

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:00 P.M.

Monday, May 15, 2023

Remote Participation Optional:

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

<https://meet.goto.com/446895813>

You can also dial in using your phone.

Access Code: 446-895-813

United States: [+1 \(408\) 650-3123](tel:+14086503123)

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Committee Vacancies

B. Memorial Day Ceremony – Monday, May 29, 2023 at 9:30 am Brooks Park

C. Annual Town Election May 16, 2023 at Harwich Community Center, 7:00 a.m. to 8:00 p.m

IV. PRESENTATIONS

A. Introduction to new Finance Director/Town Accountant Kathleen Barrette

B. Proclamation for Larry Ballantine

V. CONSENT AGENDA

A. Vote to waive the Right of First Refusal for the sale of 15 Gomes Way

VI. NEW BUSINESS

A. Discussion on support of a proposed recreational program

B. Discussion on proposed deed rider amendment for properties at One and Three North Westgate Road and 1028 Factory Road, Harwich

C. Discussion on proposed fee schedule increases including:

1. Harwich Community Center

D. Vote to approve the Committee Appointments recommended by the Interview Committee:

1. Robert Spencer – Harwich Affordable Housing Trust – Full member – Term to expire June 30, 2023.

2. Robert Spencer – Harwich Affordable Housing Trust – Full member – Term to begin July 1, 2023 and expire June 30, 2025.

3. Claudia Williams – Harwich Affordable Housing Trust – Full member – Term to begin July 1, 2023 and expire June 30, 2025.

VII. CONTRACTS

A. Approve a License Agreement with The Family Pantry of Cape Cod Corp. for use of land at 133 Queen Anne Road

B. Approve change order #2 submitted by Campbell Construction Group, LLC for the Brooks Academy Museum foundation repair in the amount of \$88,690

- C. Approve a license agreement renewal with the Friends of the South Harwich Meetinghouse, Inc for use of property located at 270 Chatham Road
- D. Approve a contract with Tighe & Bond, LLC in the amount of \$199,000 to update the Local Comprehensive Plan

VIII. **TOWN ADMINISTRATOR'S REPORT**

IX. **SELECTMEN'S REPORT**

X. **CORRESPONDENCE**

XI. **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:

Patience Smith-Cabrera, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
May 11, 2023

PUBLIC
COMMENTS /
ANNOUNCEMENTS

**Town of Harwich
Board of Selectmen Committee Vacancies
May 12, 2023**

Agricultural Commission (3 Full / 1 Alternate)	4
Affordable Housing Trust	2
Capital Outlay Committee (Board of Selectmen/Town Administrator Appointee)	2
Community Center Facilities Committee	1
Conservation Commission (1 Alternate/1 Full as of 6/30/23)	1
Council on Aging	2
Community Preservation Committee	2
Harwich Accessibility Rights Committee (2 Alternate)	2
Harwich Cultural Council	1
Harwich Energy and Climate Action Committee (2 Alternate)	2
Harwich Housing Committee	1
Historic District/Historical Commission (2 Full Member - 1 Associate Members)	3
Planning Committee - (1 Alternate)	1
Real Estate and Open Space Committee	1
Voter Information Committee	3
Youth Services (1 Full/1 Alternate)	2
Zoning Board of Appeals (2 Alternate)	2

Citizen's Committee Vacancy Forms are available on our website



Memorial Day Ceremony

Monday May 29, 2023 - 9:30 AM

Brooks Park, Harwich Center

Music by Harwich Town Band Conductor Tom Jahnke

Opening Remarks USAF Veteran - Charles Carroll

Pledge of Allegiance Harwich Scouts

National Anthem Acapella Group

Invocation WWII Veteran – Joseph McAleer

Navy Hymn Harwich Town Band

Greetings Selectman

Guest Speaker Gulf War Veteran - Christopher Arrigo

Acapella Group Monomoy Regional HS

Benediction WWII Veteran – Joseph McAleer

Taps Morgan Crowe

Closing Remarks USAF Veteran -Charles Carroll

Town Band Closing





Town of Harwich

TOWN CLERK'S OFFICE

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

Town of Harwich Annual Town Election May 16, 2023

Voters have three options to vote in the 2023 Annual Town Election:

In Person on Election Day

Location: Harwich Community Center (100 Oak Street, Harwich, MA 02645)
Polling Hours: 7 AM to 8 PM

By Mail

All voters are eligible to Vote by Mail. You must complete a Vote by Mail application (available on the Town Clerk's webpage or in hard copy at the Town Clerk's Office). Applications must be *received* in the Town Clerk's Office by Tuesday, May 9, 2023 at 5 PM.

Voters may return mail-in ballots by mail or in person at the Town Clerk's Office or in the Town Hall dropbox. They *cannot* be returned to the Community Center on Election Day. Completed ballots must be *received* in the Clerk's Office by close of polls (8 PM) on Election Day.

By Absentee Ballot

Voters may vote by absentee ballot if they meet the following qualifying criteria:

1. Absent from the Town on Election Day,
2. Have a religious belief that prevents you from voting at the polling location on Election Day, or
3. Have a disability that prevents you from voting at your polling location

Qualified voters may vote absentee by mail or in person at the Town Clerk's Office. For those voting absentee by mail, a completed application must be *received* in the Town Clerk's Office by Tuesday, May 9, 2023 at 5 PM. Completed ballots must be returned to the Town Clerk's Office by close of polls on Election Day.

Those voting absentee in person may vote at the Town Clerk's Office during regular business hours (Monday-Friday, 8:30 AM to 4 PM) until Monday, May 15, 2023 at 12 PM.

A sample ballot is included and is available on the Town Clerk's webpage.



**EARLY / ABSENTEE
OFFICIAL BALLOT
ANNUAL TOWN ELECTION
HARWICH, MASSACHUSETTS
MAY 16, 2023**

Emily Mitchell
TOWN CLERK

INSTRUCTIONS TO VOTERS

- A. TO VOTE, completely fill in the OVAL to the RIGHT of your choice(s) like this:
- B. Follow directions as to the number of candidates to be marked for each office.
- C. To vote for a person whose name is not printed on the ballot, write the candidate's name and address on the line provided and completely fill in the OVAL.

SELECTMEN	MONOMOY REGIONAL SCHOOL COMMITTEE	WATER/WASTE WATER COMMISSIONER
Vote for not For Three Years more than TWO	Vote for not For Three Years more than TWO	Vote for not For Three Years more than TWO
DONALD F. HOWELL 14 Haskell Lane Candidate for Re-election <input type="radio"/>	MEREDITH HENDERSON 8 Monument Way Candidate for Re-election <input type="radio"/>	JOHN B. GOUGH 1646 Orleans Road Candidate for Re-election <input type="radio"/>
JEFFREY F. HANDLER 13 Moss Hill Circle <input type="radio"/>	RYAN D. CLARKE 5 Alder Lane <input type="radio"/>	ALLIN P. THOMPSON, JR. 62 Hoyt Road Candidate for Re-election <input type="radio"/>
PETER J. PIEKARSKI 2 Quail Nest Run <input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
(Write-in) <input type="radio"/>	(Write-in) <input type="radio"/>	(Write-in) <input type="radio"/>
(Write-in) <input type="radio"/>	(Write-in) <input type="radio"/>	(Write-in) <input type="radio"/>
BROOKS FREE LIBRARY TRUSTEES		
Vote for not For Three Years more than TWO		
JOANNE BROWN 27 Vacation Lane Candidate for Re-election <input type="radio"/>		
LINDA A. CEBULA 460 Route 28 Candidate for Re-election <input type="radio"/>		
<input type="radio"/>		
(Write-in) <input type="radio"/>		
(Write-in) <input type="radio"/>		

BALLOT QUESTIONS

QUESTION 1

Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for the design, permitting, and construction of a dry sewer pipe along Route 28 including any and all other costs incidental and related thereto? **YES** **NO**

QUESTION 2

Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to implement Phase 3 and portions of Phase 8 of the Town of Harwich Comprehensive Wastewater Management Plan (CWMP), approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, permitting, and construction of sewers in the Pleasant Bay Watershed, including any and all other costs incidental and related thereto? **YES** **NO**

TURN BALLOT OVER AND CONTINUE VOTING

BALLOT QUESTIONS CONTINUED

QUESTION 3

Shall the Town of Harwich approve the charter amendment proposed by Town Meeting summarized below?

SUMMARY of BALLOT QUESTION 3

Massachusetts General Laws, Chapter 43B, Section 10, allows Town Meeting to vote to amend the Town's Charter. On May 2, 2022, Harwich's Annual Town Meeting voted to amend the Town's Charter through Article 40 of the warrant. That Charter Amendment is conditioned upon the voters approving the same at this 2023 Annual Town Election.

The proposal will amend the Charter by deleting all references to the words "Board of Selectmen" and "Chairman," in all instances in which they appear, and replacing those words with the gender-neutral alternatives of "Select Board," and "Chair," respectively. The proposal will insert a new Section 3-1-3 of the Charter to clarify that the "Select Board" maintains all duties, responsibilities, and authority of a "Board of Selectmen" under the general and special laws. Finally, the proposal will delete the definition of "He/His" in Section 10.3.1 of the Charter. These amendments serve to make the Charter's language more gender-neutral, but do not substantively alter any of its terms.

A "YES" vote on this Ballot Question would be in favor of approving this amendment to the Charter.

YES

A "NO" vote on this Ballot Question would be opposed to approving this amendment to the Charter.

NO

YOU HAVE NOW COMPLETED VOTING THIS BALLOT

PUBLIC
PRESENTATIONS



**RESOLUTION HONORING THE YEARS OF SERVICE OF
SELECTMEN LARRY BALLANTINE
TO THE TOWN OF HARWICH**

WHEREAS It is appropriate for good citizens to honor their loyal and faithful public servants, and;

WHEREAS Larry Ballantine was elected to the Board of Selectmen in 2009, 2012, 2017 and 2020 and served as Chair of the Board and a member of the Board of Selectmen Interview Committee, and;

WHEREAS Mr. Ballantine served the town diligently as a member of the Conservation Commission from 2004 to 2009 as well as an alternate member of the Pleasant Bay Resource Management Alliance Steering Committee from 2004 to 2009 and;

WHEREAS Larry was supported by his family, most especially his wife, Judy, throughout his years of service;

THEREFORE We extend our profound thanks and express our deepest appreciation to Mr. Ballantine and his family for his dedicated service to the Town of Harwich.

Michael MacAskill, Chairman

Mary Anderson, Vice-Chair

Donald Howell, Clerk

Julie Kavanagh, Member

CONSENT AGENDA

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 11-19-2009 @ 03:30pm
Ct1#: 1411 Doc#: 65711
Fee: \$371.07 Cons: \$108,500.00

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

N O T QUITCLAIM DEED N O T
A N A N

O F F I C I A L O F F I C I A L
HABITAT FOR HUMANITY OF CAPE COD, INC. a Massachusetts non-profit
corporation, having its office at 657 Route 28, West Yarmouth, MA, 02673, for
consideration of ONE HUNDRED AND EIGHT THOUSAND FIVE HUNDRED
DOLLARS AND 00/100 (\$108,500.00) paid, grants to MARGARET RICHARDSON of
15 Gomes Way, Harwich, MA,

with QUITCLAIM COVENANTS

the land, with improvements thereon, in Harwich, Barnstable County, Massachusetts,
commonly known and numbered 15 Gomes Way, shown as Lot 7 on a plan entitled
"Habitat for Humanity of Cape Cod, Inc. Gomes Way Definitive Subdivision Plan of
Land in Harwich, Massachusetts", dated April 6, 2009" made by J.M. O'Reilly &
Associates, Inc. and recorded with the Barnstable Registry of Deeds in Plan Book 630,
Page 82

Together with an easement to use "Gomes Way" as shown on said plan for all purposes
for which streets and ways may be used in the Town of Harwich.

Together with the benefit of a Shared Septic System Easement by Donna L. Baldwin,
Trustee of the Gomes Way Homeowners Association Trust, u/d/t dated August 20, 2009,
and recorded with the Barnstable Registry of Deeds in Book 23994, Page 252 to Habitat
for Humanity of Cape Cod, Inc. dated November 3, 2009 and recorded at said Deeds in
Book 24156 Page 39.

Said premises are subject to all easements, restrictions, reservations, conditions and
covenants of record, including but not limited to:

1. Such state of facts as is disclosed by a plan entitled "Habitat for Humanity
of Cape Cod, Inc. Gomes Way Definitive Subdivision Plan of Land in
Harwich, Massachusetts", dated April 6, 2009" made by J.M. O'Reilly &
Associates, Inc. and recorded with the Barnstable Registry of Deeds in
Plan Book 630 Page 82 ("Subdivision Plan").

PROPERTY ADDRESS: 15 GOMES WAY, HARWICH, MA

2. The ~~perpetual~~ Affordable Housing Restriction Recorded herewith, restricting the sale of the premises and limiting the grantee's right to mortgage, refinance, or otherwise encumber the premises.
C O P Y C O P Y
3. The Comprehensive Permit granted by the Harwich Zoning Board of Appeals pursuant to M.G.L. ch 40B, dated May 28, 2008 and recorded with said Deeds in Book 23074 Page 56, as modified by said Board by letter dated June 29, 2009 recorded with said Deeds in Book 23943 Page 192. C O P Y C O P Y
4. A Declaration of Trust Establishing the Gomes Way Homeowners Association Trust, dated August 20, 2009 and recorded at said Deeds in Book 23994 Page 252.
5. A "Declaration of Restrictive Covenants Gomes Way of Harwich" declared by Habitat for Humanity of Cape Cod, Inc., dated August 20, 2009 and recorded at said Deeds in Book 23994 Page 265.
6. A "Grant of Title 5 Nitrogen Loading Restriction and Easement Land ("Grantor owns and restricts both the facility land and credit land) 310 CMR 15.216", dated November 3, 2009 and recorded with said Deeds in Book 24156 Page 1, and as indicated by the numbered lots as shown on said subdivision plan.
7. A "Grant of Title 5 Covenant and Easement (property served by Shared System) 310 CMR 15.290(2)(e)", dated November 3, 2009 recorded with said Deeds in Book 24156 Page 27.
8. Deed of Habitat for Humanity of Cape Cod, Inc. to Donna L. Baldwin, Trustee of said Gomes Way Homeowners Association Trust dated November 3, 2009 and recorded with said Deeds in Book 24156 Page 25.
9. A Shared Septic System Easement by Habitat for Humanity of Cape Cod, Inc. to Donna L. Baldwin, Trustee of said Gomes Way Homeowners Association Trust, dated November 3, 2009 and recorded with said Deeds in Book 24156 Page 35.

