallow Pond*

- Open water area.
- 2 meter maximum depth.
- Flow through (i.e., Cold Brook mainstem flows into and out of pond).
- Pond perimeter generally surrounded by deep emergent marsh.
- Will require sand and/or peat removal.



Community Type Definitions and Visuals: *Deep Emergent Marsh*

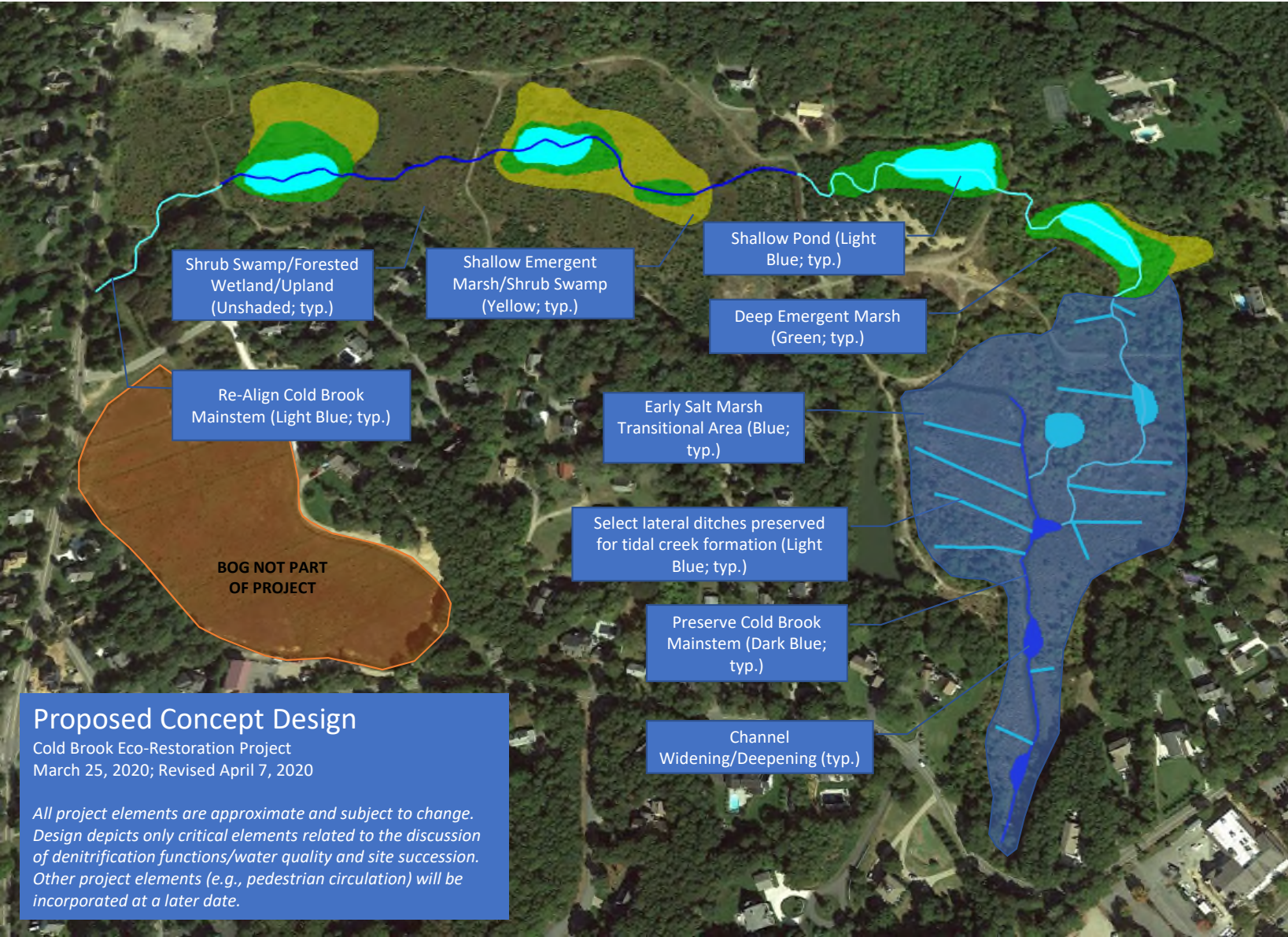
- Permanently/semi-permanently inundated
- 1-3 foot depth of water.
- Along margins of Shallow Pond.
- Tall graminoids and limited (<25% cover) woody plants.
- Sand removal required, and possible over excavation (amount dependent on water table elevations).



Community Type Definitions and Visuals: *Shallow Emergent Marsh/Shrub Swamp*

- Shallow Emergent Marsh/Shrub Swamp:
 - 50/50 mix of two community types.
 - Mix of grasses, sedges, rushes and forbs, with other areas containing woody plants, and shrub communities.
 - Seasonal to semi-permanent inundation.
 - Due to presence of peat, shrub communities may be considered Acidic Shrub Fen.
 - This equates to “heavy microtopography” methods used by DER.





Proposed Concept Design
 Cold Brook Eco-Restoration Project
 March 25, 2020; Revised April 7, 2020

All project elements are approximate and subject to change. Design depicts only critical elements related to the discussion of denitrification functions/water quality and site succession. Other project elements (e.g., pedestrian circulation) will be incorporated at a later date.

Community Type Acreage

- Salt Marsh: **9.5± ac**
- Shallow Pond: **2.2± ac**
- Deep Emergent Marsh: **3.2± ac**
- Shallow Emergent Marsh/Shrub Swamp: **3.5± ac**
- Shrub Swamp/Forested Wetland/Upland: **15± ac**
- Realigned Stream: **2,700± lf**



Proposed Schedule

- DER
 - Complete 50% preliminary design – June 30, 2020
 - Complete final design and permitting – Summer 2021
 - Bid project for construction – Fall 2021
 - Construction completion – Summer 2022
- Town of Harwich
 - Updated baseline monitoring – 2020 thru 2021
 - Post construction monitoring – 2022 thru 2024
 - Compliance monitoring report – Fall 2024

Questions and Comments?

Eco-Restoration Project at Cold Brook Bogs



Danielle Delaney

From: Link Hooper <lhooper@harwichdpw.com>
Sent: Friday, May 15, 2020 9:24 AM
To: Danielle Delaney
Subject: Re: Packet Material

Hi Danielle,

No materials for the packet. I discussed with Larry yesterday to see what his expectations were and if he wanted formal materials prepared. He did not.

Link

On May 15, 2020 9:10:05 AM EDT, Danielle Delaney <ddelaney@town.harwich.ma.us> wrote:

Good Morning Link,

Please send me your packet material when you have a chance. Patti is out today so I will be preparing for the Board.

Thank you!
Danielle

Danielle Delaney
Selectmen/Administrator's Office
Town of Harwich
ddelaney@town.harwich.ma.us
508-430-7513

--

Sent from my Android device with K-9 Mail. Please excuse my brevity.

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, Interim Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *JFP* Interim Town Administrator

RE: Utility Hearing May 11, 2020
NSTAR Electric Company dba Eversource Energy
22 Central Avenue

DATE: May 11, 2020

A Utility Hearing was held on Monday, May 11, 2020 at 10:05 via teleconference, at the request of NSTAR/Eversource for the purpose of the installing approximately 40' +/- of conduit and cable and one handhole# 65/H3A in town road to provide electrical service to customer at 22 Central Avenue

Legal ads were published and notifications were given. There were one (1) abutter on the teleconference, Mr. John Twomey, Trustee, 22 Central Avenue. There were no objections to installing approximate 40' +/- of conduit and cable and one handhole# 65/H3A in town road to provide electrical service to customer at 22 Central Avenue.

There were no other questions, concerns or objections and the Hearing was adjourned at 10:09 AM. After careful review, I recommend that the Board approve Eversource Plan No. 238912 Dated March 7, 2020 – WO#2382912



TOWN OF HARWICH

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645

MINUTES Utility Hearing – 22 Central Ave Monday, May 11, 2020

THOSE IN ATTENDANCE VIA TELECONFERENCE: Joseph F. Powers, Interim Town Administrator, Patti Macura, Administrative Secretary, Representatives from Eversource; Jessica Elder and, Mr. John Twomey, Trustee, 22 Central Avenue was the only abutter on the call

The Assistant Town Administrator called the hearing to order at 10:05 A.M. and read the Utility Hearing Notice.

Jessica Elder confirmed the work to be performed. Which is proposed to install approximately 40' +/- of conduit and cable and one handhole# 65/H3A in town road to provide electrical service to customer at 22 Central Avenue

The hearing was adjourned at 10:08 A.M.

Submitted by:
Patricia Macura
Administrative Secretary

Attachments

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

WO#2382912

Barnstable, Massachusetts

March 14, 2020

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Central Avenue, Harwich

To install approximately 40' of conduit and cable and 1 handhole#65/H3A in town road.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2382912 Dated March 07, 2020.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By *Jessica Elder*
Right of Way Agent
Jessica S. Elder

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#2382912**

IN BOARD OF SELECTMEN FOR THE TOWN OF HARWICH, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED: that the **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** be and it is hereby granted a location for and permission to install and maintain underground cables, conduits and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 14th day of March 2020.

All construction under this order shall be in accordance with the following conditions:

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No. 2382912 Dated March 7, 2020 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

Central Ave, Harwich to install 40' +/- of conduit -1 handhole#65/H3A in town road
To provide electric service to customer at 22 Central Avenue

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Harwich, Massachusetts held on the _____ day of _____ 2020.

Clerk of Selectmen.

_____, Massachusetts _____ 2020.

Received and entered in the records of location orders of the Town of Harwich
Book _____ Page _____.

Attest:

Town Clerk

We hereby certify that on _____ 2020, at _____ o'clock,
_____ M. at _____ a public hearing was held on the
petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

**Selectmen of the Town of
Harwich, Massachusetts**

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Harwich, Massachusetts, on the _____ day of _____ 2020, and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk.