For Grantor's Title, see Deed of the Town of Harwich to Habitat for Humanity of Cape Cod, Inc, dated February 23, 2009, recorded with Barnstable Registry of Deeds in Book 23473 Page 266 as confirmed by Deed of the Town of Harwich to Habitat for Humanity of Cape Cod, Inc, dated September 28, 2009 and recorded with said Deeds in Book 24063 Page 168.

EXECUTED as a sealed instrument this 19th day of NOVember 2009.

AN AN
OFFICIAL OFFICIAL
COPY COPY

HABITAT FOR HUMANITY OF CAPE COD, INC.

NOT NOT
AN AN
OFFICIAL OFFICIAL
COPY COPY

Donna L. Baldwin
By: Donna L. Baldwin, President

Victoria Goldsmith
Victoria Goldsmith, Executive Director

COMMONWEALTH OF MASSACHUSETTS

Barnstable

On this 19th day of November, 2009, before me, the undersigned notary public, personally appeared Donna L. Baldwin, President of Habitat for Humanity of Cape Cod, Inc., and Victoria Goldsmith, Executive Director of Habitat for Humanity of Cape Cod, Inc. and proved to me through satisfactory evidence of identification which is personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that it is the free act and deed of said corporation, for its stated purpose.



Kate Mitchell
Notary Public: Kate Mitchell
My commission expires: 2/13/15

Margaret Richardson
15 Gomes Way
Harwich, MA 02645
508-371-6937 • starfishcottage1218@gmail.com

May 3, 2023

Habitat for Humanity of Cape Cod, Inc.
Attn: Wendy Cullinan
411 Main Street, Suite 6
Yarmouth Port, MA 02675

Town of Harwich
Attn: Joseph Powers, Town Administrator
and Brianna Powell, Housing Coordinator
732 Main Street
Harwich, MA 02645

Barnstable County Department of Human Services
Attn: Renie Hamman, HOME Program Manager
P.O. Box 427
Barnstable, MA 02630

RE: RESALE of 15 Gomes Way

Dear Ms. Cullinan, Mr. Powers, and Ms. Hamman:

As per my home's Affordable Housing Deed Restriction, I am providing notice that I intend to list my home at 15 Gomes Way, Harwich for sale. I am now requesting your decision and written response regarding your entity's right of first refusal on my home.

In this letter, I am also authorizing you to speak with Gael Kelleher at Housing Assistance Corporation's Community Real Estate who I plan to ask to assist me with the listing and sale of this property.

Please let me know if you have any questions or need further information. Thank you!

Best Regards,



Margaret Richardson

Motion: I move that the Board of Selectmen vote to waive its right to purchase the property owned by Margaret Richardson, located at 15 Gomes Way, Harwich, said right created under an Affordable Housing Restriction recorded with the Barnstable County Registry of Deeds in Book 24179, Page 97. I further move that the Board vote to waive its right to locate an eligible purchaser under said Affordable Housing Restriction.

NEW BUSINESS

Harwich Assessor's Maps 50, 60, 61





Project Adventure
978.524.4500
www.pa.org

Poles, Pole Setting and Ground Anchors

Poles required for this Scope of Work

- 4 Class II CCA Treated Utility 50-foot Poles
- 1 Class III CCA Treated Utility 35-foot Poles

Coordination between the pole setter and Project Adventure; regardless if contracted by PA or the client. Pole setting and ground anchor installation * must be supervised by Project Adventure, Inc. installer(s). Additional charges may apply should delays be incurred due to client supplied materials or labor.

Aerial Lift Expense

- * Rough Terrain Boom Lift - Rental of a rough terrain boom lift.

Planning, Design and Administrative Services Expenses *

* Circumstances such as requested design changes, requested drawings or schematics, engineering, required permits or unforeseen circumstances during installation may require additional Planning and Design efforts and additional costs. This amount may be adjusted on the final invoice. You will be required to approve any changes that will require additional costs.

Travel Expenses

Every effort will be made to keep expenses within this budget; however, circumstances may require additional travel expenses including, but not * limited to delay on the part of the client to confirm dates in a timely manner. Travel expenses may be adjusted on the final invoice.

***Total Cost \$60,803.17**

***Total cost includes all labor, materials and job related expenses**

Table 4
Comparison of pre-program and post-program MSCS outcomes for experimental group (n=22)

Pre-Program delivery of MSCS				Post-program delivery of MSCS			
		Raw Scores*	Standard Scores		Raw Scores*	Standard Scores	Deviation (Standard Score)
Social		72.52	95		84.53	111	16
Competence		69.31	90		82.95	111	21
Affect		69.34	93		79.84	106	13
Academic		70.90	96		77.25	105	9
Family		86.16	99		98.73	116	7
Physical		70.13	95		77.62	105	10
Total		438.83	94		501.12	110	16

*Raw scores rounded to the nearest whole number for Standard Score calculations

Comparison of pre-program and post-program MSCS outcomes for experimental group (n=22)

As can be seen in Table 4 above there was a statistically significant increase in overall Self Concept. The most significant increases being in the Social, Competence and Affect Sub-scales.

Qualitative findings

All participants reported positive results in relationship to building trust, group cohesion, and emotional regulation. One week after the end of the program semi-structured interviews were conducted with all participants who completed the ABLÉ program. 100% of the participants indicated that the experience was "highly successful." 86% of the students reported that their self-confidence had improved, 78% felt that they had increased their ability to persevere through frustration, and 64% believed that they had become more aware of the needs of others. 89% thought that these changes would last for their lifetimes. Furthermore, 88 % reported that they have an increased ability to regulate their emotions, 75% indicate that they have experienced positive gains in their family since participating in the program. Finally, 100% of the participants report that they have developed a deeper level of trust for the other group members.

Furthermore, positive change was reported by the Secondary School Staff and by Parents as related to school and home behavior and engagement. As the qualitative evidence confirms the participants have developed a strong trust for one another and this trust has developed into a tight knit group who are committed to staying together as friends. This is strongly evidenced by a visit to the school one month after the end of the ABLÉ program. The group has started their own 'Outers Club', whereby, they are organizing their own out of school adventurous activities.

future positive interactions in their families and school.

Hattie et al's (1997) meta-analysis of Outdoor Educational Research led to their statement, "It seems adventure programs have a major impact on the lives of participants, and this impact is lasting". Furthermore, according to Fox & Auramidis (2003) within outdoor education "Learning objectives are achieved alongside enjoyable and challenging activities which cannot be performed in conventional classroom settings". Moreover, Hattie et al. (1997) concluded that in their meta analysis it certainly appears that adventure programs affect the social skills of participants in desirable ways.

This U.K. study confirms the findings of previous American and Australian research into the learning processes inherent in outdoor educational programs constructed specifically for the development of pro-social skills and the development of social competence. Therefore, as posited by Elias et al.(1997) schools will be most successful when they promote children's academic, social and emotional learning in an integrated and systematic effort. Thus, as evidenced in this study and others, an integrated outdoor educational program can fill a critical role in improving children's academic performance, family relations, and social well-being.

Researchers have concluded that pro-social behavior is linked with positive intellectual outcomes (Diperna & Elliot,1999; Pasi, 2001 and Ben-Avie & Esign, 2003). Conversely, antisocial behavior co-occurs with poor academic performance (Cobb, 1972; Wentzel, 1993 and Malecki & Elliot, 2002). This study has shown that a structured approach to building trust, effective communication, problem-solving skills, emotional regulation and social competence can have a powerful impact on participants. Along with the observed empowerment of participants, experiential outdoor education can promote accountability, which is a key component for maintaining lasting positive change in adolescents (Perkins & Zimmermann, 1995).

Conclusion

In conclusion, this study provides empirical support for the construction of trust, group cohesion and social competence through the implementation and delivery of outdoor education based adventure programming. As evidenced in the study social competence as defined by Rathjen & Foreyt (1980) can be enhanced through challenge. Furthermore, challenges delivered in a controlled, systematic social constructivist approach can help children engage more fully in school and family. Thus, children given the opportunities to partake in an outdoor education program designed specifically to build trust, group cohesion and social competence within a learning environment that is both challenging and supportive can be recognized as a powerful tool to meet the Every Child Matters (2003) mandate.

Adventure Based Learning Experience (ABLE)

Robert M. White, Ph.D. Candidate
University of Durham
School of Education

Abstract

For the purpose of this research project an outdoor education program was developed for students (aged between 10-14) displaying signs of emotional difficulties in engaging with school and family life. The project investigated the effective use of an Integrated Adventure Based Educational program delivered in a complimentary milieu of classroom, outdoor and 'wilderness' venues. Participants of the Adventure Based Learning Experience (ABLE) program reported positive change. In interview, 86% of the students reported that their self-confidence had improved, 95% reported feeling more comfortable at school, and 64% believed that they had become more aware of the needs of others. Furthermore, 88% say that they have an increased ability to regulate their emotions, and 75% say they have experienced more positive interactions with their family since participating in the program. Outdoor education proponents have argued that a systematic approach to experiential learning through challenge can develop participants trust, social competence and group cohesion. This study demonstrates significant gains in social competence for 22 Year 8 students participating in the ABLE program as compared to the control groups.

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For the purpose of this research project an outdoor education program was developed for students (aged between 10-14) experiencing marginalization and displaying signs of emotional difficulties in engaging fully with school and family life. Therefore, the project encompasses an evaluative assessment of the effective use of an Integrated Outdoor/Adventure Based Educational program delivered in a complimentary milieu of classroom, outdoor and 'wilderness' venues. The primary consideration is the enhancement of trust and social competence and the transference of that development from an outdoor based educational setting to the social interactions and academic engagement within the secondary school environment. There is considerable research that supports the knowledge that increased trust and social competence boosts social emotional learning and increases school engagement and academic achievement. However, little empirical evidence generated in England concerning the role that an integrated outdoor/adventure based educational program has on marginalized pupils, is available. Therefore, this project collected and analyzed both quantitative and qualitative corpuses of data to produce the evidence necessary to ascertain the value of outdoor/adventure based educational programming in relationship to personal development and school based achievement.

JAASEP – Winter 2007
Family / Group Cohesion

Parents have been overwhelmingly positive about the change brought about in their children in such a short space of time. One mother reports, that her son has become so helpful around the house and in the family that she "...just can not believe the change in him." During Interviews and completion of questionnaires, 100% of the parents reported positive behavioral and motivational change in their children, 92% state that their child has become more cooperative in family responsibilities and 100% confirm that they feel that the ABLE program is responsible for their child's new sense of confidence.

Educational (re)Engagement

In addition, reports from teachers have been positive and evidence encouraging results from the ABLE program. A senior teacher stated, "I have been teaching for nearly 30 years and I have never seen such positive results from any one program over such a diverse group of students". Another, adds, "I have known the one student now for two years and I have never seen him smile once, now he is constantly smiling since the program started." Moreover, 75% of teachers involved with the ABLE participants say that they have seen an increase in cooperative behavior in the classroom, 98% feel that the participants have gained a new sense of social competence and 100% believe that the ABLE program is directly responsible for the participants reengagement with school.

Trust & Social Competence

One participant stated "I never knew I could trust so many people, and people would trust me, I just can't say how great I feel". Another goes on to add "I have realized that I can be who I am, not what everyone else wants me to be. I have learnt that I can really trust people who support me for who I am".

On the wilderness trip, the weather became very harsh and the wind was literally knocking the participants to the ground. What was of interest to note is how everyone pulled together and began to help each other down the mountain. No laughing, no 'winding each other up', just working together. When the trip was completed they were asked about this; one boy stated that "...if something like that happened at school the weak kids would really be bullied and made fun of, but out there we knew we were in it together, we have learned through you that if we work together we can overcome anything".

General Discussion

Limitations

It is important to highlight the constraints of this research project. Therefore, it must be stated that the project occurred at only one secondary school in Essex, England and was facilitated by one Outdoor Education Centre. In addition, the ABLE program was only delivered to 24 Year 8 Students. Thus, a broader project consisting of a larger number of schools, outdoor centres and program participants would be necessary for the findings to be fully contributed to the ABLE program. In addition, this project delivered a very specific Adventure Based Learning Experience designed specifically to meet the needs of the participants as ascertained by collecting base line data. Therefore, it may be erroneous to claim that all adventurous activities in and of themselves would evidence the same positive results or that all outdoor centers deliver the same level of programming.

Overview

In response to growing concerns about children's social emotional intelligence and behavior in and out of the classroom, recent years have seen a growing interest in providing a structured program for Personal Social and Health Education (PSHE), citizenship and social emotional intelligence. As research shows powerful feelings and emotions can impair cognitive function, distort perceptions and subsequently affect behaviors. Children may be unable to deal with, or understand, the mix of complex feelings and emotions in the social world of school, family and the broader community at large. They may also experience difficulty in linking their actions with consequences (Thomasgard & Metz, 2004).

Therefore, anxiety within social settings may result in children being impulsive in their reaction to situations, which for some can lead to aggressive and disruptive anti-social behavior. Thereby, resulting in the possibilities of increased delinquency, depression and disengagement with education and family (Salvador, 2003). Furthermore, children may use coping behaviors that are counter-productive to learning such as bullying, clowning and cheating (Brooks, 1994). These factors may lead to marginalization and increased difficulties with integrating fully into school and family life. Thus, impacting negatively on the attainment of personal satisfaction and self-actualization. Therefore, this project was undertaken to ascertain to what effect, if any, does a structured outdoor educational program, focused on social emotional learning, have on participants. The project used both quantitative and qualitative methods to collect and code data in the desire to answer the research question. As highlighted by Winter's (1989) depiction of action research; 'Risking Disturbance', meaning that what comes to light may be contrary to entrenched beliefs, is one of the key tenets to understanding. Therefore, all participants in this project were informed that the answer was as open as the question. Furthermore, all participants were fully involved and consented to every aspect of the project.

It was evidenced that the ABLE program was well received by the participants, their parents, teachers and school administrators. Over the course of the program participants engaged fully with the outdoor education teachers, developed their ability to engage more cooperative in pro-social behavior, became progressively calmer and barriers to learning were overcome. Participants showed an increase in trust, effective communication and consideration for all members of the group. These observed and reported changes in the participants are important and may support



**Monomoy Regional School District - Monomoy Regional School Committee
Meeting Agenda for Thursday, April 13, 2023 at 6:30 PM
Monomoy Regional High School Library - 75 Oak Street, Harwich, MA 02645**

This meeting will be broadcast to Channel 22 as well as live-streamed/recorded to the [MRSC YOUTUBE CHANNEL](#)

AGENDA

A. Call to Order

B. MRHS Student Representative

C. Public Comment: Speakers are limited to three minutes; additional time is at the discretion of the Chairperson

D. Approval of Minutes

- i. March 9, 2023 MRSC Meeting
- ii. March 23, 2023 MRSC Meeting
- iii. April 3, 2023 MRSC Special Meeting

D. Reports and Discussions

- i. Westgate Fellowship Recipient - Michael Westgate
- ii. MRHS Data Presentation - Jennifer Police
- iii. Jawsome Update Presentation - Jennifer Police
- iv. International Trip Update
- v. Town of Harwich Request for Surplus / Land for Project Adventure program ←

E. Subcommittee, Representatives, Liaison Report

F. Superintendent's Report

- i. Recognition of Donations, Grants, and other Acknowledgments
- ii. MRSD Regional Agreement - update on DESE recommendations and town meetings

G. Action Items - Vote Required

- i. Second Reading: Policy File JLCDA - Administration of Naloxone (Narcan)
- ii. Second Reading: Policy File BE - School Committee Meetings

H. Presentation of the Warrants

I. Adjournment

2023 APR 11 PM 3:48:09

Authorized Posting Officer

Leah Tambolleo
April 11, 2023



RAYMOND N. GRAYSON
1901-1901

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

FAX NO. (508) 430-0631

TELEPHONE NO.
(508) 432-1643

March 20, 2023

Tracy Cannon, Executive Director
Harwich Housing Authority
240 Crowell Road
Chatham, MA 02633

Re: 1 and 3 North Westgate Road, Harwich, MA and
1028 Factory Road, Harwich, MA

Dear Ms. Cannon:

Please be advised that this office represents Harwich Ecumenical Council for Housing ("HECH") with regard to the properties located at 1 and 3 North Westgate Road and 1028 Factory Road, Harwich, MA. I am enclosing herewith a copy of the Deed recorded in Book 14449, Page 47 at the Barnstable County Registry of Deeds concerning said properties which conveyed said properties from the Harwich Housing Authority to Harwich Ecumenical Council for the Homeless, Inc., now known as Harwich Ecumenical Council for Housing.

Said Deed contains a Land Disposition Agreement and Affordable Housing Deed Rider between the Town of Harwich, Harwich Housing Authority, and HECH. I refer your attention to Paragraph 5. of said Rider which states that when any and all mortgages concerning said properties have been paid and discharged that "HECH shall reconvey the property to the Housing Authority, or its successors or assigns or to the Town if so designated by the Housing Authority, for no consideration..." Please be advised that HECH paid off all mortgages concerning said properties last summer and thus the issue of reconveying the properties to the Harwich Housing Authority and/or the Town of Harwich is now before us, but as stated in said Paragraph 5 the properties would still be subject to the provisions of the Deed Rider.

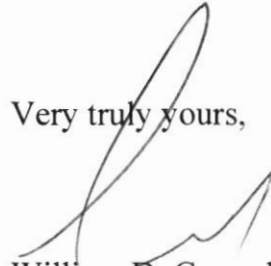
It is my understanding that the Housing Authority may not wish to take on the responsibility of managing the properties, collecting rents, paying expenses and repairing and maintaining the same. Kimberly Bourgea, Executive Director of HECH has indicated to me, however, that HECH

would be willing to continue to so manage said properties for the next 10 years as it has for the previous 22 years.

As a consequence, the primary purpose of this correspondence is to find out if the Housing Authority and the Board of Selectmen will be agreeable to an Amendment to the Deed Rider to remove the requirement that the property be reconveyed by HECH upon discharge of the mortgages and extend the timeframe for reconveyance to the Harwich Housing Authority or the Town of Harwich from 25 years from November 14, 2001 to 32 years from November 14, 2001 (i.e. November 14, 2033), which would allow HECH to continue to manage said properties for the next 10 years.

Please advise at your earliest convenience. Thank you very much for your consideration in this regard.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William D. Crowell', with a large, stylized flourish above the name.

William D. Crowell, Esq.

WDC:sml

Enclosures

cc: Kimberly Bourgea, Executive Director
Michael MacAskill, Chair of Select Board

DEED

The HARWICH HOUSING AUTHORITY, a public body politic and corporate, created in accordance with M.G.L. c. 121B §3, located in the County of Barnstable, Commonwealth of Massachusetts with a mailing address of 38 Sisson Road, Harwichport, MA 02636, 11-15-2001 @ 02:39p

IN CONSIDERATION OF One (\$1.00) Dollar paid,

grants to Harwich Ecumenical Council for the Homeless, Inc., a Massachusetts non-profit corporation, of 255 Main Street, West Harwich, MA 02671,

WITH QUITCLAIM COVENANTS

the land in Harwich, Barnstable County, Massachusetts, bounded and described as follows:

PARCEL I.

The land on Access Road, a/k/a Factory Road, containing 41,082 square feet and being Lot 3 on a plan of land entitled: "PLAN OF LAND IN HARWICH, MASS. PLAN FOR HENRY DEGRACE PLAN BY: MORAN ENGINEERING INC., 941 MAIN STREET, S, HARWICH, MASS 02661, Scale 1" = 50', October 16, 1990", which said plan is recorded with Barnstable County Registry of Deeds in Plan Book 476, Page 49.

Said Lot 3 is conveyed subject to and together with the benefit of all rights, reservations, easements and restrictions of record, insofar as they are in force and applicable.

Property Address: 1028 Factory Road, Harwich, Massachusetts, 02645

PARCEL II.

The land at the intersection of Access Road, a/k/a Factory Road, and North West Gate Road, containing 53,720 square feet and being Lot 4, as shown on said plan.

Said Lot 4 is conveyed subject to and together with the benefit of all rights, reservations, easements and restrictions of record, insofar as they are in force and applicable.

Property Address: 1026 Factory Road, Harwich, Massachusetts, 02645.

PARCEL III.

The land on North West Gate Road containing 40,684 square feet and being shown as Lot 5, as shown on said plan.

Said Lot 5 is conveyed subject to and together with the benefit of all rights, reservations, easements and restrictions of record, insofar as they are in force and applicable.

(14)

Property Address: 3 North West Gate Road, Harwich, Massachusetts, 02645.

This conveyance is made in accordance with the vote taken under Article 5 of the Warrant for the Town of Harwich Special Town Meeting held on October 3, 2000, a copy of which is attached hereto.

There has been full compliance with the provisions of M.G. L. c. 44 §63A.

Said land is conveyed subject to the covenants, agreements and restrictions set forth in the Land Disposition Agreement and Affordable Housing Deed Rider attached hereto and made a part hereof.

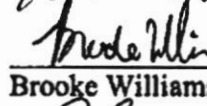
For title reference see deed from Donna M. Fenner and Scott L. Fenner, Trustees of the Factory Road Realty Trust to the Harwich Housing Authority recorded herewith.

Executed as a sealed instrument this 14 day of November, 2001.

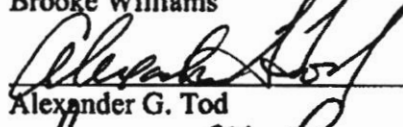
HARWICH HOUSING AUTHORITY
BOARD OF COMMISSIONERS



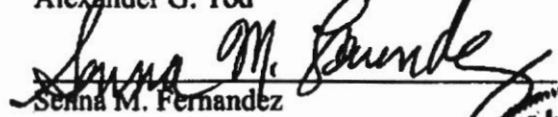
William Doherty, Chair



Brooke Williams



Alexander G. Tod



Senna M. Fernandez

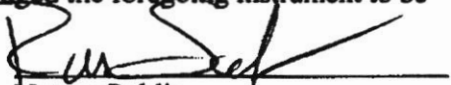
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

November 14, 2001



Then personally appeared the above-named William Doherty, Brooke Williams, Alexander G. Tod, and Senna M. Fernandez and acknowledged the foregoing instrument to be their free act and deed, before me,



Notary Public
My Commission expires:

RONALD N. SANDA, Notary Public
My Commission Expires March 28, 2003

TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

**TOWN OF HARWICH
SPECIAL TOWN MEETING
OCTOBER 3, 2000**

ARTICLE 5. LAND EXCHANGE FOR PROPERTY ON FACTORY ROAD

ARTICLE 5. To see if the Town will vote to amend the action taken under Article 55 of the May 7, 1997 Annual Town Meeting, by authorizing the Housing Authority to transfer, free of all restrictions, Parcel P2 on Harwich Assessor's Map 66, to a third party in exchange for the conveyance, to the Housing Authority of Lots W2-5, W2-4 and W2-3 on Harwich Assessor's Map 66; provided, however, that the lots to be conveyed to the Housing Authority shall be used for the sole purpose of developing single family rental housing and to further authorize the Housing Authority to transfer any such lots to the Harwich Ecumenical Council for the Homeless ("HECH") under the same terms and conditions as the Housing Authority was authorized to transfer Parcel P2 on Assessor's Map 66, to HECH by the action taken under the said Article 55. The authority granted hereunder to the Housing Authority shall be in addition to and not in substitution of the authority conferred by the action taken under Article 55 of the May 7, 1997 Annual Town Meeting and to act fully thereon.

MOTION: (Carol Thayer, Chairman-Finance Committee) I move the article be accepted and adopted and that the Housing Authority be authorized to take all actions to carry out the provisions of the article and further that upon the conveyance of parcel P2, on Assessor's Map 66, in exchange for Lots W2-5, W2-4 and W2-3 on Assessor's Map 66, that the prior authorization granted to the Housing Authority under the provisions of Article 55 of the May 1997 Town Meeting, to develop said Parcel P2 to for affordable housing, shall cease to exist.
Duly seconded.

AMENDMENT ON MAIN MOTION: (Robert Murray) I move to amend the main motion by adding the following: And that a Harwich resident will be given preference for these rentals to the fullest extent allowed by law.
Duly seconded

ACTION ON AMENDMENT: The amendment carries

ACTION ON MAIN MOTION AS AMENDED: The motion carries by the necessary 2/3 vote.

A true copy:

Attest:

OCT 16 2001

Anita N. Doucette, Town Clerk


**LAND DISPOSITION AGREEMENT
AND
AFFORDABLE HOUSING DEED RIDER
BY AND AMONG
THE TOWN OF HARWICH
AND
THE HARWICH HOUSING AUTHORITY
AND
THE HARWICH ECUMENICAL COUNCIL FOR THE HOMELESS, INC.**

This Land Disposition Agreement and Affordable Housing Deed Rider (LDA) is made and entered into as of this day of November 14, 2001, by and among the Town of Harwich, acting by and through its Board of Selectmen, a Massachusetts municipal corporation with an address of 732 Main Street, Harwich, MA 02645 (Town), and the Harwich Housing Authority, a public body politic and corporate, created in accordance with M.G.L.c. 121B §3 of 38 Sisson Road, Harwichport, MA 02646 (Housing Authority or Grantor) and the Harwich Ecumenical Council for the Homeless, Inc., a Massachusetts non-profit corporation, of 255 Main Street, West Harwich, MA 02671 (HECH or Grantee), and is attached to and made a part of a certain deed from the Housing Authority as Grantor, to HECH as Grantee, dated November 14, 2001.

WHEREAS: The Town recognizes that there exists in the community a shortage of Affordable Housing; and,

WHEREAS: The Harwich Housing Authority desires to provide affordable housing in the community, but there are no public development funds available; and,

WHEREAS: This creates the need for innovative development using conventional financing;

WHEREAS: Any development using conventional financing must demonstrate its ability to cover its cost in order to secure permanent financing; and,

WHEREAS: Such a condition makes it impossible to restrict a development of this nature exclusively to families of low or moderate income who would pay only 30% of their income for rent and utilities; and,

WHEREAS: The Town issued a Request for Proposals (RFP) for the Disposition of Town-owned Land and Acquisition through Land Exchange for the purpose of developing affordable housing on Town owned land and HECH was the successful proposer on the RFP (the RFP and HECH's Proposal are incorporated herein by reference and form a part of this LDA as if fully set forth herein); and

WHEREAS: Pursuant to the RFP and the Proposal, HECH will construct and develop affordable housing on land located in North Harwich, on the corner of North Westgate Road and Factory Road shown as Lot 3, containing 41082 sq. ft. ±, Lot

4, containing 53,720 sq.ft.±, and Lot 5, containing 40,684 sq. ft.±, on a plan recorded with Barnstable Registry of Deeds in Plan Book 476, Page 49 (the Land); and

WHEREAS: For the purpose of contributing to the development of affordable housing, the inhabitants of the Town by Vote under Article 5 of the October 3, 2000 Special Town Meeting authorized the Harwich Housing Authority to convey the Land to HECH for the purpose of developing thereon affordable housing units; and,

WHEREAS: Although it is the intention of the Town, the Housing Authority and HECH to provide for families of low income as a priority whenever possible, the development must maintain an adequate cash flow to meet its financial obligations; and,

WHEREAS: The major goal of this development is to provide housing for the Harwich Housing Authority, free and clear of all debt as soon as possible; and

WHEREAS: The Land is being conveyed for nominal consideration and the Land with the dwelling units and improvements thereon as described in Section 2 shall be referred to herein as the "Property;" and

WHEREAS: The parties hereto intend that, to the fullest extent possible, the Property will continue to be part of the affordable housing resources of the community.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, including, as further consideration from the Grantee to the Grantor for conveyance of said Land, HECH for itself, its successors and assigns, hereby agrees that the Property shall be subject to the following covenants, agreements and restrictions which are hereby imposed for the benefit of the Housing Authority and the Town, and the parties hereto do hereby agree as follows:

1. Reporting Requirements and Program Review

HECH or its successors shall make an annual report to the Town through the Town Report and to the Town Meeting and the Board of Selectmen relative to this development. From time to time the Town and the Housing Authority shall review the project and negotiate appropriate changes, if any, with HECH or its successors subject to the approval of the lender.