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
May 11, 2020

Pursuant to M.G.L. Ch. 166, § 22, the Interim Town Administrator will hold a Public Hearing at **10:00 AM on Monday, May 11, 2020 via Teleconference** in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

22 CENTRAL AVENUE, HARWICH

PROPOSED: To install approximately 40' +/- of conduit and cable and one handhole# 65/H3A in town road to provide electrical service to customer at 22 Central Avenue

All abutters and other interested persons are invited to dial in

TELECONFERENCE ACCESS INSTRUCTIONS

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

<https://global.gotomeeting.com/join/188731245>

You can also dial in using your phone

United States: [+1 \(571\) 317-3122](tel:+15713173122) Access Code: 188-731-245

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

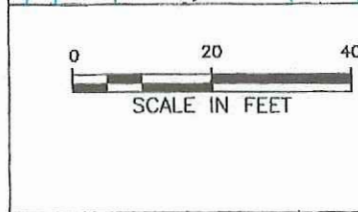
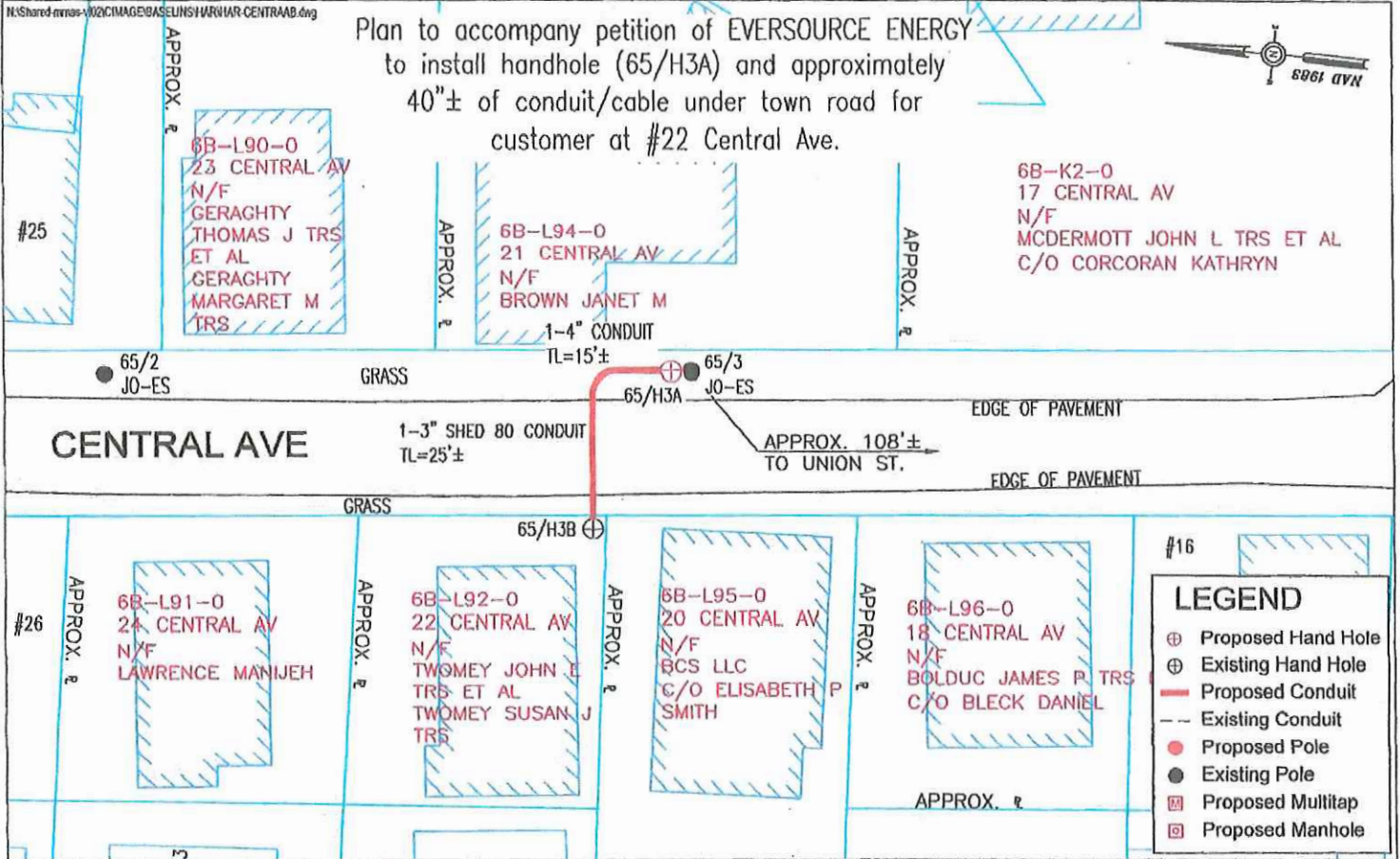
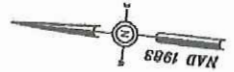
<https://global.gotomeeting.com/install/188731245>

For further information, please call the Town Administrator's Office at (508) 430-7513 x 3319

Joseph F. Powers
Interim Town Administrator

Cape Cod Chronicle
April 30, 2020

Plan to accompany petition of EVERSOURCE ENERGY to install handhole (65/H3A) and approximately 40'± of conduit/cable under town road for customer at #22 Central Ave.



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "PARENTS") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION. YOU IN ASSURE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION FOR RELEASE, RELEASE, RELEASE AND HOLD THE PARENTS HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSIGNED FOR THE ACCURACY OF ANY INFORMATION, EITHER UNDISCOVERED OR IMPLIED, UNAUTHORIZED ATTEMPTS TO REPRODUCE THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	2382912
Ward #	
Work Order #	2382912
Surveyed by:	N/A
Research by:	JC
Plotted by:	JC
Proposed Structures:	TL
Approved:	A DEBENEDICTIS
P#	

NSTAR EVERSOURCE 1185 MASSACHUSETTS AVE. DOVERHESTER, MASS. 02125	
Plan of CENTRAL AVE, HARWICHPORT	
Showing PROPOSED HANDHOLE AND CONDUIT LOCATION	
Scale	1"=20'
Date	MARCH 7, 2020
SHEET	1 of 1

LEGAL ADVERTISING

TOWN OF CHATHAM HISTORICAL COMMISSION AGENDA MAY 19, 2020 REMOTE PARTICIPATION ONLY

Please Note: This meeting is being recorded and will be available shortly hereafter for scheduled and on demand viewing on any smartphone or tablet device. If anyone else is recording the meeting, please notify the Chairman.

https://teams.microsoft.com/join/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_YfyYTjVZCEYmN4Ys00y23lWEDTYZGFmNzE1Z1VjOJZK%40ihead.v2%2F0%3Fcontent%3F%2F%257b%2522%2F2%2522%2F53%2522%2F17a68-a412-4139-a47c-97515be2b99%2522%2522%2522%2F2%2522%2522%2F230df-lb871-476e-9968-386c45120bc%2522%2522%2522%26anon%3dtrue&type=meetup-join&deplinkid=925b3507-d227-40a7-8ded-2f97cd94fad5&directID=true&msLaunch=true&enableMobilePage=false&suppressPrompts=true

CALL IN NUMBER: 508-945-4410
CONFERENCE ID: 752 639 384#

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Chatham Historical Commission is being conducted via remote participation. Every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order. A reminder that persons who would like to listen to this meeting while in progress may do so by calling the phone number: 508-945-4410, Conference ID: 752 639 384# or join the meeting online via Microsoft Teams through the link in the posted agenda.

Despite our best efforts, we may not be able to provide real-time access, and we will post a record of this meeting on the Town's website as soon as possible.

HEARINGS:

Application No: 20-011 To be heard in accordance with Chapter 158 (Demolition Delay Bylaw) of the Town of Chatham General Bylaws, pursuant to the Notice of Intent to Demolish or Partially Demolish a Historic Building or Structure Located at: 305 Main Street, filed by: James M. Norcross, Esq., PO Box 707 Chatham, MA 02633; for: Estate of Timothy C. Emerson/Timothy C. Emerson Revocable Trust, 541 Boylston Street, Brookline, MA 02445 (Cont. from 4/21/2020)

Application No: 20-011 To be heard in accordance with the provisions of Section 12(e) of the Cape Cod Commission Regional Policy Plan regarding properties situated in a National Historic Register District pursuant to an Application for Substantial Alteration to a Historic or Contributing Structure in a National Historic Register District. Located at: 305 Main Street, filed by: James M. Norcross, Esq., PO Box 707 Chatham, MA 02633; for: Estate of Timothy C. Emerson/Timothy C. Emerson Revocable Trust, 541 Boylston Street, Brookline, MA 02445 (Cont. from 4/21/2020)

Application No: 20-012 To be heard in accordance with Chapter 158 (Demolition Delay Bylaw) of the Town of Chatham General Bylaws, pursuant to the Notice of Intent to Demolish or Partially Demolish (Chimney) a Historic Building or Structure Located at: 364 Old Harbor Road, filed by: Nigel J. & Amanda J. Brighton; 364 Old Harbor Road, Chatham, MA 02633

Reopening of Public Hearing for Application No: 19-021 to consider new information as provided by the property owner with the possibility of lifting the demolition delay for: 26 Cockle Cove Road that was heard in accordance with Chapter 158 (Demolition Delay Bylaw) of the Town of Chatham General Bylaws, pursuant to the Notice of Intent to Demolish or Partially Demolish a Historic Building or Structure filed by: Stephen Clark, Trustee, Dorothy Clark Trust, PO Box 1086, West Dennis, MA 02670.

The full agenda for this meeting will be posted at: www.townofchatham.com/government/02633 at least 48 hours prior to the meeting, excluding Saturdays, Sundays and legal holidays.

Frank Messina
Chairman

The Cape Cod Chronicle
April 30 and May 7, 2020

HARWICH CONSERVATION COMMISSION NOTICE OF PUBLIC MEETING

The Harwich Conservation Commission will hold a public meeting in accordance with the provisions of the Wetlands Protection Act, MGL Ch. 131 §40, and its Regulations 310 CMR 10.00 and the Town of Harwich Wetlands Protection By-Law, and its Regulations, Article VII on Wednesday May 6, 2020 at 6:30 p.m. Meeting will be by remote participation only. The public can access the meeting via Channel 18 where it will be broadcasting live, and they can also get login information to participate in the meeting on the agenda which will be posted on the town website. The following applicants have filed a Request for Determination of Applicability:

Great Sand Lakes Association, 0 Vacation Ln, Map 72 Parcel BA-A. Erosion control measures.
Samantha Poitras, 5 Yankee Clipper Way, Map 103 Parcel S2-4. Driveway and grading.
Mike and Beth Adams, 97 Pleasant Road, Map Parcel Z3-5. Enlarge Driveway.

The following applicants have filed a Notice of Intent:
Steve Hassell, 46 Indian Trail, Map 34 Parcel K3-2. New dwelling.
Donald Annino, 14 Mill Point Road, Map 1 Parcel J1-94. Pier, ramp, and float.
C. Rockwood Clark, 220 Long Pond Road, Map 102 Parcel K2. Remove walkway, steps, and retaining wall. Construct new walkway landing, stairs, and zone wall. Plant area of erosion.

The Cape Cod Chronicle
April 30, 2020

HARWICH PLANNING BOARD PUBLIC HEARING NOTICE

The Harwich Planning Board will hold a public hearing no earlier than 6:30 PM on Tuesday, May 12, 2020 in the Griffin Meeting Room, 732 Main St., Harwich, MA to consider the following applications. The meeting may be via REMOTE PARTICIPATION ONLY. Written comments may be submitted to the Planning Board at the address shown below or emailing the Town Planner, Charleen Greenhalgh, at cgreenhalgh@town.harwich.ma.us or cgreenhalgh@town.harwich.ma.us. Anyone having interest in the application is invited to access the meeting via GoToMeeting.com. Instructions regarding how to access and participate in the meeting will be posted on the Planning Board's Agenda page for the date of the meeting: <https://www.harwich-ma.gov/node/2451/agenda/2020>. The application and plans can also be viewed using the same website link noted above under Planning Board Legal Notice May 12, 2020.

PB2020-12 Eastward Home Business Trust, Eastward MBT, LLC, Trustee, c/o Eastward Companies, seeks approval of a Modification of a Definitive Subdivision Plan pursuant to M.G.L. c.41 §81K-GG, and §400 of the Code of Town of Harwich for the subdivision known as Bascom Hollow Assessors Map 97, Barnstable County Registry of Deeds Plan Book 675, Page 71. The property is within R-R and the W-R overlay districts. The modification is relative to the Board of Health conditions only.

All documents related to the above cases are on file with the Planning Department and the Town Clerk; however, they can only be viewed using the same website link noted above, and can be found under Planning Board Legal Notice May 12, 2020. You may also email the Town Planner.

In accordance with state law, this legal notice will also be available electronically at www.masspublicnotices.org. The Town is not responsible for any errors in the electronic posting of this legal notice.

Joseph P. McParland,
Chair

The Cape Cod Chronicle
April 23 and 30, 2020

TOWN OF HARWICH HISTORIC DISTRICT & HISTORICAL COMMISSION LEGAL NOTICE

The Historic District and Historical Commission (HDHC) will hold a public hearing on Wednesday, May 20, 2020 via REMOTE PARTICIPATION, from the Griffin Room at Town Hall, 732 Main Street, Harwich, MA to consider the following applications. The public hearing will begin at 6:00 p.m. followed by a public meeting. Any member of the public having an interest in the application(s) is invited to access the meeting via GoToMeeting.com and provide information and comment relevant to this matter or may submit the same in writing. Instructions on how to access and participate in the meeting, along with the plans from the case files, will be posted on the Commission's Agenda page for the date of the meeting.

HH2020-07 Notice of Intent (NOI) has been received for 194 Pleasant Bay Road, Map 113, Parcel 53-A in the R-R Zone. The application proposes 100% demolition of a cottage outbuilding. The application is pursuant to the Code of the Town of Harwich Chapter 131, Historic Preservation, Article II. Gregory P. & Terri L. Olander, as Owner/Applicant.

HH2020-08 Certificate of Appropriateness (COA) has been received for 110 Parallel Street, Map 41, Parcel D6 in the C-V and the Harwich Center Historic District. The application proposes to alter the architectural trim and replace the existing gutter system. The application is pursuant to MGL c. 40C, Section 6 and the Code of the Town of Harwich, Chapter 131, Historic Preservation, Article I. Michelle and Jim Treese, owners and applicants.

HH2020-10 Notice of Intent (NOI) has been received for 312 Bank Street, Map 41, Parcel N7, in the R-R Zone. The application proposes partial demolition of the portions of structure identified as the mud and laundry rooms. The application is pursuant to the Code of the Town of Harwich Chapter 131, Historic Preservation, Article II. Estate of Mary E. Larkin, et al, c/o George Rockwood Clark, owner/applicant.

HH2020-10 Notice of Intent (NOI) has been received for 3 Bay View Road, Map 7, Parcel J13, in the R-L Zone. The application proposes demolition of one of the chimneys of the c1870 home. MACRIS inventory no. HRW.380. Additionally, the application shows replacement of all windows, exterior doors, siding and roofing. The application is pursuant to the Code of the Town of Harwich Chapter 131, Historic Preservation, Article II. Edward and Jane Fay, owner/applicant.

All documents related to the above case(s) are on file with the Building Department and the Town Clerk, 732 Main Street and may be viewed on the Commission's Agenda page under the date of the meeting. Please note: At the date of this printing Town Hall is closed.

In accordance with state law, this legal notice will also be available electronically at www.masspublicnotices.org. The City/Town is not responsible for any errors in the electronic posting of this legal notice.

Mary Maslowki,
Chairman

The Cape Cod Chronicle
April 30 and May 7, 2020

TOWN OF CHATHAM REQUEST FOR PROPOSALS HOUSING COORDINATOR CONSULTANT SERVICES

The Town of Chatham, an Equal Opportunity Employer, is seeking proposals from qualified interested parties to provide professional Housing Consultant services for the duration of Fiscal Year 2021 through Fiscal Year 2023 at the sole discretion of the Town. The total cost including fee and reimbursable expenses for this project shall not exceed \$30,000 in FY21, \$30,000 in FY22 and \$30,000 in FY23 with the possibility of one-year extensions subsequent to FY23 (maximum 5-year total from the date of executed contract) subject to appropriation.

The Contractor shall be responsible for hiring and managing a staff person to provide a range of housing related services.

The Town's existing Protective (Zoning) By-Laws and housing production plan are available on-line at www.chatham-ma.gov should a Vendor wish to review them prior to submitting a proposal.

The Request for Proposals (RFP) may be obtained via email from Shanna Nealy at snealy@chatham-ma.gov during regular business hours.

Bids must be received by or before 2:00 PM on June 3, 2020. The Town reserves the right to reject any or all proposals if deemed in the best interest of the Town.

The Cape Cod Chronicle
April 23 and 30, 2020

TOWN OF HARWICH NOTICE OF PUBLIC HEARING MAY 11, 2020

Pursuant to M.G.L. Ch. 166, § 22, the Interim Town Administrator will hold a Public Hearing at 10:00 AM on Monday, May 11, 2020 via Teleconference in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

22 CENTRAL AVENUE, HARWICH

PROPOSED: To install approximately 40' +/- of conduit and cable and one handhole# 65/H3A in town road to provide electrical service to customer at 22 Central Avenue

All abutters and other interested persons are invited to dial in

TELECONFERENCE ACCESS INSTRUCTIONS

Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/188731245>

You can also dial in using your phone

United States: +1 (571) 317-3122 Access Code: 188-731-245

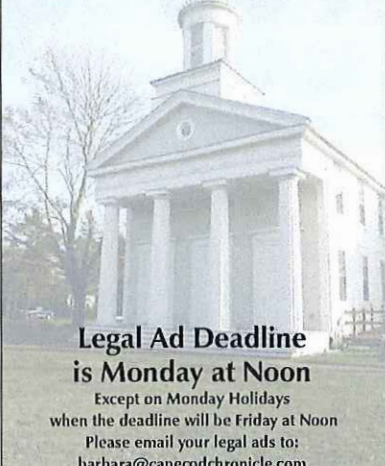
New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/188731245>

For further information, please call the Town Administrator's Office at (508) 430-7513 x 3319

Joseph F. Powers
Interim Town Administrator

The Cape Cod Chronicle
April 30, 2020



**Legal Ad Deadline
is Monday at Noon**
Except on Monday Holidays
when the deadline will be Friday at Noon
Please email your legal ads to:
barbara@capecodchronicle.com

WO #2382912
CENTRAL AVE.
HARWICH, MA 02646

6B-L94-0
21 CENTRAL AV
N/F
BROWN JANET M
119 DECOTA DR
STOUGHTON, MA 02072

6B-K2-0
17 CENTRAL AV
N/F
MCDERMOTT JOHN L TRS ET AL
C/O CORCORAN KATHRYN
15 MIDDLESEX ST
QUINCY, MA 02171

6B-L95-0
20 CENTRAL AV
N/F
BCS LLC
C/O ELISABETH P SMITH
33 BOGANDALE RD
WEST ROXBURY, MA 02132

6B-L92-0
22 CENTRAL AV
N/F
TWOMEY JOHN E TRS ET AL
TWOMEY SUSAN J TRS
23 MADAWASKA ST
BEDFORD, MA 01730

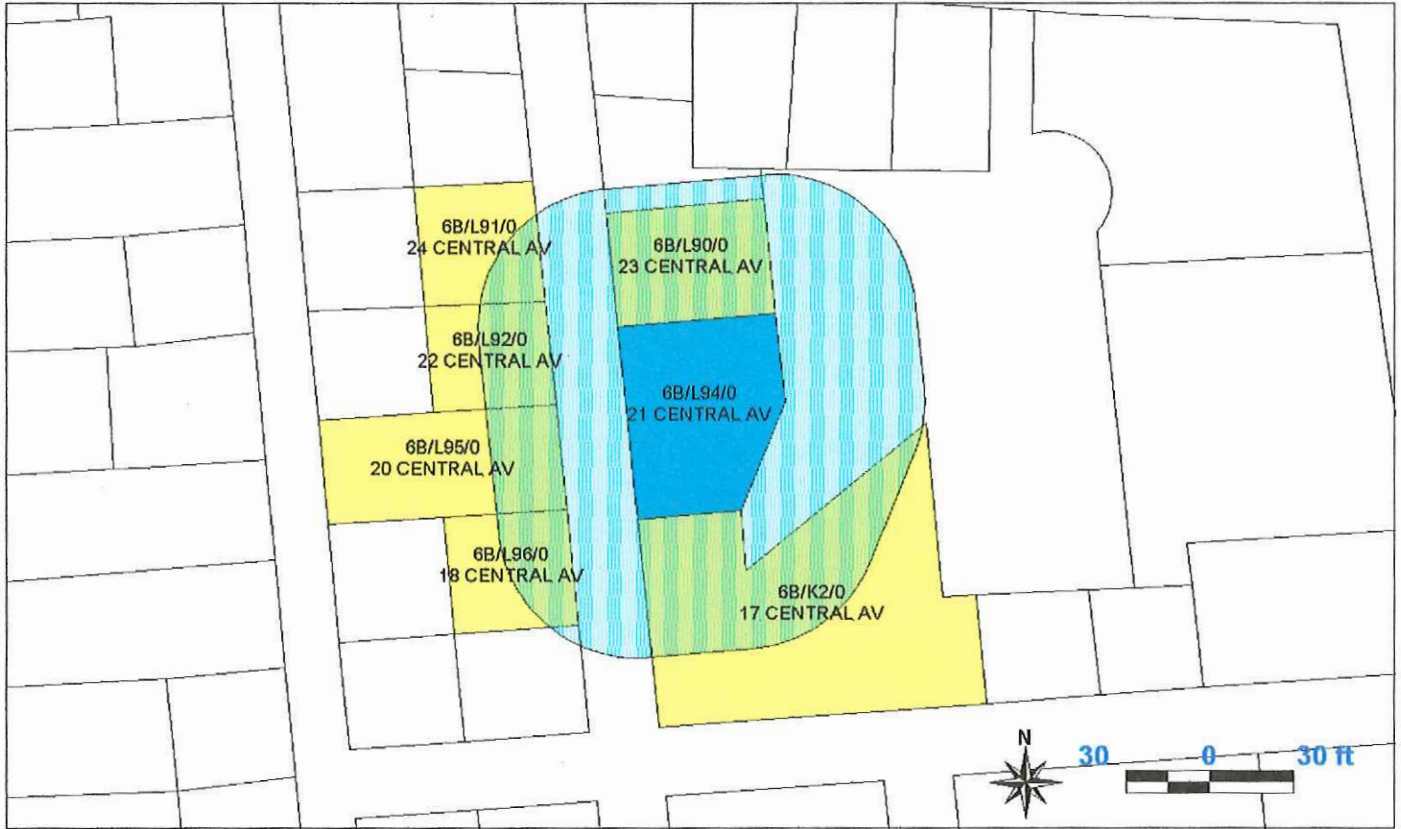
6B-L90-0
23 CENTRAL AV
N/F
GERAGHTY THOMAS J TRS ET AL
GERAGHTY MARGARET M TRS
5149 39TH ST
W BRADENTON, FL 34210