2. Required Improvements:

HECH shall, on or before six (6) months from the date hereof, commence to construct three single-family dwellings on the Land, one dwelling on each of the lots described in the deed, together with the permitted accessory structures approved by the Town and the Authority. Each dwelling shall have three (3) bedrooms, two baths (2), and full cellars, and shall meet at

least the housing quality standards set forth in the regulations of the Department of Housing and Urban Development (HUD) 24 C.F.R. 882.109 or any successor thereto. HECH will construct the project in accordance with this LDA, the RFP, the Proposal, and the plans and specifications approved by the Town and the Authority. The project will be constructed in accordance with all applicable state and local regulations and laws. HECH shall diligently pursue such construction to completion on or before one (1) year from the date thereof. The issuance of building permits for all three dwellings and the commencement of site preparation activity shall be considered commencement of construction and the issuance of permanent occupancy permits for all three dwellings shall be considered completion.

3. *Non-Discrimination:*

HECH shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Property or in connection with the employment or application for employment of persons for the operation and management of the Property. HECH shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Property to, a holder of a certificate of family participation under the Federal Rental Certificate Program (24 C.F.R. Part 882) or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 887) on any similar State rental certificate or voucher program.

4. *Leases and Tenancies:*

Upon the completion of the dwelling units HECH covenants and agrees to maintain and operate the Property as affordable housing rental units, as set forth in the RFP and the Proposal, with preference being given to Harwich residents (families who live or work in Harwich).

During the term of debt service for the Property, HECH or its successors, shall give priority to low and moderate income tenants holding a Federal or State rental certificate or voucher, provided that said voucher or certificate, combined with the tenant share of the rent, pay a rental for the property of at least 90% of market rents for the area at the time. Said market rents are to be determined annually by the Housing Authority. In determining the market rents the Housing Authority shall consult with a panel appointed by the Board of Selectmen, of three realtors involved in residential rentals in Harwich at the time. If no such certificate or voucher holders come forward to lease the Property, HECH or its successors, in order to meet the development's financial obligations, has the right to lease the Property to any family able to pay the market rent at the time.

After the Property has been deeded back to the Housing Authority pursuant to the provisions of this Agreement, leases and tenancies shall be determined by whatever rental program for families of low income the Housing Authority has in place at the time; or, in the event the Housing Authority sells the dwelling units, such sales shall be pursuant to whatever affordable home ownership programs the Housing Authority has in place at the time, provided,

however, that the deeds of the dwelling units shall be subject to affordable housing deed riders approved by the Town.

5. *Reconveyance to the Housing Authority.*

It is the intent of the parties that the Property is to be returned to the Housing Authority, free and clear of all debt within twenty-five (25) years of the date hereof. Accordingly, when the original construction loan and other loans approved by the Authority and the Town and which are secured by mortgage(s) on the Property have been paid off and thus discharged, HECH shall reconvey the Property to the Housing Authority, or its successors or assigns or to the Town if so designated by the Housing Authority, for no consideration by a good and sufficient quitclaim deed or deeds, executed and acknowledged by duly authorized person(s), in recordable form, conveying a good and clear record and marketable title thereto, free from all encumbrances, except the provisions of this deed rider.

It is understood and agreed, however, that if the Housing Authority desires to have the Property reconveyed prior to the payoff of the outstanding loans and to assume the debt therefor, HECH agrees to reconvey the Property to the Housing Authority, at such time, subject to the approval of the mortgagee(s).

6. **Resale and Transfer Restrictions**

- a) Except as otherwise set forth herein, the Property or any interest therein shall not at any time be sold, transferred or conveyed by HECH, except to the Housing Authority or the Town as set forth herein and no attempted sale or conveyance shall be valid unless in compliance with the terms hereof. HECH agrees that it will not, after delivery of the deed, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Property or portion thereof, except as provided herein. The Property shall not be refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Town and the Housing Authority; provided, however, that this provision shall not apply to the original construction mortgage.
- b) No conveyance, sale or transfer of the Property shall be valid and be deemed in accordance with the terms of this Deed Rider unless a certificate is obtained and recorded at the Registry of Deeds in Barnstable, signed and acknowledged by the Housing Authority and the Town, which refers to the Property, and states that the transfer is in compliance with the terms contained herein. Said certificate when recorded shall be conclusive evidence of the facts set forth therein.

7. *Rights of Mortgagee(s):*

- a) The Property herein conveyed shall not be mortgaged or otherwise pledged as

security for any debt or obligations other than the construction loan and/or permanent financing which will be used to finance construction of the dwelling units unless prior written approval so to do is obtained from the Town and the Housing Authority, which prior written approval will be recorded at the Barnstable County Registry of Deeds as a condition precedent to the validity of any additional debt security. A separate approval must be obtained for each additional mortgage or other security to be placed on the Property.

- b) The restrictions, agreements and covenants herein contained, shall not operate to prevent or delay mortgagees from exercising its foreclosure rights and remedies pursuant to a valid mortgage provided that the holder of such mortgage has given the Town and the Housing Authority not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage and agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors or others to take actions that would avoid termination of low-income affordability of the Property.

Notwithstanding anything herein to the contrary, if the holder (other than the Grantor or its designee) of record of a first mortgage granted to a state or national bank, state or federal Savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage, the restrictions and covenants herein contained shall not apply to such holder upon such acquisition of the Property, any purchaser (other than the Grantee or its designee) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than the Grantee or its designee) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such restrictions.

Further, any mortgagee of the Property shall in connection with any foreclosure proceeding give notice to the Town and the Housing Authority of said proceedings as if the Town and Housing Authority were a party thereto.

Notwithstanding the foregoing, if HECH intends to give a mortgagee a deed in lieu of foreclosure, the Town and the Housing Authority shall have a right of first refusal to require HECH to convey the Property to either the Housing Authority or the Town. If Hech intends to give a deed in lieu of foreclosure for the Property or any portion thereof, HECH shall notify the Town and the Housing Authority in writing of its intentions. The Notice shall set forth the total amount of the outstanding mortgages and other liabilities on the Property and shall include an appraisal of the Property setting forth the fair market value of the Property. Within thirty (30) days of receipt of the Notice the Town or the Housing Authority shall notify HECH in writing whether it intends to accept a deed from HECH and of its intention to seek within sixty (60) days Town Meeting appropriation, if necessary, in order to assume and/or payoff the existing liabilities. In the event the Housing Authority or the Town, within said thirty (30) day period, notifies HECH of its intention to accept a deed of the Property from HECH, the Town or the Housing

Authority, as the case may be, may, within ninety (90) days of the date of the Town's or the Housing Authority's notice to HECH, acquire the Property from HECH. HECH shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Housing Authority or to the Town, as the case may be, or to their designee, without cost to the Town or the Authority, by Quitclaim Deed, provided that such reconveyance shall be subject to any existing loan agreements and mortgages thereon permitted under this Agreement.

- c) In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage, such excess shall be paid to the Town and the Housing Authority in consideration of the loss of the value and benefit of the restrictions and covenants herein contained held by the Town and the Housing Authority and released by the Town and the Housing Authority pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Town and the Housing Authority by such holder, the Town and the Housing Authority shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the maker of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Town and the Authority in accordance herewith, provided that such holder shall give the Town and the Authority prompt notice of any such claim and shall not object to intervention by the Town and the Authority in any proceeding relating thereto). To the extent HECH possesses any interest in any amounts payable to the Town and the Housing Authority under this paragraph, to the fullest extent permissible by law, HECH hereby assigns its interest in such amount to said holder for payment to the Town and the Housing Authority.
- d) In the event that HECH deeds the Property to the mortgagee in lieu of foreclosure, or the Property is sold at foreclosure by the Bank and the purchaser is not the Town or the Housing Authority and the proceeds, if any, paid to the Town and the Housing Authority from the foreclosure sale do not equal the fair market value of the Land at the time, HECH agrees to reimburse the Town for the fair market value of the Land.

8. *Abandonment, Right of Entry:*

If the Property herein conveyed or any lot constituting the Property should be abandoned or unoccupied for a period of six (6) months, or, without limiting the generality of the foregoing, if the HECH shall fail to make local property tax payments, or payments in lieu of taxes, if required, for a period of one year, or shall fail to obtain building permits for the development of three single-family residences, one on each of the lots constituting the Land, within six (6) months of the date hereof, or shall fail to obtain a permanent certificate of occupancy for such units within one (1) year of the date hereof, then, the Housing Authority

shall have the right to enter all of the Property or one or more of the lots constituting the Property and take possession of the Property or said lot or lots with the improvements thereon, and record a certificate of said entry, and upon such recording, the ownership of the Property or said lot or lots with the improvements thereon shall revert to the Housing Authority, subject to the original construction loan mortgage and any other approved mortgages. In addition to such remedy, the Housing Authority shall in such circumstance have the right to commence an action in a court of competent jurisdiction seeking a re-conveyance to the Housing Authority of all or any portion of the Property together with all improvements thereon, subject to the original construction loan mortgage and other approved mortgages. During the pendency of any such action or at any time upon notification by a mortgage holder that the mortgage is in default, the Housing Authority, at its option and subject to appropriation may make the required mortgage payments on the Property. Any amounts advanced shall become a lien on the Property collectable upon the sale thereof.

9. *Improvements:*

After the construction of the dwelling units, together with any permitted accessory structures, on the Land herein conveyed, no additions, renovations or improvements shall be made thereto without the prior written approval of the Town and the Authority. Nothing herein contained shall be construed to prevent HECH from doing all required maintenance and repair to the Property.

10. *Insurance, Casualty Loss:*

- a) HECH shall keep the Property insured against fire and other casualty in an amount at least equal to the assessed value of the improvements on the Property.
- b) If any building is damaged or destroyed by fire or other casualty, any insurance or proceeds payable as a result thereof shall be used to restore the Property to its former condition.

11. *Covenants to Run With the Property:*

- a) The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Housing Authority and the Town, and their respective agents, successors, designees and assigns the right of first refusal set forth herein, and the right to enforce the rights, and restrictions, covenants and agreements set forth in this Land Disposition Agreement and Deed Rider. The Grantee hereby grants to the Town and the Authority the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the Town and the Authority may determine to be necessary or appropriate, with or without court order, to prevent, remedy

or abate any violation of the restrictions. The rights hereby granted to the Housing Authority and the Town shall be in addition to and not in limitation of any other rights and remedies available to the Town and the Housing Authority for enforcement of the restrictions set forth herein. It is intended and agreed that the agreements, covenants and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Housing Authority and the Town, and their agents, successors, designees and assigns in perpetuity or for the maximum period permitted by law.

- b) Without limitation on any other rights or remedies of the Town and the Housing Authority, and their successors and assigns, any sale, lease, transfer or conveyance of the Property in violation of the provisions of this Agreement in the absence of a certificate from the Town and the Housing Authority approving such transfer or conveyance as provided herein or waiving the restrictions set forth herein, shall, to the maximum extent permitted by law, be voidable by the Town and the Housing Authority or its successors or assigns by suit in equity to enforce such restrictions.
- (c) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32, 33. This Agreement is made for the benefit of the Town and the Housing Authority.
- (d) HECH intends, declares and covenants on behalf of itself and its successors and assigns that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land and are not merely personal covenants of HECH.. HECH hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

12. *Notice:*

Any notices, demands or requests that may be given under this LDA shall be sufficiently served if given in writing and by hand delivered or posted in the United States mail by certified mail, addressed to the Town, Housing Authority and HECH at the addresses written above, or such other addresses as may be specified by either party by written notice.

13. *Further Assurances:*

HECH agrees from time to time, as may be reasonably required by the Housing Authority and Town, to furnish the Housing Authority a written statement, signed and, if

requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the lease of the Property and all other information pertaining to the Property.

14. *Waiver:*

Nothing contained herein shall limit the rights of the Town and the Housing Authority to waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Property, provided that no restriction shall be released without Town Meeting approval.

15. *Severability:*

If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law and to the fullest extent permitted by the Rule Against Perpetuities.

16. *Successors and Assigns*

The respective provisions of this LDA, in accordance with their terms, shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of HECH and the public body or bodies succeeding to the interests of the Town and the Authority, and to any subsequent grantees of the Property, except as otherwise expressly provided herein.

17. *Governing Law*


This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

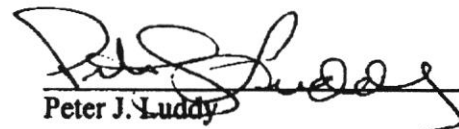
Executed as a sealed instrument as of the day and the year set forth above.