6B-L91-0
24 CENTRAL AV
N/F
LAWRENCE MANIJEH
50 NOON HILL AVE
NORFOLK, MA 02056

6B-L96-0
18 CENTRAL AV
N/F
BOLDUC JAMES P TRS ET AL
C/O BLECK DANIEL &
56 GREENOUGH ST UNIT 2
BROOKLINE, MA 02445

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

Abutters List Within 50 feet of Parcel 6B/L94/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
12107	6B-K2-0-R	CORCORAN KATHRYN ✓	17 CENTRAL AV	15 MIDDLESEX ST	QUINCY	MA	02171
8203	6B-L90-0-R	GERAGHTY THOMAS J TRS ET AL ✓ GERAGHTY MARGARET M TRS ✓	23 CENTRAL AV	5149 39TH ST	W BRADENTON	FL	34210
7798	6B-L91-0-R	LAWRENCE MANIJEH ✓	24 CENTRAL AV	50 NOON HILL AVE	NORFOLK	MA	02056
1079	6B-L92-0-R	TWOMEY JOHN E TRS ET AL ✓ TWOMEY SUSAN J TRS ✓	22 CENTRAL AV	23 MADAWASKA ST	BEDFORD	MA	01730
12008	6B-L94-0-R	BROWN JANET M ✓	21 CENTRAL AV	119 DECOTA DR	STOUGHTON	MA	02072
1085	6B-L95-0-R	BCS LLC ✓	20 CENTRAL AV	C/O ELISABETH P SMITH 33 BOGANDALE RD	WEST ROXBURY	MA	02132
1088	6B-L96-0-R	BLECK DANIEL & BLECK KELLY ✓	18 CENTRAL AV	56 GREENOUGH ST UNIT 2	BROOKLINE	MA	02445

*Marked
4/28/20*

**Place holder for the
report of Governor
Baker's Reopening
Advisory Board to be
released on Monday,
May 18, 2020**



Massachusetts Municipal Association Recommendations to the COVID-19 Reopening Advisory Board

Presentation by the MMA's Reopening Advisory Committee

Adam Chapdelaine (Chair) and Geoff Beckwith (Executive Director & CEO), on behalf of the MMA
May 13, 2020



Today's Presentation

1. **Cities & Towns Uniquely Positioned as Partners**
2. **Diverse Municipalities with Common Needs**
3. **Municipal Resources are Strained to the Limit**
4. **A Sustainable Reopening Driven by Public Health**
5. **Timely & Specific Guidance with High Benchmarks**
6. **Three Categories of Issues and Priorities:**
 - A) **Seasonal & Special Events, Programs and Services**
 - B) **Municipal Operations (“Non-Essential” & Others)**
 - C) **Municipal Enforcement of 3rd Parties**
7. **Cross-Cutting Municipal Needs for Reopening Success**
8. **Priorities for Our Long-Term Economic Recovery**
9. **Four Essential Factors for Reopening Success: Notice, Guidance, Resources, Enforcement**
10. **MMA’s Recovery Advisory Committee**
11. **Appendix: Matrix of Municipal Needs, Priorities and Recommendations**



Cities & Towns Uniquely Positioned as Partners

- **Local government is uniquely positioned, because communities are:**
 - 1) On the front lines fighting the pandemic** through public health, emergency response and social services;
 - 2) Maintaining and delivering essential services** that keep communities, households and essential businesses operating and build our economy; and
 - 3) Enforcing state and local guidelines and orders** with the public and businesses to contain the virus
- **These multi-faceted leadership responsibilities make local government essential to any successful reopening plan**
- **Cities & towns deeply appreciate the close partnership that the Baker-Polito Administration has with local leaders in the fight against the COVID-19 virus – continuing this partnership is more important than ever**



Diverse Municipalities with Common Needs

- **Our 351 cities and towns have widely varying demographics and challenges in managing and responding to the COVID-19 pandemic**
 - Dense urban areas and rural communities
 - Central service communities and bedroom suburbs
 - Older industrial cities and small resort communities dependent on tourism
 - Coastal communities and hilltowns in Central & Western Massachusetts
 - Large cities with full-time staff and small towns with volunteers and part-time leadership
- **All local governments in every corner of Massachusetts need strong public health guidance and expertise from the state, full access to the necessary resources to meet local challenges, and the flexibility and authority to manage their local governments**



Municipal Resources are Strained to the Limit

- **Cities and towns have mobilized during the COVID-19 emergency** – providing essential public health, emergency response and critical services for vulnerable populations
- **Communities have diverted budget resources and redeployed staff** to respond and lead during the pandemic
- **Local leaders have maintained vital essential services and created new delivery structures and governance methods** to continue operations
- **At the same time, communities are facing the deepest fiscal crisis in memory**, with deep losses in local revenues and local aid imperiled due to the state's massive revenue loss, jeopardizing municipal services that are critical to fighting COVID-19 and rebuilding our economy
- **Municipalities in every region need full funding and equal access to resources to implement the reopening process** – PPE, equipment, supplies, testing, expertise



A Sustainable Reopening Driven by Public Health

- **Municipal leaders want to phase-in economic and social re-engagement as thoughtfully and carefully as possible, driven by public health data above all**
- **Each phase should be informed by public health metrics, with widespread testing & tracing, closely monitored infection rates, hospitalizations, and ICU capacity**
- **A second COVID-19 surge would endanger our residents, employees and businesses, and devastate chances for near-term economic improvement and a manageable economic recovery**
- **Economic recovery for Main Street businesses and larger corporations will only be possible with strong public health policies and protections in the COVID-19 era**
- **Public support and alignment across all government, business and social sectors will be essential – a second surge and shutdown would undermine this confidence**



Timely & Specific Guidance with High Benchmarks

- **First and foremost, communities need timely, strong, clear and detailed guidance from the state on what will and what will not be allowed in each phase of the re-opening – including what specific conditions and actions will be required to ensure public health and safety, in each sector and segment of activity**
- **This includes clear guidance on:**
 - A) seasonal & special events, programs & services**
 - B) public-facing and customer-facing municipal services & operations**
 - C) 3rd party businesses and individuals subject to municipal enforcement**
- **State guidance should be directive and clear during each phase, with high benchmarks and requirements, and notice should be provided in advance of each phase – this will provide the necessary time to plan and verify that adequate resources are in place, facilitate consistency across communities in the public services offered, and ensure consistency and adequate capacity for local enforcement**

Timely & Specific Guidance with High Benchmarks

- **State guidance should be directive with clear and high standards** – this is necessary to reduce the magnitude of variance across Massachusetts and ensure consistency in the public services offered and the business and commercial activity allowed
- **Vague advisories or wide guidelines impose heavy policy and enforcement burdens on municipalities, creating border competition and asymmetrical spillover effects**
- **State directives should specify what activity is permitted in each phase, and what actions must be taken to operate safely and protect public health**
- **Cities and towns need early and timely notice well in advance of each reopening phase, including immediate guidance on seasonal & special events, services and programs** – these cross multiple phases; hiring, procurement & permitting are in process now (beaches, summer camps & recreation programs, concerts, swimming pools, holiday celebrations, e.g.)



A) Seasonal & Special Events, Programs and Services

Examples:

- State/Local Beaches (at the ocean and lakes)
- Summer Camp and Recreation Programs
- Municipal Swimming Pools
- Summer/Outdoor Concerts
- Holiday Events & Public Celebrations
- Permitting of Youth & Adult Sports/Activities
 - Use of Public Fields
 - Community Road Races
 - Scout Camping on Public Land

What's Needed:

- **Immediate notice prior to any phase**
 - Planning in process now
 - Activities span months/phases
- **Directive guidance with high benchmarks**
 - To facilitate consistency across state
- **Clear guidance for public and municipalities**
 - To ensure safe operations & compliance
- **Universal and equitable access to resources**
 - PPE, equipment, cleaning supplies, expertise & funding in every region



B) Municipal Operations (Non-Essential & Others)

- **Tier One (Public-Facing)**

- Elections
- Town Meetings
- Senior Centers (public programming)
- Libraries (public programming)
- Youth Centers
- Parks & Playgrounds
- Summer Camp & Recreation
- Use of Recreation Fields
- Municipal Golf Courses

- **Tier Two (Customer-Facing)**

- In-Person Payment of Bills (office)
- Inspections (office & in the field)
- Licensing (office & in the field)
- Senior Services (office & in the field)
- Veteran's Services (office & in the field)
- Permitting (office & in the field)
- Assessing (in the field)

- **Tier Three (Backoffice & WFH Options)**

- Accounting, Assessment, Finance, Operations/IT, Procurement, e.g.



B) Municipal Operations (Non-Essential & Others)

What's Needed:

- **Immediate notice for public-facing operations & vulnerable populations**
- **Timely notice in advance of each phase for other operations**
- **Specific guidance on how to operate safely in each phase**
 - Ensures consistency in public services and decision-making across the state
 - Reduces the burden of wide local variance and asymmetrical spillover effects
- **Universal and equitable access to resources**
 - PPE, equipment, cleaning supplies, testing for all public- and customer-facing municipal employees, technical expertise & funding in every region



C) Municipal Enforcement of 3rd Parties

Examples:

- Restaurants & Bars
- Lodging (Hotels, Motels, Short-Term)
- Personal Services
- Private Recreation & Clubs
 - Gyms, Large Venues, Golf Courses, Boys' & Girls' Clubs, YMCAs, Gun Clubs, Pool Clubs, Ice Rinks, e.g.
- Main Street Businesses
 - Retail, Office & Professional Services
- Industrial Operations & Large Workplaces
- Grocery Stores & Pharmacies
- Farmers Markets
- Construction (Commercial & Residential)

What's Needed:

- **Timely notice in advance of each phase**
- **Directive, clear & specific guidance with high benchmarks for 3rd party performance**
 - To facilitate consistency across state
 - To ensure ability & capacity to enforce
 - Low guidance will burden municipalities
- **Ensure clear local authority to enforce**
 - Option for verifiable & documented self-certification to ease local burden
 - Power to close until compliance achieved
 - Allowance for stronger local regulation
 - Complete information sharing from state
 - State affirms local authority to enforce



Cross-Cutting Municipal Needs for Reopening Success

- **Ubiquitous testing for all municipal employees and the public, coordinated by the state** – most towns & cities lack the medical facilities, resources & expertise to run local testing sites
- **Fully implemented contact tracing**, with state support to supplement local BOH capacity
- **Shelter, quarantine and isolation capacity for vulnerable populations**
- **Access to PPE, equipment and cleaning supplies for all municipalities in every region**
- **Access to localized health data to identify hotspots & outbreaks, & inform decisions** – this data is necessary to ensure public support & cooperation
- **Capacity to enforce reopening of private entities & conduct necessary inspections and reviews** – high benchmarks, specific directives, verifiable self-certification, local enforcement authority affirmed by state, ability to set stronger standards, complete & real-time information sharing by DLS and other state agencies

Cross-Cutting Municipal Needs for Reopening Success

- **High benchmark directives by the state to reduce the magnitude of variance** – vague advisories & wide guidelines impose heavy policy & enforcement burdens on cities and towns, create border competition and unwanted spillover effects
- **High benchmark directives and requirements for social distancing & PPE use by individuals** – vague or low-benchmark state standards would create an incentive for widely varied local regulation, which is inefficient and difficult to communicate and enforce
- **Coordination with state agencies and restoration of state services and operations** – for example, timely notification of DCR’s decisions and operating guidelines on state beaches & land use, reopening courthouses to support local policing
- **Guidance on personnel and equity issues in role as the municipal employer** – including lack of access to childcare, those with underlying health issues, return to work policies

Priorities for Our Long-Term Economic Recovery

- **A second shutdown must be avoided** – our long-term economic recovery depends on phasing in a sustainable recovery plan that puts Massachusetts on track for a safe and uninterrupted restoration of business, social and governmental operations
- **Main Street businesses and downtowns will be key** – special investments & resources will be needed
- **Equity in reinvestment and recovery will be vital** – communities and regions with high unemployment, and concentrations of economically disadvantaged residents will need special focus
- **Cities and towns provide services that are fundamental to our economy, and we must avoid a fiscal crisis at all costs** – federal and state aid should fully reimburse all COVID-19 expenses, federal funding should be sent to replace lost local & state revenue, and municipal and education aid must be protected

Summary: 4 Essential Factors for Reopening Success

- **Timely Notice in Advance of Each Phase** – Cities and towns need timely notice of state directives, operational guidelines and policies in advance of each reopening phase to plan, prepare and verify that adequate resources are in place for implementation
- **Strong and Clear Directives and Standards in Each Phase** – State guidance should be directive with clear and high standards to reduce the magnitude of variance across Massachusetts and ensure consistency in the public services offered and the business and commercial activity allowed
- **Universal Access to Resources** – Municipalities in every region need equal access to the tools and resources to implement the reopening process and ensure equitable access to public services – PPE, equipment, cleaning supplies, testing access, technical expertise, funding sources
- **Clear Local Enforcement Authority** – The state should affirm local government’s enforcement authority and ability to set stronger standards; the self-certification process should be documented and verifiable, with all DLS information shared in real time; local authorities should have power to close operations until compliance achieved



Thank you from the MMA's Reopening Advisory Committee


Adam Chapdelaine, Chair	Arlington Town Manager
John Mangiaratti	Acton Town Manager
Paul Bockelman	Amherst Town Manager
Andrew Flanagan	Andover Town Manager
Julie Jacobson	Auburn Town Manager
Mark Ells	Barnstable Town Manager
Kate Fitzpatrick	Needham Town Manager
Jon Mitchell	Mayor of New Bedford
Andrea Llamas	Town Administrator of Northfield
Jim Boudreau	Town Administrator of Scituate
Kevin Mizikar	Town Manager of Shrewsbury
Scott Galvin	Mayor of Woburn
Ed Augustus	Worcester City Manager
Geoff Beckwith	MMA Executive Director & CEO



APPENDIX:

MATRIX OF MUNICIPAL NEEDS, PRIORITIES AND RECOMMENDATIONS


MASSACHUSETTS MUNICIPAL ASSOCIATION REOPENING RECOMMENDATIONS

	A	B	C
	SEASONAL & SPECIAL EVENTS, PROGRAMS AND SERVICES	MUNICIPAL OPERATIONS ("NON-ESSENTIAL" & OTHER)	MUNICIPAL ENFORCEMENT OF 3RD PARTIES
1 NOTICE NEEDED	IMMEDIATE - PRIOR TO <u>ANY</u> REOPENING PHASE (these programs/events overlap phases; hiring, procurement & permitting in process; long-term guidance required)	IMMEDIATE FOR PUBLIC-FACING OPERATIONS & VULNERABLE POPULATIONS, OTHERWISE IN ADVANCE OF EACH PHASE	IN ADVANCE OF EACH PHASE
2 GUIDANCE NEEDED	DIRECTIVE & SPECIFIC (NOT ADVISORY) - IF PROGRAMS/ EVENTS ALLOWED SET A HIGH BENCHMARK TO FACILITATE CONSISTENCY	SPECIFIC GUIDANCE ON HOW TO OPERATE SAFELY IN EACH PHASE (ESPECIALLY PUBLIC-FACING)	DIRECTIVE & SPECIFIC (NOT ADVISORY) WITH HIGH BENCHMARK TO FACILITATE CONSISTENCY & ABILITY TO ENFORCE, LOCALS CAN DO MORE
3 RESOURCES NEEDED	CLEAR GUIDANCE FOR PUBLIC & MUNIS ON SAFE OPERATIONS; UNIVERSAL/EQUITABLE ACCESS TO PPE, EQUIPMENT, CLEANING SUPPLIES, EXPERTISE, FUNDING	UNIVERSAL/EQUITABLE ACCESS TO PPE, EQUIPMENT, CLEANING SUPPLIES, EXPERTISE, FUNDING FOR ADDITIONAL COSTS, TESTING FOR MUNI EMPLOYEES, ETC	SPECIFIC REQUIREMENTS , AUTHORITY TO CLOSE FOR VIOLATIONS; OPTION FOR VERIFIABLE & DOCUMENTED SELF-CERTIFICATION


MASSACHUSETTS MUNICIPAL ASSOCIATION REOPENING RECOMMENDATIONS

	A	B	C
	SEASONAL & SPECIAL EVENTS, PROGRAMS AND SERVICES	MUNICIPAL OPERATIONS ("NON-ESSENTIAL" & OTHER)	MUNICIPAL ENFORCEMENT OF 3RD PARTIES
4 EXAMPLES OF MUNICIPAL PRIORITIES AND ACTION AREAS	EXAMPLES: State & Local Beaches (Ocean & Lakes) Summer Camp & Recreation Programs Municipal Swimming Pools Summer/Outdoor Concerts Holiday Events/Celebrations ... Memorial Day Parade ... Memorial Day Ceremony ... 4th of July Parade/Fireworks ... 4th of July Ceremony ... Labor Day Events Youth & Adult Sports/Activities ... Permitting Youth Baseball/Soccer ... Permitting for Adult Softball ... Permitting for Road Races ... Permitting for Scout Camping	EXAMPLES: <u>TIER ONE (Public Facing)</u> Elections Town Meetings Senior Centers Libraries Youth Centers Parks and Playgrounds Summer Camp & Recreation Programs Use of Recreation Fields Municipal Golf Courses <u>TIER TWO (Customer Facing)</u> ... In-Person Payment of Bills ... Inspections ... Licensing ... Senior Services ... Veteran's Services ... Permitting & Planning ... Assessing (in the field) <u>TIER THREE (WFH Options)</u> Back Office Operations ... Accounting ... Assessment ... Finance ... Operations/IT ... Procurement	EXAMPLES: Restaurants (Occupancy & Dining) Bars (Occupancy & Dining) Personal Services ... Hair & Nail Salons and Barber Shops ... Massage and Tattoo Services Private Recreation ... Gyms ... Large Event Venues ... YMCAs, Boys' & Girls' Clubs, Pools ... Private Golf Courses ... Gun Clubs ... Ice Rinks Main Street ... Retail Shops ... Office Buildings Construction ... Commercial ... Homeowner Industrial Operations/Large Workplaces Grocery Stores & Pharmacies Hotels, Motels, Short-Term Rentals Professional Services Farmers Markets Campgrounds

MASSACHUSETTS MUNICIPAL ASSOCIATION REOPENING RECOMMENDATIONS

	A	B	C
5 CROSS-CUTTING MUNICIPAL NEEDS FOR SUCCESSFUL IMPLEMENTATION	SEASONAL & SPECIAL EVENTS, PROGRAMS AND SERVICES	MUNICIPAL OPERATIONS ("NON-ESSENTIAL" & OTHER)	MUNICIPAL ENFORCEMENT OF 3RD PARTIES
	A. UBIQUITOUS TESTING FOR ALL MUNICIPAL EMPLOYEES AND THE PUBLIC		
	B. CONTACT TRACING (STATE SUPPORT TO SUPPLEMENT LOCAL HEALTH DEPARTMENT CAPACITY)		
	C. SHELTER, QUARANTINE AND ISOLATION CAPACITY FOR VULNERABLE POPULATIONS		
	D. ACCESS TO PPE & EQUIPMENT FOR ALL MUNICIPAL EMPLOYEES IN EVERY REGION		
	E. ACCESS TO CLEANING & STERILIZATION SUPPLIES IN EVERY REGION		
	F. ACCESS TO LOCALIZED HEALTH DATA TO IDENTIFY HOTSPOTS & OUTBREAKS, INFORM DECISIONS <small>(recognizing underlying need for clear & transparent public health benchmarks and data-driven phases to ensure public cooperation & support)</small>		
	G. CAPACITY TO PROCESS PERMITS/LICENSES/APPROVALS FOR REOPENING OF PRIVATE ENTITIES <small>(place burden on 3rd parties to certify compliance w/ state directives to avoid bottlenecks & overwhelming demands on local inspections & approvals)</small>		
	H. HIGH BENCHMARK DIRECTIVES SET BY STATE TO REDUCE MAGNITUDE OF VARIANCE <small>(vague advisories and wide guidelines impose heavy policy & enforcement burdens on municipalities, creating border competition and spillover effects)</small>		
	I. HIGH BENCHMARK AND REQUIREMENTS FOR SOCIAL DISTANCING & PPE USE BY INDIVIDUALS <small>(vague advisories and wide guidelines impose heavy policy & enforcement burdens on municipalities, creating border competition and spillover effects)</small>		
	J. COORDINATION WITH STATE AGENCIES AND RESTORATION OF STATE SERVICES AND OPERATIONS <small>(Reopening of courthouses to support local policing, consistent DCR policies and enforcement, distribution of COVID-19 resources)</small>		
	K. GUIDANCE ON EQUITY ISSUES AS EMPLOYERS (LACK OF CHILDCARE, UNDERLYING HEALTH ISSUES)		