**TOWN OF HARWICH
BY ITS BOARD OF SELECTMEN**



Cyd Zeigler

Bk 14449 P#59 #85992

Peter S. Hughes


Peter J. Luddy


Sylvia Laffin

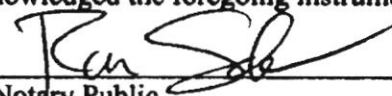

Donald F. Howell

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

October 29, 2001

Then personally appeared the above-named Cyd Zeigler, Peter S. Hughes, Peter J. Luddy, Sylvia Laffin and Donald F. Howell and acknowledged the foregoing instrument to be their free act and deed, before me,

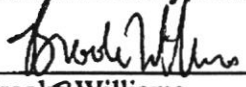

Notary Public
My Commission expires:

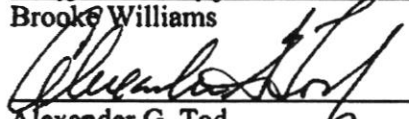


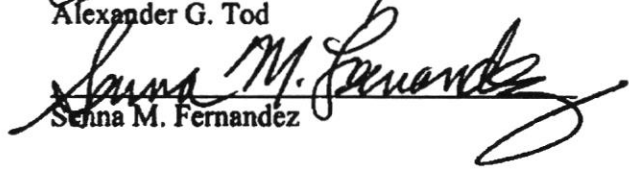
RONALD N. SANDA, Notary Public
My Commission Expires March 28, 2008

HARWICH HOUSING AUTHORITY
BOARD OF COMMISSIONERS


William Doherty, Chair


Brooke Williams


Alexander G. Tod


Sanna M. Fernandez

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

October 30, 2001

Then personally appeared the above-named William Doherty, Brooke Williams, Alexander G. Tod, and Senna M. Fernandez and acknowledged the foregoing instrument to be their free act and deed, before me,

Ronald N. Sanda

Notary Public

My Commission expires:

RONALD N. SANDA, Notary Public
My Commission Expires March 28, 2008



HARWICH ECUMENICAL COUNCIL
FOR THE HOMELESS, Inc.,

By: _____

Robert H. Murray
Robert H. Murray, President

Thomas H. Peterson, Jr.
Thomas H. Peterson, Jr. Treasurer

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

November 2, 2001

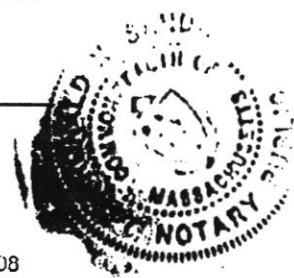
Then personally appeared the above-named Robert H. Murray and Thomas H. Peterson Jr. and acknowledged the foregoing instrument to be their free act and deed, before me,

Ronald N. Sanda

Notary Public

My Commission expires:

RONALD N. SANDA, Notary Public
My Commission Expires March 28, 2008





Harwich Housing Authority

Telephone 508-430-2390
Fax 508-945-5666
P.O. Box 714 • Harwichport, MA 02646

Minutes of the Harwich Housing Authority, April 25, 2023

*****Draft – Pending Board Approval*****

CALL TO ORDER: On April 25, 2023 the Regular meeting of the Harwich Housing Authority was called to order at 4:03 p.m. Members present were Marcy Vigneau, Kim Bourgea, Art Bodin and Elizabeth Harder. Also present: Tracy Cannon, Director of the Harwich Housing Authority.

APPROVAL OF MINUTES: Elizabeth pointed out one small typo – and Kim made a motion to approve the minutes with the correction. It was seconded by Marcy and approved by all.

FINANCIAL REPORT: On a motion made by Art and seconded by Marcy, all present voted to approve the 2nd quarter 2023 financial statements.

APPROVAL OF WARRANT: On a motion made by Kim and seconded by Art, warrant #2023.3 was unanimously approved.

EXECUTIVE DIRECTOR'S REPORT: On a motion presented by Kim and seconded by Marcy, the Executive Director's report for December April 2023 was unanimously accepted.

OLD BUSINESS: On a motion made by Art and seconded by Elizabeth, the Board voted to allow HECH (Harwich Ecumenical Council for Housing) to retain management responsibilities for the properties located 1 and 3 North Westgate Road, Harwich MA as well as 1028 Factory Road, Harwich MA. Because Kim and Marcy both work for HECH, Kim reported that she had spoken to the Ethics Board who had suggested she have Marcy fill out and sign a "Disclosure of Appearance of Conflict of Interest" form, which Elizabeth then signed as well. Kim, as Executive Director of HECH abstained from the vote. It was approved with 3-0 with Kim abstaining.

NEW BUSINESS: On a motion made by Kim and seconded by Marcy, the Board voted 3-0 with Elizabeth abstaining, to accept Elizabeth's resignation as liaison to the CPC Board of Harwich. On a motion made by Kim and seconded by Art, the Board voted 3-0 to appoint Marcy as new liaison of the Housing Authority to CPC, with Marcy abstaining.

The meeting adjourned at 5:13 pm on a motion presented by Marcy, seconded by Art and approved by all.

Respectfully Submitted,

Tracy Cannon, Executive Director

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Marcy Vigneau
Title or Position:	Treasurer
Agency/Department:	Harwich Housing Authority
Agency address:	240 Crowell Rd Chatham, MA 02633
Office Phone:	508-430-2390
Office E-mail:	tracy@harwichha.org
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	The Harwich Housing Authority will be voting whether or not to extend a Land Disposition Agreement and Affordable Housing Deed Rider with the Harwich Ecumenical Council for the Homeless, Inc.
What responsibility do you have for taking action or making a decision?	I will need to participate in the voting on this decision as the Harwich Housing Authority board will need to invoke the Rule of Necessity in order to have a quorum.
Explain your relationship or affiliation to the person or organization.	I am the Property Manager of the Harwich Ecumenical Council for the Homeless, Inc.
How do your official actions or decision matter to the person or organization?	I personally do not gain in any way financially nor do I benefit from extending or not extending the Land Disposition Agreement and Affordable Housing Deed Rider with the Harwich Ecumenical Council for the Homeless, Inc.
Optional: Additional facts – e.g., why	

there is a low risk of undue favoritism or improper influence.	
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	<i>Max V</i>
Date:	<i>4-25-23</i>

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

Signed off on by: *Elizabeth R Harder* *4/25/2023*
Chair, Hawick Housing Authority

Form revised July, 2012

Harwich Community Center Room Use Fees Updates for FY 2023 – 2024

Room use fees at the Community Center have remained unchanged since 2017, yet the costs associated with operating the building continue to rise. To reconcile these differences between revenue taken in and costs to run the building, we are looking to update our room use fees. The updates are meant to function in a manner that balances accessibility of Center space and resources for all in our community.

The vast majority of groups that reserve space at the Community Center are either Town Departments which use the building at no charge, or are local non-profit groups. These entities are given top priority when scheduling available rooms at the Community Center.

When space is available after accommodating Town Departments and non-profit organizations, we open our rooms to for-profit groups that are consistent with the Community Center mission and values. Further, all for-profit groups are required to get Facilities Committee approval to host their meetings or events at the Community Center when making their initial reservation request.

Updates to Non-Profit Room Use Fees for FY 23-24

Community Center Director Carolyn Carey and the Community Center Facilities Committee have sought and received input on increases in room use fees for non-profit groups for FY 23-24 since January 2023. Input was received from members and organizers of non-profit groups and events, as well as from many Center patrons. The proposed changes are defined in the table below and provide the starting point for discussion and feedback from affected and interested parties.

Non-Profit Rate

Room	Current Fee	Proposed Fee	Percent Increase
Activity Rooms			
Single Use	\$40	\$45	12.5%
(*104 Uses) Yearly	\$165	\$190	15.1%
Multipurpose Room			
Single Use	\$60	\$80	33.3%
(*104 Uses) Yearly	\$275	\$300	9.09%
Gymnasium			
Single Use	\$125	\$150	20%
(*104 Uses) Yearly	\$450	\$500	11.1%
<i>Average Percent Increase:</i>			<i>16.85%</i>

* A 'Use' is defined as occupancy of space by an organization for a time period of up to **3 Hours**, including group's required set up and breakdown time.

Additional "Units" are counted as time that exceeds original **3 Hours**. Additional units will be counted in "whole" numbers; rounding up to the nearest whole full 3 hours of usage.

There was universal support for the changes stated in the table above. These changes were passed unanimously in a vote by the Facilities Committee on April 14th, 2023.

Updates to For-Profit Room Use Fees for FY 23-24

It has been Community Center policy to charge for-profit groups that have been approved by the Facilities Committee a rate that is double that paid by non-profit groups when space is available.

The proposal for FY 23-24 is largely consistent with past practice with several notable alterations defined here. The proposed changes have been informed by feedback from patrons and townspeople, members of the Facilities Committee, and affected Department Heads operating from within the Community Center.

1. We propose to differentiate between fitness classes which have previously fallen under the for-profit umbrella from other for-profit groups and organizations. Details for this distinction are as follows:
 - a. Fitness and athletic classes can be sponsored by the Recreation Department, the Council on Aging, or the Community Center. This sponsorship is subject to Facilities Committee approval.
 - b. Sponsored classes will pay the non-profit fee for room reservations as well as a fee or 10% per person per class session into the Town general fund. The remainder of the collected class fees less the 10% per person per session is processed through the revolving fund and subsequently paid to the instructor. All funds processed through the revolving fund are signed off on by both the Community Center and Recreation Department Directors.
 - c. This sponsorship of fitness classes will allow the Recreation Department, Council on Aging, and Community Center Department Directors to meet the ongoing needs of their patrons and constituents and to offer these highly requested services at rates lower than would be offered by private businesses.
2. We propose to eliminate the yearly fee option for for-profit groups. We have received feedback indicating a concern that the yearly fee option for for-profit groups does not adequately differentiate between non-profit and for-profit groups when broken down into a price per single use analysis. Therefore, we propose to reserve rooms to for-profit groups on a single use basis only. The single use fee will continue to be twice the rate charged to non-profit groups. **For FY23-24, the proposed fee for for-profit groups is \$100 per single use of an Activity Room, \$150 per single use of the Multi-Purpose Room, and \$300 per single use of the Gymnasium.**
3. We propose to add a time limit of three hours for any single use of the building by for-profit groups. This proposal is also based on feedback we have received since beginning the process of reviewing and updating our room use fees.
4. **Booking Fees:** An amount due at time of application that would not be returned in a group cancels, but would be deducted from the room rental fee total when the group shows up as requested.
5. **No-Show Fee:** An amount invoiced to a club or organization if they **do not** show up for a scheduled event and **do not** call to cancel the event. \$50 for each No-Call/No-Show event.

**HARWICH BOARD OF SELECTMEN
NOTICE OF PUBLIC MEETING
COMMUNITY CENTER FEES
MAY 15, 2023**

The Harwich Board of Selectmen will hold a Public Meeting, per the Board of Selectmen policy on changes to fees, on Monday, May 15, 2023, no earlier than 6:00 P.M. in the Griffin Room at Harwich Town Hall, 732 Main Street. This meeting will be held for the purpose of reviewing the proposed changes to the fee structure for the Harwich Community Center. The proposed changes can be found on the town website. This meeting is also available remotely. Dial in information will be posted meeting agenda.

HARWICH BOARD OF SELECTMEN

The Cape Cod Chronicle
April 27, 2023

CITIZENS ACTIVITY VACANCY FORM

Volunteer Now – Serve Your Community

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

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

CITIZENS ACTIVITY VACANCY FORM

BOARD OF SELECTMEN

732 Main Street, Harwich, MA 02645

Name: Claudia Williams Street/P.O. Box: _____
Town/Zip: Harwich Port 02646 Telephone: _____
Email: _____ Occupation: HR Consultant, Realtor

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

****Please complete back of form.

EDUCATIONAL BACKGROUND: MA in Sociology

RELEVANT SKILLS: on first Housing Committee in Chatham, previous
:current member of housing committee. Strong organizational,
communication skills with a passion for housing on Cape Cod.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I love being a part of the solutions that will help
the community and am grateful for those who have
come before me to work for the benefit of the community.

Thank you!

CITIZENS ACTIVITY VACANCY FORM

Volunteer Now – Serve Your Community

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

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

CITIZENS ACTIVITY VACANCY FORM

BOARD OF SELECTMEN

732 Main Street, Harwich, MA 02645

Name: ROBERT "BOB" SPENCER Street/P.O. Box: _____
Town/Zip: HARWICH 02645 Telephone: _____
Email: _____ Occupation: Retired Senior Worker

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

*** Please include a resume with form**

******Please complete back of form.**

EDUCATIONAL BACKGROUND:

B.A. Sociology Oberlin (SUNY)
MSW Conn.

RELEVANT SKILLS:

Habitat Volunteer 20+ Years
Serves on Portland CT Planning Board 6 Years
Worked as Zoning Enforcement Officer Portland CT
Work Well on Teams
Passion for Affordable Housing
Good Listener
Willing to Think Outside the Box to Create Solutions

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

The Cost of our Share of Affordable is Extreme
in Housing, a Serious Threat to the Towns Well Being,
our Future Calls for Action Today - I Believe I Can
Help to Solve That Problem.

CONTRACTS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is entered into on this ____ day of _____, 2023, by and between the **Town of Harwich**, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts 02645 (the "Town"), and **The Family Pantry of Cape Cod Corp.**, a Massachusetts nonprofit corporation, having an address of 133 Queen Anne Road, Harwich, Massachusetts 02645 ("Licensee").

WHEREAS, the Town is the owner of a certain parcel of land located at 205 Queen Anne Road, Harwich, being Tax Map 58, Lot M1-1, consisting of approximately 35 acres, a portion of which is a capped landfill and the site of solar facilities (the "Property");

WHEREAS, Licensee is the owner of a parcel of land, with improvements thereon, located at 233 Queen Anne Road, Harwich, being Tax Map 58, Lot G3-13, from which it operates an organization which provides food for qualifying inhabitants of Cape Cod, Massachusetts (the "Food Pantry");

WHEREAS, Licensee desires to license a portion of the Property from the Town for the purpose of growing food for distribution and for the parking of vehicles of the employees, patrons and invitees of the Licensee;

WHEREAS, the Town is desirous of promoting the Food Pantry for the benefit of the inhabitants of the Town and of Cape Cod;

WHEREAS, the Town is amenable to allowing Licensee to license a portion of the Property to Licensee; and

WHEREAS, the parties desire to set out the terms and conditions of Licensee's use of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM. The Town hereby grants Licensee and its contractors, agents, representatives, employees, permittees and invitees a license to enter and use the portion of the Property shown as "License Area" (the "License Area") on the sketch plan attached hereto as Exhibit A and incorporated herein for the purpose of establishing a garden in the Garden Area and for the parking of up to 30 vehicles in the Parking Area as described in the Pantry Parking Description, attached hereto as Exhibit B, and uses incidental and related thereto. The Garden Area is that area located directly to the rear of 133 Queen Anne Road; the Parking Area is that area located directly to the rear of 139 Queen Anne Road.

Such entry and use by Licensee, its contractors, agents, representatives, employees, permittees and invitees may be exercised from the date of this License for a term of ten (10) years, unless terminated in accordance with the provisions of Section 9 below. Such entry and use shall be further limited by the provisions of Section 5.