MASSACHUSETTS MUNICIPAL ASSOCIATION REOPENING RECOMMENDATIONS

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p style="font-size: small; margin: 0;">Massachusetts Municipal Association</p> </div>	A	B	C
	SEASONAL & SPECIAL EVENTS, PROGRAMS AND SERVICES	MUNICIPAL OPERATIONS ("NON- ESSENTIAL" & OTHER)	MUNICIPAL ENFORCEMENT OF 3RD PARTIES
6 PRIORITIES FOR ECONOMIC RECOVERY	A. RESOURCES & ATTENTION TO MAIN STREET BUSINESSES AND DOWNTOWN RECOVERY		
	B. EQUITY IN REINVESTMENT & RECOVERY, ESPECIALLY TARGETING COMMUNITIES AND REGIONS WITH HIGH UNEMPLOYMENT, LOW-INCOME & MINORITY POPULATIONS		
	C. REIMBURSEMENT OF COVID-19 COSTS; PROTECTION OF STATE AID; REPLACEMENT OF LOST REVENUE		

MMA Final as of May 11, 2020



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

May 7, 2020

Joseph Powers
Interim Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 2645

Via Email Only: jpowers@town.harwich.ma.us

RE: Barnstable County HOME Consortium
Automatic Renewal of Mutual Cooperation Agreement
Department of Housing and Urban Development (HUD)

Dear Mr. Powers:

This letter is to inform you that the Mutual Cooperation Agreement of the Barnstable County HOME Consortium (“Mutual Agreement”) is in the process of being automatically renewed for another three-year term. As Barnstable County is the lead entity of the Consortium, it is our responsibility to notify you of the process.

The HOME Consortium, which consists of all fifteen towns of Barnstable County, was created in 1994. At that time, the County and the individual towns entered into the Mutual Agreement. In 2005, the Mutual Agreement was updated to include an automatic renewal process. Barnstable County, through the Human Services Department, administers the HOME Program at no cost to the member towns.

Since 1994, the HOME Consortium has received over \$15 million in HUD grant funds under the HOME Investment Partnership Program. These funds have been used for the acquisition and rehabilitation of rental housing, first-time homeownership down payment assistance, and homeowner rehabilitation.

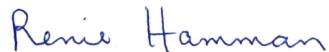
In order to continue to receive HUD HOME allocations for the next three-year term, which is for federal fiscal years 2021, 2022, and 2023 (October 1, 2020 through September 30, 2023), the County is required to notify HUD of our intention to continue as a Consortium under the HOME Program.

Pursuant to Section 10c of the HOME Consortium Mutual Agreement, the County is to notify all member Towns of their right not to participate in the HOME Consortium for the next three-year term. Member Towns have thirty (30) days from the date of this letter to respond in writing to this office via email or U.S. mail if they *do not* wish to participate. **If the Town wishes to continue as a Consortium member, the Town is not required to take any action and is automatically renewed for another three year term.**

Please note that pursuant to HUD regulations for a HOME Consortia and the funding formula, all fifteen member Towns must remain in the Consortium in order for the County to continue to be eligible for annual HOME funding allocation.

If you have any questions regarding the automatic renewal process of the Mutual Agreement or the HOME Program in general, please feel free to contact me and I would be happy to discuss.

Sincerely,



Renie Hamman, HOME Program Manager

Renie.Hamman@barnstablecounty.org

Office: 508-375-6622

Barnstable County, Department of Human Services
P.O. Box 427 - 3195 Main Street
Barnstable, MA 02630

cc: Arthur Bodin, Barnstable County HOME Consortium Advisory Council Member

**FIRST AMENDMENT TO
MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **FIRST AMENDMENT TO MUTUAL COOPERATION AGREEMENT** (“First Amendment”) is made as of this 3rd day of June, 2014, by and among the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter “County”), the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter “Towns”), and the U.S. Department of Housing and Urban Development (hereinafter “HUD”), and amends the Mutual Cooperation Agreement of the Barnstable County Home Consortium under the Cranston-Gonzalez National Affordable Housing Act among the parties dated July 15, 2005 (the “Agreement”).

The purpose of this First Amendment is to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements.

Accordingly, the parties agree as follows:

1. Section 10 c. of the Agreement is hereby deleted and replaced with the following:

c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD’s Consortia Designation Notice(s) or HOME Consortia web page, the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD by the County as specified in the Consortia Designation Notice.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the County, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium’s membership has changed, the state certification required under 24 CFR Section 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

**MUTUAL COOPERATION AGREEMENT
OF THE BARNSTABLE COUNTY
HOME CONSORTIUM
UNDER THE
CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

MUTUAL COOPERATION AGREEMENT made this 15th day of July, 2005, by and between the Board of County Commissioners of Barnstable County, Massachusetts, a political subdivision of the State of Massachusetts (hereinafter "County") and the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet, and Yarmouth (hereinafter "Towns").

WHEREAS, the National Affordable Housing Act of 1990 has authorized the Home Investment Partnerships Act (hereinafter "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to local governments for increasing the supply of affordable housing; and

WHEREAS, HUD has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government, which do not individually have the populations necessary to qualify for HOME Program funding, to enter into mutual cooperation agreements to form a consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Program; and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program; and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the funding benefits of HUD and to create or improve affordable housing for their low and moderate income residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 – DEFINITIONS

- a. "Member" means a unit of local government which is a signatory to this agreement and therefore a member of the consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.
- b. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement, as defined in HUD regulations and requirements as now or hereafter in effect.

c. "CP" means a Consolidated Plan, as defined in 24 CFR, Parts 92 and 91 and required by HUD regulations and requirements as now or hereafter in effect.

d. "CHDO" means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.

e. "CFR" means Codes of Federal Regulations.

f. "Barnstable County Home Rule Charter" means the charter established under Massachusetts General Laws, Chapter 163 of the Acts of 1988.

SECTION 2 – PURPOSES

This agreement is entered into for the purpose of meeting the criteria established in 24 CFR, Part 92 for obtaining general local government status as a consortium of otherwise ineligible towns and county in order to obtain funding for the HOME Program. Moreover, this agreement is entered into in order to benefit the residents of both the towns and county by enhancing the quality of life of those residents benefiting from the HOME Program.

SECTION 3 – MEMBERS/CREATION OF CONSORTIUM

The County and Towns are members of the consortium and by execution of this Agreement hereby form a consortium to be known as the "Barnstable County HOME Consortium" (hereinafter "Consortium").

SECTION 4 – STATUS OF CONSORTIUM

a. The Consortium shall function as a unit of general local government for funding under the HOME Program upon designation by HUD.

b. The Consortium shall seek to obtain HOME funds that become available upon notice by HUD and the state's Department of Housing and Community Development.

c. This agreement is not intended to limit or otherwise restrict the signatories to this agreement from participating in programs and/or from seeking funding from HUD for purposes not involving the Consortium and the HOME Program.

d. The program year for the Consortium and the HOME Partnerships Program, Community Development Block Grant, Emergency Shelter Grant and Housing Opportunities for People with AIDS programs begins July 1st.

SECTION 5 – SET ASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The Consortium is responsible for reserving not less than 15 percent of its HOME Program funds for investment only in housing to be developed, sponsored, or owned by CHDO's.

SECTION 6 – CONSOLIDATED PLAN

Members of the Consortium shall cooperate in the preparation of a Consolidated Plan covering the jurisdictional boundaries of Barnstable County and the member towns as required by federal regulations. The preparation of the CP will take place pursuant to 24 CFR Parts 92 and 91 as required by HUD regulations.

SECTION 7 – MATCH REQUIREMENTS

a. The Consortium is responsible for obtaining the necessary match or matching requirement credits (see below) for all of its projects as required by HUD regulations and requirements as now or hereafter in effect.

b. HUD will determine the match necessary based on the total match required for all projects of the Consortium as a whole. Therefore a single member may contribute to the Consortium a match that is more or less match than is proportionate for a given project or projects. The Representative Member will assign any surplus match credit to other projects within the Consortium.

c. In any case where an appropriation or transfer for the purpose of providing match credits requires action by the legislative body of a member, said action would be a condition precedent to the dedication of funds or property as a match.

SECTION 8 – REPRESENTATIVE MEMBER

a. The County shall be the member unit of government authorized to act in a representative capacity to HUD on behalf of the member units of the Consortium. The County shall only be a representative of the Consortium for the purposes established in this Agreement and shall be the lead entity having overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of both the HOME Program and the CP and with the Barnstable County Home Rule Charter. No party shall have veto power as to implementing the CP and the parties agree to act in cooperation to achieve CP goals.

b. The Representative Member shall establish such administrative procedures as may be necessary to facilitate the application for and distribution of HOME Program funds.

c. The Representative Member shall be responsible for obtaining the funds for the costs of administering the HOME Program.

d. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.

e. The Representative Member shall be entitled to retain interest as provided in HUD regulations and requirements as now or hereafter in effect for administrative expenses incurred solely in its capacity as Representative Member.

SECTION 9 – MEMBER UNITS OF LOCAL GOVERNMENT

- a. Each Member agrees to cooperate in undertaking or assisting in pursuing housing assistance activities for the HOME Program.
- b. The Consortium and each of its members agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- c. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Consortium as defined in HUD regulations and requirements as now or hereafter in effect. This includes, but is not limited to, information necessary for the CP, and certifications.
- d. Each Member will have one representative on the Barnstable County HOME Consortium Advisory Council.

SECTION 10 – TERM OF AGREEMENT AND RENEWAL

- a. This Agreement shall remain in effect during the period necessary to complete all activities funded for Federal Fiscal Years (FFY) 2006, 2007 and 2008 HOME Program formula allocations or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD. The Consortium and each of its members hereby agree to comply with all of HUD's regulations and requirements regarding the HOME Program as now or hereafter in effect, notwithstanding the provisions of the Barnstable County Home Rule Charter
- b. The parties agree to remain in the Consortium and be bound by the provisions in this Agreement for the entire term as described herein.
- c. Automatic Renewal

Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s), the County, as lead entity, will notify the Towns in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD as specified in the Consortia Designation Notice.

The Consortium agrees that it shall, as a condition of automatic renewal, adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and then submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to comply with this stipulation will void the automatic renewal of the Agreement.

SECTION 11 – FAIR HOUSING

Each member of the Consortium agrees to affirmatively further fair housing in accordance with 24 CFR Part 92.

SECTION 12 – AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS

The attached authorizing resolutions are hereby incorporated herein by this reference thereto. The certifications of legal counsel set forth below shall be deemed an integral part of this Agreement.

SECTION 13 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and all applicable HUD regulations. HOME Program regulations and requirements as now or hereafter in effect are incorporated by reference for determining any issues that may arise concerning the Consortium.

SECTION 14 – SEVERABILITY

The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

SECTION 15 – COUNTERPARTS

This Agreement may be executed in counterparts and each executed agreement shall be treated as the original.

SECTION 16 – TERMINATION

This Agreement may be terminated by HUD as established in 24 CFR Part 92.

SECTION 17 – AMENDMENT

No amendment to this agreement, other than those referred to in Section 10(c) above, shall be effective unless executed in writing and approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15th day of July, 2005.

The automatic renewal of this agreement will be void if: the County fails to notify a Consortium member or the HUD Field Office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

2. The remaining terms and conditions of the Agreement shall continue in full force and effect.

By Barnstable County, Representative Member

By: _____

By: _____

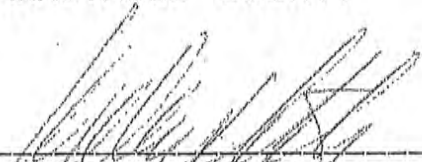
By: _____

As Barnstable County Commissioners

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

BARNSTABLE COUNTY



William Doherty, Chairman

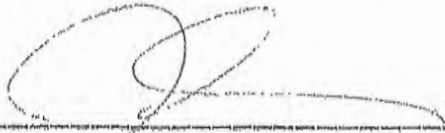
JUN 1 2005

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF BARNSTABLE



Town of Barnstable, by its Town Manager

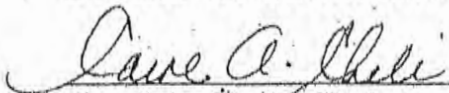
Date

7-18-05

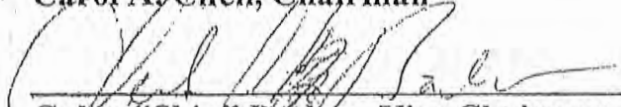
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF BOURNE
BOARD OF SELECTMEN



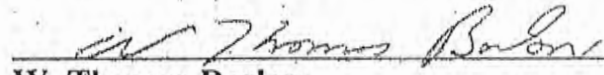
Carol A. Cheli, Chairman



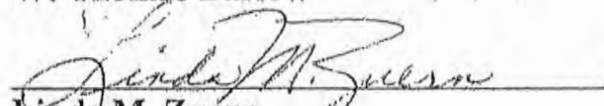
Galon "Skip" Barlow, Vice Chairman



Richard E. LaFarge, Clerk



W. Thomas Barlow




Linda M. Zuern

Date: June 21, 2005

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF BREWSTER



Town of Brewster, by its Town Administrator

6-13-05

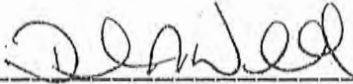
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BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF CHATHAM



6-14-05

Town of Chatham, by its Chair of the
Board of Selectmen

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF DENNIS

Ronald P. Gupto

Town of Dennis, by its Chair of the
Board of Selectmen

May 31, 2005

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF EASTHAM

Eric S. Burt
Town of Eastham, by its Chair of the
Board of Selectmen

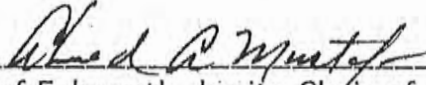
6-6-05

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF FALMOUTH



Town of Falmouth, by its Chair of the
Board of Selectmen

16 May 05

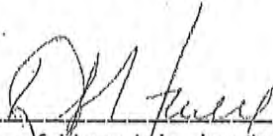
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BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE



TOWN OF HARWICH



5-23-05

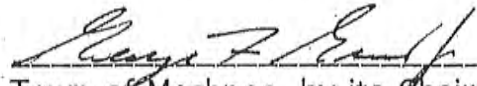
Town of Harwich, by its Chair of the
Board of Selectmen

Date

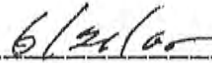
BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF MASHPEE



Town of Mashpee, by its Chair of the
Board of Selectmen



Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF ORLEANS

Margie Fulcher
Town of Orleans, by its Chair of the
Board of Selectmen

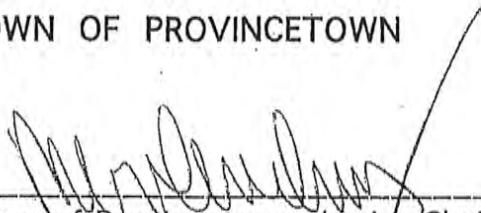
5-18-05

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF PROVINCETOWN



5-9-05

Town of Provincetown, by its Chair of the
Board of Selectmen

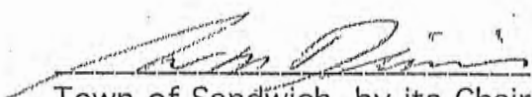
Date

Dr. Cheryl L. Andrews
Chairman, Board of Selectmen

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF SANDWICH


Town of Sandwich, by its Chair of the
Board of Selectmen

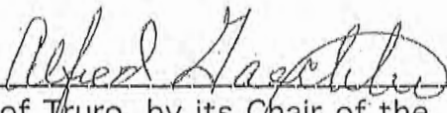
05-19-05

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF TRURO


Town of Truro, by its Chair of the
Board of Selectmen

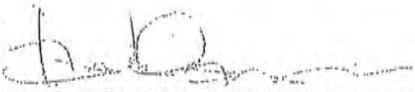
May 18, 2005

Date

**BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT**

SIGNATURE PAGE

TOWN OF WELLFLEET

A handwritten signature in dark ink, appearing to be "D. O.", written over a horizontal line.

Town of Wellfleet, by its Chair of the
Board of Selectmen

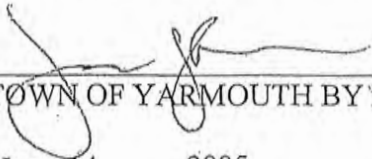
00/11/05

Date

BARNSTABLE COUNTY HOME CONSORTIUM
COOPERATION AGREEMENT

SIGNATURE PAGE

TOWN OF YARMOUTH

A handwritten signature in black ink, appearing to be 'John J. ...', written over a horizontal line.

TOWN OF YARMOUTH BY ITS CHAIR OF THE BOARD OF SELECTMEN

June 14 , 2005
DATE

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Hub Technical Services LLC, with an address of 44 Norfolk Ave. South Easton, MA 02375, hereinafter referred to as "Contractor", effective as of the 12th day of MAY, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Information Technology Services, including the scope of services set forth in Attachment A, Town of Harwich – HubCare Quote # 001303 Version 1.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing May 13, 2020 through June 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$13,411.29. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

4. ITC47 – IT Hardware and Related Services – Massachusetts Operational Services Division Statewide Contract

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

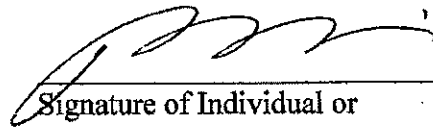
ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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


04-3314098
Social Security Number or
Federal Identification Number


Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR
By

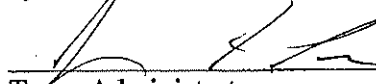

Paul Stiff V.P.
Printed Name and Title

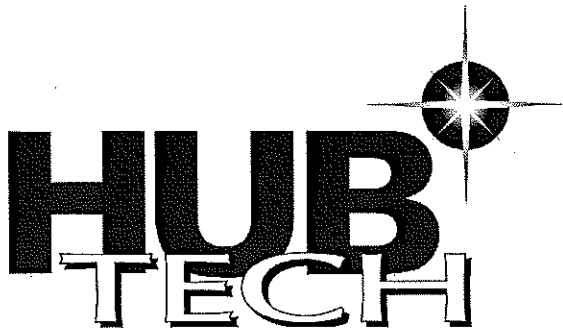
TOWN OF HARWICH
by its Board of Selectmen Over \$25,000

Approved as to Availability of Funds:

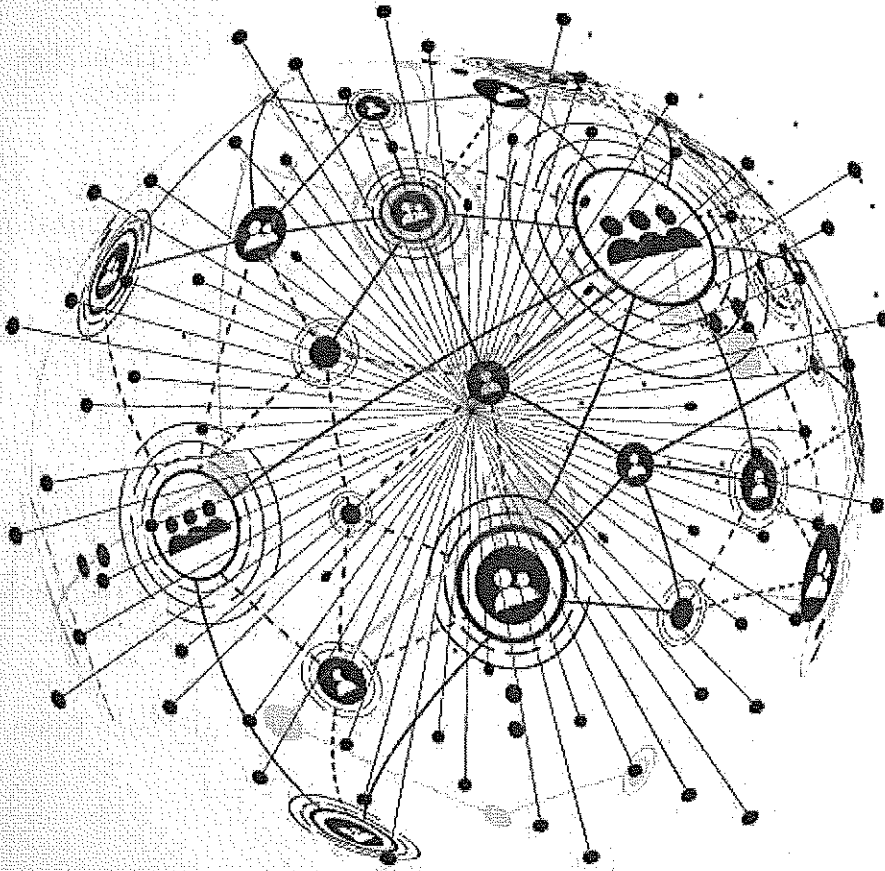
Carl Lopez (\$13,411.29)
Finance Director Contract Sum