2. CONSIDERATION. In consideration for this License, Licensee shall pay a fee of \$1.00 and shall bear all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

3. CONDITION OF THE PREMISES. Licensee accepts the License Area in its “as is” condition for the purpose of this License, and acknowledges and agrees that the Town has made no representations or warranties regarding the fitness of the License Area, the supply of utilities thereto, or its suitability for the Licensee’s intended purpose. Nothing in this License shall be construed as requiring the Town to maintain the License Area during the term of this License in any manner. The Town has no obligation to supply any utilities to the License Area.

4. LICENSEE’S CONDUCT. During the exercise of the rights hereby granted, Licensee shall observe and obey directives of the Town and its duly designated representatives, as well as all applicable laws, statutes, by-laws, regulations and permitting or licensing requirements. Licensee shall, during the term of this License and at its sole expense, maintain the License Area and the improvements and other structures thereon in good and safe order and condition. The Licensee’s responsibilities shall include the restoration or repair of any and all damage to the License Area and/or the remaining Property resulting from any act, failure to act or negligence of the Licensee, its contractors, agents, representatives, employees, invitees and/or permittees (with the Licensee, the “Licensee Parties”). This obligation shall survive the expiration or termination of this License.

5. ALTERATIONS. Except as expressly permitted under this Licensee, the Licensee shall not make any structural or non-structural alterations, additions or improvements to the License Area unless the Licensee first obtains the Town’s prior written consent thereto. All alterations, additions or improvements shall be at Licensee’s sole expense.

The Licensee may erect a fence around the Garden Area, in the location as shown on Exhibit B.

The Licensee may clear cut the trees within the Parking Area, with the exception of a line of trees that must be maintained to provide a buffer between the Parking Area and the residence at 139 Queen Anne Road. The Licensee must remove all stumps and establish a T-Base with pervious material (not paved). The Licensee may install lighting for safety, but may not direct the light so as to adversely affect any abutters. A wood guardrail may be installed at the perimeter of the Parking Area.

The Licensee shall procure all necessary permits before undertaking any work, and cause all the work to be performed in a good and workmanlike manner, and in accordance with the requirements of insurers, employing new materials of good quality. The Licensee shall at all times comply with all applicable local, state and federal rules, regulations, statutes, and by-laws.

The Licensee shall not permit any mechanic's liens or similar liens to remain upon the License Area and/or the remaining Property for labor and materials furnished to the Licensee in connection with work of any character performed at the direction of Licensee and shall cause any

such lien to be released of record without cost to the Town. If the Licensee does not perform the work itself, it shall employ responsible contractors to perform the Work.

The Licensee shall install such fencing and other safety devices, if any, necessary to ensure the safety of Town personnel, persons on the License Area and the Property, adjacent property owners and their property and the general public. The Town is not responsible for the security of the License Area and the work, which shall be at all times be the sole responsibility of the Licensee.

The Licensee may bring such vehicles and other equipment upon the License Area as would ordinarily be used to undertake any work, but the Licensee shall not store any equipment or materials thereon without the Town's prior written consent. The Licensee shall be responsible for the security of its equipment, materials, and the improvements. The Town shall have no responsibility for any damage to the same from theft or vandalism.

The Licensee shall inform the Town at least fourteen (14) days prior to the completion of any work so that the Town may inspect the same and assess compliance with the terms hereof.

The provisions of this Section shall survive the expiration or termination of this License.

6. INDEMNIFICATION AND RELEASE. The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, (b) for the death, injury or property damage suffered by any person in or around the License Area relating in any way to Licensee's exercise of its rights under this License and/or the improvements and/or the negligence or willful misconduct of any of the Licensee Parties, (c) the release, emission, storage or maintenance by Licensee or any of the other Licensee Parties of any toxic or hazardous waste or materials, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or "hazardous waste" or "hazardous material", as those terms are defined by any applicable laws, rules or regulations; or (d) any defect in the materials installed or improvements made or negligence in the assembly or construction of the improvements in, on, under or upon the License Area.

Licensee hereby releases the Town, its employees, officers, agents, board members, and attorneys from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorneys' fees or other liability or responsibility for Licensee's losses or damages related to the condition of the License Area, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town, including, without limitation, claims for property damage, diminution in property value claims, personal injury or death damages and any other damages relating to, or arising from, Licensee's use of the License Area.

The provisions of this Section shall survive the expiration or termination of this License.

7. **INSURANCE.** The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms of this License to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; Bodily Injury Liability: \$500,000 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000 annual aggregate limit.

Prior to entering upon the License Area, and at such other times as the Town may reasonably request, the Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy(ies) and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy(ies) to the Town. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best's rating of A- or better.

To the extent required by law, Licensee or Licensee's contractors shall maintain worker's compensation insurance, from the commencement of any work until the completion thereof. Licensee agrees that any contractor performing work on behalf of Licensee at the License Area shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Town and shall name the Town as an additional insured party. Prior to the commencement of any work on the License Area, Licensee shall provide Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts.

8. **RISK OF LOSS.** Licensee agrees that it shall use and occupy the Property, including the License Area, at its own risk, and the Town, its agents, employees, representatives, officers, agents, board members and attorneys shall not be liable to Licensee for any injury or death to persons entering the License Area/Property pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Licensee, or of anyone claiming by or through Licensee, that are brought upon the License Area/Property pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the Town, or its employees, agents or contractors.

9. TERMINATION and REVOCATION. Either party may terminate this License for any reason, even convenience, by giving written notice of such termination to the other party. From October through February the notice shall be thirty (30) days and during the growing season of March through September the notice shall be one hundred and eighty (180) days.

In the event of the termination of this License by either party, Licensee, at the Town's request and at Licensee's sole expense, shall remove any and all non-permanent, non-structural facilities, apparatus, equipment and property from the License Area, and restore and/or repair the License Area to such condition as shall be specified by the Town (except no trees removed from the License Area need to be replanted) within thirty (30) days from the effective date of such termination,. All improvements allowed to remain on the License Area by the Town shall become the Town's property. This obligation shall survive the expiration or termination of this License.

10. RIGHTS OF THE TOWN TO ENTER. The Town reserves the right and Licensee shall permit the Town to enter upon and use the License Area at any time and for any and all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the License Area.

11. NOTICE. For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are hand-delivered, sent by registered or certified mail, postage prepaid, or sent by recognized overnight mail, or sent by confirmed facsimile transmission, to the addresses set forth above, or to such other addresses as may from time to time hereafter be designated by the parties by like notice

12. MISCELLANEOUS

A. No Estate Created. This License shall not be construed as creating or vesting in Licensee any estate in the License Area, but only the limited right of use as hereinabove stated.

B. Survival of Terms and Provisions. All appropriate terms and provisions relating to the restoration of the License Area affected hereby shall survive the expiration and/or termination of this License, in addition to the survival of other terms stated herein to so survive.

C. Waivers. Notwithstanding anything herein to the contrary, no provision of this License, no entry upon, travel over or other use of the License Area by the Town, nor the Town's granting of any rights or assumption of any obligations hereunder shall not waive, bar, diminish or in any way affect: (i) any legal or equitable right of the Town to regulate or issue any order with respect to the affected premises; (ii) waive any limitations on liability afforded a body politic of the Commonwealth of Massachusetts; or (iii) pursue any other claim, action, suit, damages or demand related thereto.

D. Severability. If any court determines any provision of this License to be invalid or unenforceable, the remainder of this instrument shall not be affected and each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Governing Law. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Blank]

In Witness Whereof, the parties hereto have caused this License Agreement to be executed on this ____ day of _____, 2023.

TOWN OF HARWICH,
By Its Board of Selectmen

LICENSEE:

The Family Pantry of Cape Cod Corp.

By: _____
Name:
Title: President

By: _____
Name:
Title: Treasurer

EXHIBIT A

[Sketch Plan of License Area]

EXHIBIT B

[Sketch Plan of Fence at Garden Area]

The Family Pantry of Cape Cod Expanded Parking Proposal

Background Information

Harwich has proudly served as host community to the largest pantry on Cape Cod, initially operating in 1989 at the Holy Trinity Church. The Family Pantry facility is currently located at 133 Queen Anne Road, Harwich. The facility is named the George P. Morris Building, consisting of a 12,000 square foot warehouse and a 360 square foot office. Additional distribution services include Healthy Meals in Motion Mobile Pantry serving the lower Cape Towns of Dennis, Brewster, Chatham, Orleans, Eastham and Provincetown. A small satellite facility is located at Cape Cod Community College serving students, staff and faculty. The Family Pantry also operates a Boutique at the Pantry facility and a Second Glance Thrift Boutique in West Harwich.

The Pantry is recognized as a Charity Navigator 4- Star Nonprofit, has earned Candid's Platinum Seal for the past four years, and continues to be certified as a Service Enterprise as best-in-class volunteer organization. As a nonprofit organization, approximately \$1.5 million must be raised annually through donations and fundraising to sustain this operation.

Directly behind the Pantry parcel is Town of Harwich parcel M1-1 consisting of 35 acres, which partially served as a landfill. Upon landfill closure, the parcel was capped and is now hosting a large array of solar panels, which are visible from the transfer station. A pie shaped portion of town owned M1-1 located directly behind the Family Pantry did not serve as a landfill, nor is currently hosting solar panels.

The Family Pantry previously entered into a License Agreement with the Town of Harwich to construct a Pantry Garden directly behind (south of) the Family Pantry parcel. The Family Pantry Garden produces approximately 6,200 pounds of fresh vegetables for clients each season.

In 2022, the Family Pantry set new records attempting to address the growing food insecurity on Cape Cod. The Pantry served 11,855 clients, a 44 percent increase in visits over the previous year. The Pantry provided 1.9 million meals in 2021 and 2.8 million meals in 2022. The value of food distributed in 2021 was \$4.0 million and \$6.4 million in 2022. To meet this need, there are 650 volunteers providing \$2.4 million in labor. Client visits are up 40% so far in 2023 over 2022.

To accommodate parking for all those volunteers, especially at shift change, The Family Pantry simply needs more space. The lack of parking spaces also negatively impacts our abutting neighbor to the east (parcel G3-12).

The Proposal

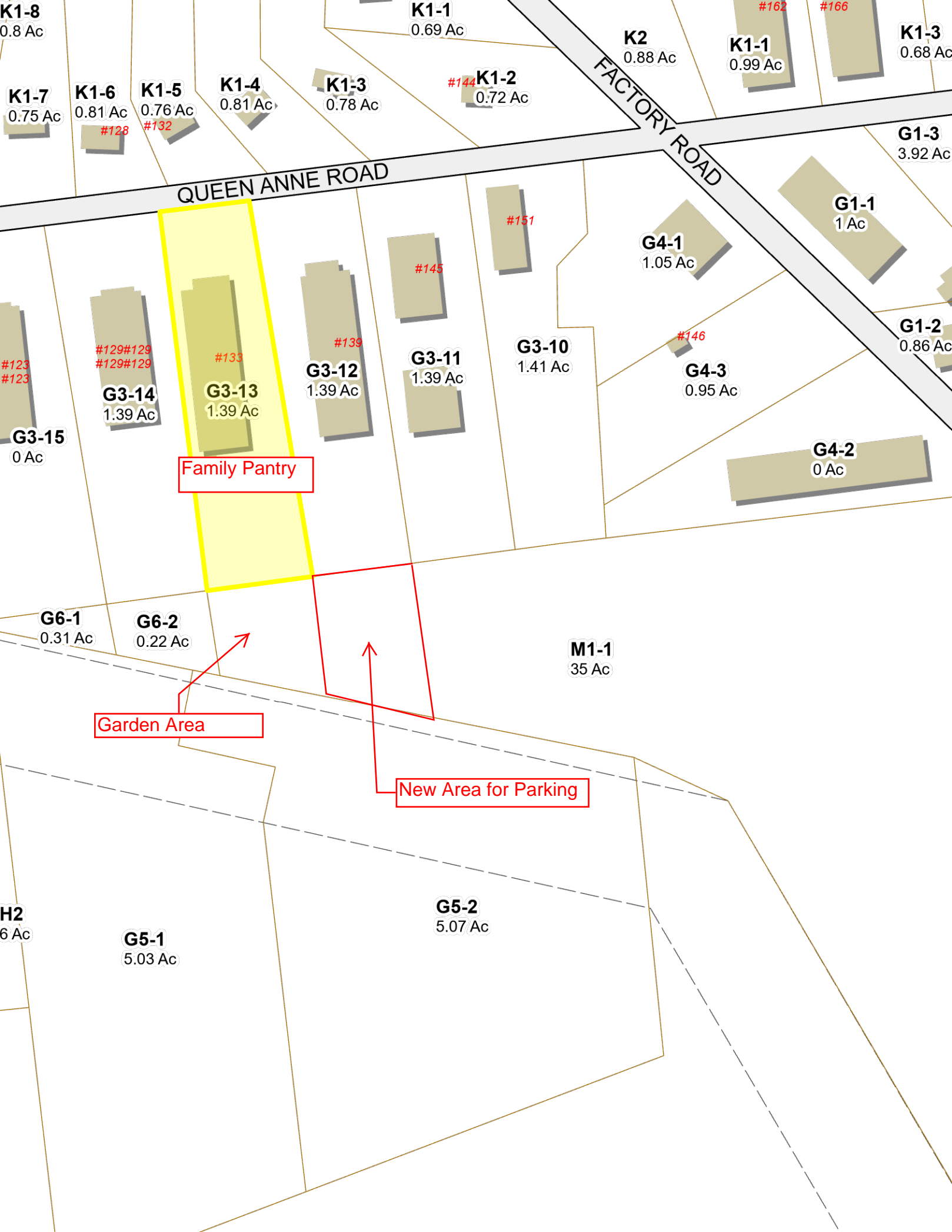
The Family Pantry respectfully requests to enter into a license agreement with the Town of Harwich for an additional portion of Town owned parcel M1-1 easterly and abutting the Family Garden. There is an existing drainage swale on the rear of parcel G3-12 that is privately owned

and would remain undisturbed. There would remain a tree line which would provide a buffer for the neighbor, G3-12 (Jean K. Chamberlain, Trustee ET AL).