^{Interim}
by its Town Administrator Up to \$25,000


Town Administrator
^{Interim}



We have prepared a quote for you



Town of Harwich - HubCare

Quote # 001303
Version 1
Opportunity:

Prepared for:

Town of Harwich

Scott Tyldesley
s.tyldesley@harwichfire.com

Prepared by:

Hub Technical Services LLC

Rob Lewis
rlewis@hubtechnical.com



44 Norfolk Ave.
South Easton, MA 02375
www.hubtech.com
(508) 238-9887

Thursday, May 07, 2020

Town of Harwich
Scott Tyldesley
Town Hall
Harwich, MA 02645
s.tyldesley@harwichfire.com

Dear Scott ,

Thank you for considering the HUBCare portfolio of services which delivers an array of critical functions that range from the mundane, yet necessary, daily tasks that often get pushed to obscurity to mission critical functions like IT security-centric operations.

Above all, HUB Tech wants to ensure you are delighted with your experience with HUBCare and your expectations are met throughout our partnership. For over twenty-six years we have evolved our organization to meet that goal with every client. We recognize that our success is a derivative of yours and as such we enter and maintain every relationship with the same simple three tenants driving our mission...

- Understanding our clients business and how applied technology supports and drives their business.
- Commitment to continuously deliver cost-effective solutions where the value exceeds client expectations.
- Trust is earned through accountability, consistent execution, and communication.

As will become evident, it is our goal to be viewed as your long term strategic business partner by delivering exemplary support to your organization as you define it.

Should you ever have a concern or recommendation on how we can better serve you, please don't hesitate to reach out to myself directly or your account manager. We have a very talented team with an array of skills here to serve you!

We sincerely appreciate the trust you are considering placing in us. On behalf of the entire HUB Tech Team, thank you for considering our proposal.

Sincerely,

Rob Lewis
Sales Account Manager
Hub Technical Services LLC



HUBcare - Server Care/Support

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Managed Server (Business Hours Remote Support)	\$55.00	\$0.00	16	\$880.00	\$0.00
Managed Server - 24/7 Monitoring & Maintenance Only, Business Hours Support					
Managed Server (Business Hours Remote Support)	\$55.00	\$0.00	2	\$110.00	\$0.00
Managed VMware Host - 24/7 Monitoring & Maintenance Only, Business Hours Support					

Server Care

- 24x7x365 Remote Monitoring & Maintenance
- Critical Alerting & Notifications
- Proactive Patch Management & Patch Whitelisting Service provides testing and issue remediation before patches are deployed
- Antivirus Compliance Management with Webroot SecureAnywhere Server Antivirus
- Proactive Maintenance
- Service Pack Installation during off hours
- Driver updates for servers
- Firmware updates (requires Lights Out Management)
- Server Cluster Health Checks and remediation/recommendation for improvement
- Automatic remote restart of servers, services, and applications.
- Emergency low disk space alerting and clean-up
- Exchange, VMware, and Hyper-V Health Checks
- Supports Physical Servers, Virtual Machines, & VMware Hosts

Server Support

- Includes all features of Server Care + 24x7 Proactive Remote Support
- Warranty Case Management with remote diagnosis and parts ordering.
- Ticket-based workflow with Escalation to HUBcare Tier 4 Support Specialists.
- Troubleshooting & Best-Effort Remediation • Server performance issues, including high CPU, low memory, memory leaks and slow response
- Group Policy failures, such as settings not getting applied to user or machines
- Windows server errors (including blue screens, memory dumps, & errors related to third-party apps on a best-effort basis)
- Email delivery issues
- VMware vSphere or vCenter - Reconfigure VMs & host data stores. Troubleshooting of performance issues on VMs and host machines
- Hyper-V Health Checks including network setup, memory cache, RAID configuration. Configure VMs.
- Remote Desktop troubleshooting
- Citrix XenApp & XenDesktop

Monthly Subtotal: \$990.00

Subtotal: \$0.00



HUBcare - Network Care/Support

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Managed Network Device - Monitoring & Business Hours Support	\$24.00	\$0.00	22	\$528.00	\$0.00
Managed Network Device - Monitoring & Business Hours Support					
Managed Network (non-core) - Business Hours Support	\$3.00	\$0.00	10	\$30.00	\$0.00
Managed Network (non-core) - Business Hours Support					

Network Care

- Critical Alerts & Notifications - Stay on top of important events on your network.
- Configuration Management - Automated Configuration backups of switches, firewalls, & wireless controllers. Know exactly how your devices are configured and when they change. Never miss a backup.
- On-demand Network Mapping - In minutes, see a complete map of your physical and logical topologies in editable or PDF format.
- On-demand Inventory & Configuration Documentation - Instantly know how everything on your network is connected.
- IP Address Management - Get an automatic list of all the IP addresses you're currently using and which devices are using them

Network Support

- Includes all features of Network Care + 24x7 Proactive Remote Support
- Warranty Case Management with remote diagnosis and parts ordering.
- Troubleshooting & Root Cause Analysis with Live & Historic Data - Realtime visibility into network traffic and performance or dive into detailed logs to understand and improve the stability of your network with usage and health stats.

Monthly Subtotal: \$558.00
 Subtotal: \$0.00

HUBcare - IT Admin Pack

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
IT Admin Pack	\$40.00	\$0.00	1	\$40.00	\$0.00
IT Admin Pack					

IT Admin Pack

- IT Documentation Management - Secure, Auditable, SOC2 Compliant
- Remote Access to monitored servers and desktops to provide fast, ondemand support for clients with LogMeIn Pro.
- Hardware & software audits
- Monthly Executive Health & Performance Reports

Monthly Subtotal: \$40.00
 Subtotal: \$0.00



44 Norfolk Ave.
 South Easton, MA 02375
 www.hubtech.com
 (508) 238-9887

HUBcare - Smart Block/Service Hours

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Service - Block Hours	\$155.00	\$0.00	15	\$2,325.00	\$0.00
Block Hours					

Smart Blocks

- Escalation Management Level 2 - Coordination with client third party and proprietary applications. Also Includes critical issues unable to be resolved by Help Desk and Tier 4 Support Teams. Delivered By Senior Systems Engineering Team and Solution Specialists.
- Direct service requests, bypassing help desk and accessing our premiere support teams for high priority and critical issues.
- On-site support.
- Scheduled On-site Presence available 1-25 days monthly. Unlimited support available by onsite person during scheduled periods.
- Presales, Project planning & Virtual CIO through senior level project engineers / oversight of your IT infrastructure now and for the future.
- Smart blocks can be applied to some project labor.
- MAC - moves, adds, changes. In support packages, MAC is billable. With a management plan, we won't tell you that MACs aren't covered.
- Written DR planning
- Warranty hardware installation.

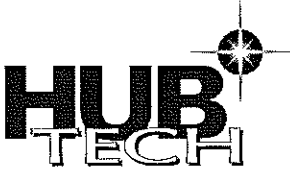
Monthly Subtotal: \$2,325.00
 Subtotal: \$0.00

Services

Product Details	Qty
HUBcare - Managed Services Onboarding	1
HUBcare - Managed Services Onboarding	



Subtotal: \$6,200.00



44 Norfolk Ave.
 South Easton, MA 02375
 www.hubtech.com
 (508) 238-9887

Town of Harwich - HubCare

Quote Information:

Quote #: 001303

Version: 1

Delivery Date: 05/07/2020

Expiration Date: 06/04/2020

Prepared for:

Town of Harwich

Town Hall

Harwich, MA 02645

Scott Tyldesley

15088783755

s.tyldesley@harwichfire.com

Prepared by:

Hub Technical Services LLC

Rob Lewis

(508) 238-9887 x 4208

rlewis@hubtechnical.com

Quote Summary

Description	Amount
HUBcare - Server Care/Support	\$0.00
HUBcare - Network Care/Support	\$0.00
HUBcare - IT Admin Pack	\$0.00
HUBcare - Smart Block/Service Hours	\$0.00
Services	\$6,200.00
Total:	\$6,200.00

Monthly Expenses Summary

Description	Amount
HUBcare - Server Care/Support	\$990.00
HUBcare - Network Care/Support	\$558.00
HUBcare - IT Admin Pack	\$40.00
HUBcare - Smart Block/Service Hours	\$2,325.00
Monthly Total:	\$3,913.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Hub Technical Services LLC

Town of Harwich

Signature: _____

Name: Robert Lewis

Title: Sales Account Manager

Date: 05/07/2020

Signature: 

Name: Scott Tyldesley

Date: 5-12-20



44 Norfolk Ave.
South Easton, MA 02375
www.hubtech.com
(508) 238-9887

Terms & Conditions

Statement of Confidentiality

The contents of this document have been developed by HUB Technical Services, LLC. HUB Technical Services, LLC considers the contents of this document to be proprietary and business confidential information where applicable by law. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from HUB Technical Services, LLC. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of the client and HUB Technical Services, LLC.

Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

TOWN OF HARWICH

Building Department

732 Main Street
Harwich, MA. 02645



Telephone: (508) 430-7506 FAX: (508) 432-4703

Memo

To: Joe Powers

From: Ray Chesley

Date: May 15, 2020

Re: Common Victuallers License Application – Dockside Seafood Shack, 715A Route 28

Joe

Massachusetts State Building Code Section 110 requires annual inspections of establishments that serve liquor by the building department. Our records indicate the required inspection for the Dockside Seafood Shack has not been performed this year. An Application for Certificate of Inspection was sent out to Dockside Seafood Shack LLC March 4, 2020.

The Common Victuallers License Application from the town requires the Building Commissioner to confirm the premises to be licensed was inspected for compliance with zoning regulations and building codes. I did not think it appropriate to sign the application when the premises is not in compliance with the building code. Also, please be reminded the Saquatucket Harbor project has not been signed off by the Planning Board and is operating under a Temporary Certificate of Occupancy.

The building department continues to be under-staffed but stands ready to perform the required inspections once the request application is received. There is also a \$50.00 Fee required.