The proposed license would describe a parcel approximately one-half acre and would hopefully accommodate approximately 30 parking spaces. The area is currently wooded and would require clear cutting. The existing trees shade approximately one third of the Pantry Garden, so their removal will provide a side benefit by enhancing the garden vegetable production. It is proposed that the stumps would be removed and a T-Base would be spread for a pervious parking surface. The parking lot would be built with sufficient lighting for volunteer safety, but not so directed to impact upon any abutters. There are no immediate residential abutters on this section of the south side of Queen Anne Road. The parking lot perimeter would include a wood guardrail, similar to that found at the non-paved lot at Brooks Park next to the tennis and pickleball courts.

The Town Planner has opined that this proposed parking will also require site plan approval. To that end, The Family Pantry is engaging with both a land surveyor and civil engineering company to fulfill the application process.

The Family Pantry submits this request to the Board of Selectmen, with the desire that the expanded on-site parking will enhance the overall operation in serving the Cape's food insecure clients.



QUEEN ANNE ROAD

FACTORY ROAD

Family Pantry

Garden Area

New Area for Parking

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

Memo

To: Board of Selectmen
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Change Order #2 for Brooks Academy Museum Foundation Repair

Date: May 15, 2023

This memo corresponds with *Contracts B: Approve change order #2 submitted by Campbell Construction Group, LLC for the Brooks Academy Museum foundation repair in the amount of \$88,690.00.*

This change order is the result of requiring additional foundation work not anticipated during the design and bidding process. Deteriorated wood sills, concealed concrete removal requiring helical piers and foundation damp proofing adds a cost of \$88,690.00.

Funding for this change order is available through sinking funds approved at the 2023 Annual Town Meeting as well as a remaining balance on the 2021 Annual Town Meeting CPC article.

I recommend approval of this change order.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Brooks Academy Museum Basement Renovation 80 Parallel Street Harwich, MA 02645	CONTRACT INFORMATION: Contract For: General Construction Date: Sept 30, 2022	CHANGE ORDER INFORMATION: Change Order Number: 02 Date: May 3, 2023
OWNER: <i>(Name and address)</i> Town of Harwich 732 Main Street Harwich, MA 02645	ARCHITECT: <i>(Name and address)</i> Spencer Preservation Group 41 Valley Road Nahant, MA 01908	CONTRACTOR: <i>(Name and address)</i> Campbell Construction Group, LLC 21 Caller Street Peabody, MA 01960

THE CONTRACT IS CHANGED AS FOLLOWS:


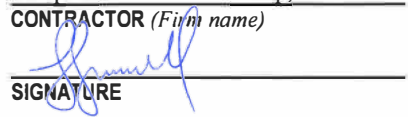
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Replace deteriorated wood sills Add \$25,360.00
 Provide helical piers, repairs, and grouting of CMU wall at the Southwest wall of original building Add \$60,820.00
 Provide foundation dampproofing Add \$2,510.00
 Total Add for Change Order 2 = \$88,690

The original Contract Sum was	\$ 1,189,000.00
The net change by previously authorized Change Orders	\$ 8,798.00
The Contract Sum prior to this Change Order was	\$ 1,197,798.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 88,690.00
The new Contract Sum including this Change Order will be	\$ 1,286,488.00

The Contract Time will be increased by ninety (90) days.
 The new date of Substantial Completion will be June 30, 2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Spencer Preservation Group ARCHITECT <i>(Firm name)</i>	Campbell Construction Group, LLC CONTRACTOR <i>(Firm name)</i>	Town of Harwich OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Douglas Manley, Principal PRINTED NAME AND TITLE	Gregory Campbell, Managing Member PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
May 3, 2023 DATE	May 5th, 2023 DATE	 DATE



**Campbell
Construction
Group, LLC**

March 7, 2023
**Brooks Academy Museum Basement Renovation
Town of Harwich**

Proposal Modification: 002

Temporary Shoring - Bulletin #2			
Temporary shoring, removal and replacement of rotted wood sills per request on bulletin #2 Labor & Materials		\$	21,620.00
	SUB TOTAL	\$	21,620.00
	OH&P 15%	\$	3,243.00
	BOND 2%	\$	497.26
	TOTAL	\$	25,360.26



**Campbell
Construction
Group, LLC**

March 24, 2023
**Brooks Academy Museum Basement Renovation
Town of Harwich**

Proposal Modification:

005

Helica Piles per SKS-FD1			
Helica Drilling			
Mobilization	\$	5,000.00	
Install Piles	\$	21,500.00	
Grout Injection	\$	7,800.00	
			\$ 34,300.00
Remove & Replace Concrete Floor in 5 locations(CCG)			
Labor	\$	2,880.00	
Material/Equipment	\$	500.00	
			\$ 3,380.00
Wall prep for Grouting (CCG)			
Labor	\$	1,440.00	
Material/Equipment	\$	500.00	
			\$ 1,940.00
Drilling & Patching 2" Holes for Grout (CCG)			
Labor	\$	2,880.00	
Material/Equipment	\$	350.00	
			\$ 3,230.00
Test Borings		-	\$ 4,000.00
Engineers Stamp		-	\$ 2,000.00
Pump Truck for F-6 Footings After Pile Installation	\$	1,800.00	\$ 1,800.00
Travel & Housing	\$	1,200.00	\$ 1,200.00
	SUB TOTAL	\$	51,850.00
	OH&P 15%	\$	7,777.50
	BOND 2%	\$	1,192.55
	TOTAL	\$	60,820.05



March 24, 2023

Greg Campbell
Campbell Construction Group, LLC
21 Caller Street, Suite 4
Peabody, MA 01960

Subject: Brooks Academy Museum - Helical Pile Proposal
80 Parallel Street
Harwich, MA

Dear Greg,

Helical Drilling, Inc. (HELICAL) is pleased to provide the following proposal to install helical piles for support of the existing foundation wall located at the Brooks Academy Museum in Harwich, MA.

Background and Reference Information

This proposal is primarily based Bulletin 5 by Spencer Preservation Group dated March 15, 2023.

HELICAL understands that nine (9) helical piles are called for to support the existing foundation wall using standard underpinning bracket. The piles are intended to support a 20-kip allowable load. No soil borings were provided however the project drawing indicates two borings to be completed. Soil borings will be necessary to provide a PE Stamped design for the piles. HELICAL can still install the piles without the soils borings but we would not be able to provide a PE Stamped Design.

Scope of Work and Design

HELICAL's scope of work includes providing a single day of soil borings, a MA PE stamped design submittal for the piles, mobilizing equipment to the project site, furnishing and installing the helical piles and underpinning brackets, grouting the wall, demobilizing from the project site and providing installation closeout documents.

HELICAL is carrying a line item for providing soil borings if the town or you do not want to manage the soil borings. HELICAL expects a single day for both soil borings. Once the borings are completed HELICAL can provide a design for the capacity of the helical piles.

HELICAL will mobilize handheld equipment (torque motor, reaction bar, and hydraulic power pack) to install the piles to the proper capacity which is verified by the installation torque. We expect our working grade to be the bottom of wall. A 2' x 2' square needs to be demolished in the existing slab. The pile locations will be marked out prior to HELICAL's mobilization. We would expect to see 9 survey flags or paint on the wall signifying the center of each proposed pile. We will require unobstructed access to the pile locations so that our crew can install piles.

HELICAL proposes to install nine (9), hot dipped galvanized, 2-7/8-inch diameter round shaft helical piles to support the proposed foundations. To achieve the required loads within the soil



HELICAL

profile, we anticipate the lead section will need to be comprised of two helical plates ranging from 10" to 14" in diameter. All of the helical plates on the lead section need to be installed into the naturally deposited sand underlying any fill or unsuitable soils. **No soil borings have been completed as of yet. This proposal assumes the piles are 12' long.** If the helical piles do not achieve the required torque (capacity) at the estimated length, we will continue to advance the pile using extensions until the required torque is achieved. The additional extensions will be charged at a "per extension" cost as described below. Please note, helical piles are modular which means they come in sections. Once the required torque is achieved the installation stops, any portion of the pile sticking up above the required top of pile elevation is then cut off. That cut off portion cannot be reused on any other pile; it is considered used/waste and it is discarded.

After installation of the piles, HELICAL will install the underpinning brackets and apply a seating load. HELICAL is not intending to lift the foundation wall to recover any settlement. While applying a seating load to engage the bracket to the helical pile we may lift the wall slightly to ensure the piles/brackets are engaged with the wall.

Either before or after installing piles, HELICAL will drill holes in the existing foundation at approximately 54". At each location we will fill the cavity with grout and allow gravity to bring it to the bottom. We will keep topping off the grout until it doesn't take any more. Grout mix will be 94# cement:5 gallons of water. This mix design with our double drum mixer yields an approximate 4,000 psi mix strength. Any grout cubes/cylinders for compressive strength testing is excluded by HELICAL. If additional grout strength beyond 4,000 psi is required additional costs will apply as we will need to bring a colloidal mixer which is more expensive but capable of 5,000 to 6,000 psi. HELICAL may use a grout fluidifier additive to increase the fluidity of the grout. HELICAL will expect that the any missing blocks or any joints/gaps in the block wall will be mortared by you prior to HELICAL mobilizing to the site.

Exclusions

HELICAL self-performs our own Quality Control (QC) and documents the installation of the piles. We have excluded providing any third-party inspection services, if any are required, they should be hired and scheduled by Others.

HELICAL will require the following items to be provided at no cost:

- All permits to perform this work to be supplied by Others (note that this work should be covered under the general building permit obtained by the GC);
- A dry, flat, and stable working platform suitable for our crew and equipment. If groundwater or significant ponding from surface runoff is encountered, we expect Others to provide dewatering without delay. Our crews should not have to wear muck boots to traffic the site;
- Access to all piles to allow HELICAL to cut the piles and install the bearing plate on each pile;
- Locating, exposing, and protecting all utilities near our work. HELICAL shall be indemnified and held harmless from any damage or concerns arising from the nearby utilities;
- All excavations that our crews are to work in or around will need to be OSHA compliant;



HELICAL

- Survey (both initial pile layout and any as-built locations) will need to be provided by Others. This includes elevation control so that our crews can cut the piles off at the proper elevation;
- We will need access onsite to park a rack body and tool truck onsite during our scope of work;
- Access to potable water and a location for washing out our grout mixer and grout lines;
- Legal disposal of grout spoils;
- A suitable staging area on site for storing our equipment and materials;
- Headroom above each pile location of at least 7 feet to allow our crew and equipment clear access;
- Any third-party inspection services, if any are required, they should be hired and scheduled by Others; and
- Any testing of materials by Others.

Price and Considerations

Based on the information and assumptions summarized herein, the cost to complete this pile scope of work will be as follows. This includes our design submittal and one mobilization/demobilization. We estimate that the work will take about 2-3 days for the pile installation, including mobilization and demobilization, and 1 day for grouting.

- Mobilization/Demobilization (1):	\$5,000
- MA PE Stamped Design Submittal (1):	\$2,000
- Soils Borings (1 day):	\$4,000
- Install Helical Piles (9 piles at 12 feet each):	\$21,500
- Grouting Foundation Wall (80 bags):	\$7,800

TOTAL: \$40,300

Please note that HELICAL can maintain the quoted price for thirty days. HELICAL may need to revise the quoted price should the project material be ordered more than thirty days after the date of this proposal.

If the subsurface conditions differ than what is assumed requiring additional pile length past the project’s assumed pile lengths of 17-feet, each 5-foot extension will cost \$225. This proposal assumes the work is completed in a single uninterrupted phase; any additional mobilizations required will come at additional cost. If we find that obstructions hinder the installation of helical piles, charges may apply for any redesign or adjustment in piles and pile layout. Our pricing assumes no delays during installation due to survey or site preparation and any delay time incurred by either will be charged at \$600/hr. If additional bags of cement are required beyond 80, each additional bag will be \$40/each. There is no credit if less than 80 bags are used.

Our price assumes the work is performed by our Open Shop crews being compensated at MA Prevailing Wage Rates and that the project is Tax Exempt. We are an Open Shop Contractor. The provided price also assumes a net payment of 30 days from when HELICAL demobilizes from the site, that no bond is required and no retainage that is withheld. This proposal is based on the



HELICAL

assumption that work may be performed between the hours of 6:00 AM and 5:30 PM Monday through Friday. A typical workday is 8 to 9 hours onsite.

We look forward to working with you on this project. Please feel free to contact us with any questions you may have. If you wish to proceed with the installation, please sign and return this letter.

Sincerely,

Dan Wolongevicz, PE

HELICAL DRILLING, INC.

Authorized Signature

(Date)

File: Benefit Street (270) HELICAL Proposal 030823



HELICAL DRILLING, Inc. “Exhibit A”

The following shall be provided/accepted by the General Contractor (GC) or others at no cost to HELICAL and shall supersede any conflicts with any previously negotiated Master Services Agreements and what has been stated within the defined scope of work noted above:

Site Preparation

1. Prior to element installation, any existing buried and/or overhead utilities within/near the proposed work area(s) shall be relocated outside of the work area(s) or pile locations sleeved to below the invert of the utility if below grade utility is within 5-ft of pile. Also, remove any underground obstructions, above ground obstructions, or any other features that prevent element installation. Excavations resulting from the removal of such features shall be backfilled in accordance with Owner’s geotechnical representative in accordance with to project specifications prior to our mobilization. Obstructions include (but are not limited to) underground or above ground concrete, remnant foundations, pipes, tanks, utilities, trees, tree branches, overhead lines, adjacent building overhangs, etc.
2. Prior to element installation, grade the site within six inches of stated Working Platform subgrade elevation. Any backfilling shall be performed in accordance with project specifications as defined by the Owner’s geotechnical representative. Ensure that the site is adequately drained and that a safe, stable Working Platform subgrade is prepared and maintained to allow for continuous movement of our wheeled and tracked construction equipment. Preparation and maintenance of a safe/flat/dry/stable/unfrozen Working Platform may include placement of gravel and/or other means of stabilization. Preparation of a safe Working Platform is the responsibility of the GC and shall be based on the site contractor’s local expertise and consultation with a professional geotechnical representative (as needed).
3. Prior to pile installation, locate the center of all piles using field survey methods within ½-inch accuracy. The GC may need to relocate elements that need to be reconstructed due to obstructions.
4. Provide free and clear site access for HELICAL’s wheeled and tracked equipment and shall keep the site and access ramps (if any) trafficable for equipment. Free and clear access shall include clearances from overhead obstructions such as (but not limited to) proper OSHA clearances from overhead lines. Ramps shall be stable, at least 20 feet wide, and have a maximum 3H:1V incline.
5. If special mast markings (flags, beacons, etc.) are required due to nearby airports, please contact HELICAL immediately for coordination. If conducting a Project Aeronautical Study for the building and/or site cranes, please include the HELICALs rig mast in the applicable FAA forms (such as FAA Form 7460-1). Please contact HELICAL for the anticipated rig mast height.
6. For footing elements, provide HELICAL with bottom of footing elevation at each footing location prior to construction.
7. Provide areas of suitable storage for materials throughout the duration of our scope of work. Suitable staging area shall be defined above in the project specific requirements.
8. Provide HELICAL with all necessary water (including permits, fees, and metering as required) from an adequate source, within 200 feet of the working pad, for dust control, drilling fluid and/or for grouting. The water source shall have a minimum flow rate of 30 gallons per minute.
9. Provide all site work, traffic control, dust control (outside of our drilling operation), and any other project site requirements.
10. Handling, stockpiling, reuse, and/or disposal of excess drill spoils, pile cutoffs and general earthwork are the responsibility of the GC.
11. Provide a dumpster and portable toilet facilities for HELICAL’s use.
12. HELICAL’s crew includes a full-time internal QA/QC person. It is standard practice for the GC or Owner to engage a third-party geotechnical field representative to observe/document element installation.
13. Protection of existing buildings, hardscapes, landscapes, traffic, etc.

Other Exclusions, Requirements, and Clarifications

14. The GC or others shall monitor vibrations at existing structures/utilities as required. If vibration monitoring indicates that HELICAL’s work is causing excessive vibrations, notify HELICAL in writing immediately such that mitigating measures can be implemented. Mitigating measures by HELICAL may require additional cost to the GC.
15. Preconstruction & post construction surveys to evaluate adjacent structures.



16. HELICAL's work does not include settlement platform installation, settlement monitoring, or any other type of geotechnical instrumentation or monitoring. If geotechnical instrumentation or monitoring is required (by HELICAL, our Designer, or others), it shall be performed by others.
17. Unless stated otherwise, a bond is not included in our price. If a bond is required and not stated in HELICAL's proposal, add approximately 1.7% to our price.
18. Unless stated otherwise, our price does not include any special minority or residency requirements.
19. Deviations from the stated project reference information, understanding, and assumptions stated herein may require changes to the project approach and/or pricing.
20. We assume that HELICAL personnel/equipment will not require special equipment, clothing, decontamination procedures, or training associated with working in/on contaminated grounds. If required, such equipment, clothing, procedures, or training shall be provided by the GC, or HELICAL will bill the GC for these additional items. If needed, the GC shall provide hygienists at the site.
21. Subsurface utility clearance shall be performed by others. We assume that the GC will notify DIGSAFE (or local equivalent) prior to HELICAL's mobilization to the site for all preliminary work. We also assume that other site utilities (such as Town/City water and sewer departments) not included on the DIGSAFE ticket will be notified and cleared by the GC prior to HELICAL's mobilization to the site. If conflicts exist between existing utilities and proposed element locations, notify HELICAL immediately. HELICAL will not accept any liability for damage to any buried or concealed utilities. Buried or concealed utilities must be clearly premarked in the field by others prior to commencement of HELICAL's work. Prior to HELICAL's mobilization, we will notify DIGSAFE and obtain our own ticket number, but this does not absolve the GC from resolving utility conflicts as defined herein.
22. HELICAL is responsible for the health and safety of HELICAL personnel only.
23. Any permits and police details shall be obtained by others as needed.
24. ROW/Keolis or other specialize job specific training outside of normal standard OSHA requirements.

Payment and Retainage

25. Payment terms shall be Net 30. Retainage for this project, if any, shall not exceed 5% of the value of the completed work. Such retainage shall be released no later than 4 months after our personnel leave the job site, and the owner accepts the work performed. We deem acceptance of our work once you have started constructing on our elements. If HELICAL has installed a temporary system (i.e. shoring), retainage will be released in full once the need for the temporary system is no longer required.

General Terms / Confidentiality

26. HELICAL's proposal is solely based on providing Open Shop Labor for completing our scope of work. We are an Open Shop Contractor. The completion of our work requires unimpeded access to/from the site for our workers, equipment, subcontractors and suppliers. Any impeded access (such as, but not limited to picketing) shall constitute a changed project condition that will come with delay costs.
27. By accepting this proposal, the GC understands that HELICAL's insurance liability limit (both GL and errors & omissions) will not exceed the final contract of our work or \$1M, whichever is less.
28. HELICAL's indemnification shall only be to the extent caused by our own negligence.
29. If, following Contractor's written acceptance of HELICAL's proposal, the price of HELICAL's materials significantly increases, through no fault of HELICAL, the Subcontract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. As used herein, a significant price increase shall mean any increase in price exceeding 3% experienced by HELICAL from the date of submission of HELICAL's price proposal. HELICAL will provide written notice of such price increase within a reasonable time of learning of such price increase. Where the delivery of material is delayed, through no fault of HELICAL, as a result of the shortage or unavailability of such material, HELICAL shall not be liable for any additional costs or damages associated with such delay(s). The terms of this provision expressly supersede any contrary provisions in the Subcontract, and Contractor acknowledges that its acceptance of this provision is a material inducement to HELICAL's submission of a proposal.
30. By issuing written authorization to proceed (ATP) with a submittal, the GC accepts the terms of HELICAL's proposal and agrees that HELICAL's proposal shall serve as the contract between the GC and HELICAL. The GC and HELICAL may elect to enter into a future contract that supersedes or modifies the terms of HELICAL's proposal, but the failure to do so shall not invalidate the contract formed by the GC's issuance of written ATP with a submittal.
31. HELICAL has provided you this proposal for the scope of work as defined herein, but at this time we have not and shall not review and accept all provided contract terms and conditions of any provided subcontract agreements or



HELICAL

prime contract agreements until formally awarded the project. We shall not deem award acceptance of all such terms by acceptance of this proposed scope of work.

32. This proposal is presented with the assumption that HELICAL will not be subject to liquidated damages.
33. This proposal is only applicable for 30 days based on provided material quotes from suppliers. If award is provided after this time period, HELICAL reserves the right to update our current pricing based on current market rates of materials, equipment, labor, etc.
34. ***This proposal is presented for the purpose of use on this project only and shall not be distributed to others without written consent from HELICAL.***



**Campbell
Construction
Group, LLC**

March 7, 2023
**Brooks Academy Museum Basement Renovation
Town of Harwich**

Proposal Modification: 003

Foundation Waterproofing - Bulletin #4			
Per Bulletin #4, Apply foundation waterproofing basis of design Henry 789 Labor & Materials		\$	2,140.00
	SUB TOTAL	\$	2,140.00
	OH&P 15%	\$	321.00
	BOND 2%	\$	49.22
	TOTAL	\$	2,510.22

Friends of the South Harwich Meetinghouse, Inc.

P.O. Box 786
Harwich, Massachusetts 02645
(508) 364-5223
southharwichmeetinghouse.com

Michael D. MacAskill, Chairman
Harwich Select Board
732 Main Street
Harwich, MA. 02645

May 1, 2023

Members of the Board,

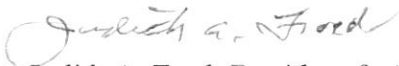
We are respectfully requesting your approval of our upcoming License Agreement renewal between the Town and the Friends of the South Harwich Meetinghouse, expiring June 30, 2023. Enclosed, please find a copy of our previous agreement and an updated copy, with no changes, for your consideration and approval. Also, enclosed is a copy of our current Annual Report filed with the Commonwealth of Massachusetts.

We are pleased to continue maintaining and supporting the Meetinghouse, while developing and producing a fine program of Cultural Arts, Performance, Education and Community Gathering at the Meetinghouse at no cost to the Town.

Please let us know should you have any questions or require any further information. We look forward to continuing to protect and provide a strong future for this historic Harwich treasure, while enriching our Cape Cod community.

Thank you for your much appreciated consideration and continued support for the award-winning historic South Harwich Meetinghouse!

Respectfully Submitted,



Judith A. Ford, President & Artistic Director
Friends of the South Harwich
Meetinghouse, Inc.

LICENSE AGREEMENT
BETWEEN THE TOWN OF HARWICH AND
FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC.

This LICENSE AGREEMENT (hereinafter " License") is executed this _____ day of _____, 2023 by and between the TOWN OF HARWICH, acting by and through its Board of Selectmen (hereinafter referred to as the "TOWN") and FREINDS OF THE SOUTH HARWICH MEETINGHOUSE, INC., a Massachusetts non-profit, tax exempt 501(c)(3) corporation, duly organized and existing under the laws of the Commonwealth of Massachusetts, having an address of P.O. Box 786, Harwich, MA 02645 (hereinafter "LICENSEE").

Whereas, the TOWN is the owner of record of land shown on Town of Harwich Assessor's Map 34 as Parcel N3-1, located on 270 Chatham Road, Harwich, Barnstable County, Massachusetts, by an Order of Taking recorded in the Barnstable County Registry of Deeds in Book 16566, Page 196 (hereinafter "Premises"). Premises is shown on the attached sketch plan;

Whereas, the TOWN has determined that the use of the Premise is to accommodate arts, cultural, historical and educational uses;

Whereas, the TOWN has authorized the Board of Selectmen to enter into use agreements as part of the Harwich Town Charter, on such terms and conditions as it shall deem appropriate;

Whereas the TOWN and the LICENSEE are currently parties to a License Agreement pertaining to the Premises which will expire on June 30, 2023;

Now, Therefore, the TOWN hereby grants such entry and license to use the Premises to the LICENSEE, subject to the following terms and conditions:

SECTION ONE

PURPOSE AND USE

Entry and use are limited to the so-called South Harwich Meetinghouse (the "Meetinghouse") located on said Premises and containing 1,689.82 square feet, more or less, and such additional portions of the Premises as is necessary to carry out the Plan and Program as hereinafter defined.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees and licensees, solely for the purposes of carrying out the restoration and preservation of the Meetinghouse, per the Commissioned Historic Structure Report dated May 7, 2004 (the "Report"), which plan of restoration and preservation shall be referred to as (the "Plan"), and the operation of a cultural arts, education and community use program (the "Program") upon completion of the restoration process. The Program will include events sponsored and/or conducted by the LICENSEE to raise funds for the benefit of the LICENSEE in order to support its mission of maintaining the Meetinghouse and

conducting the Program. The Program will also include Community Use of the Meetinghouse for events not sponsored or conducted by the LICENSEE which events shall be subject to a User Agreement and overseen by the LICENSEE. All fees charged for Community Use events shall be paid directly to the LICENSEE and used for maintenance and operation of the Meetinghouse and the Program. A copy of the User Agreement and Guidelines are attached hereto as Exhibit A. It is anticipated that Community Use events will comprise the primary use of the Meetinghouse. During the term of this License Agreement and any extension thereof, the LICENSEE shall, on or before June 1, annually file with the Town a report pertaining to the Community Use of the Meetinghouse for the previous 12 month period. (the Annual Report). Upon review of the Annual Report, and discussion with the LICENSEE, the Town may make adjustments to the Community Use provisions set forth herein as it deems appropriate.

SECTION TWO

TERM

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees and licensees, shall be exercised from the date of the issuance of an Occupancy Permit for the Meetinghouse and shall continue until **June 30th, 2028**, unless sooner terminated in accordance with the provisions of Section Eleven. Such entry and use shall be further limited by the provisions of Section Nine. The LICENSEE expressly agrees to maintain the Meetinghouse as consistent with its use and purposes and to return the Meetinghouse in broom clean condition upon the termination of the rights granted hereunder. The License term may be extended by written agreement of the parties. Upon commencement of the term hereof the existing License Agreement between the parties shall be deemed to be terminated and superseded by this Agreement.

SECTION THREE

CONSIDERATION

The consideration for this License shall be \$1.00 and the payment, by the LICENSEE of all costs and expenses associated with the exercise of the rights granted hereunder including all expenses relating to the operation of the Meetinghouse and the Program (the Expenses), together with the observation and performance by the LICENSEE of all the obligations and covenants set forth within the agreement to the reasonable satisfaction of the Town.

SECTION FOUR

IMPROVEMENTS

- a. The LICENSEE may make structural or non-structural alteration to the Premises provided, however, that the LICENSEE shall first obtain the TOWN's prior written consent thereto. All such allowed alterations or additions shall be at LICENSEE's expense, and shall be done in compliance with the Plan. LICENSEE shall not permit any mechanic's liens or similar liens to remain upon the Premises for

labor and materials furnished to LICENSEE in connection with work of any character performed at the direction of the LICENSEE and shall cause any such lien to be released of record without cost to the Town.

- b. The LICENSEE shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirement of insurers, employing new materials or prime quality and shall defend, hold harmless, exonerate and indemnify the TOWN from all injury, loss or damage to any person or property occasioned by such work. The LICENSEE agrees to employ responsible contractors for such work and shall require such contractors to carry policies of insurance as specified in Section Five INSURANCE.
- c. All structural alterations and additions made by LICENSEE shall become the exclusive property of the TOWN upon completion. All non-structural alterations and additional made by LICENSEE shall remain the exclusive property of the LICENSEE. The LICENSEE may, at any time, at its sole option, remove an such non-structural alterations of additions and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only accepted.
- d. The LICENSEE shall meet with the Board of Selectmen, at least annually, to report on the progress and implementation of the Plan and any approved Programs.

SECTION FIVE

INSURANCE

The LICENSEE shall maintain the following insurance:

- Type of insurance: General Liability
- Coverage: bodily injury and property damage liability
- Limits: not less than \$1,000,000.00 per occurrence
- Town to be named as an additional insured

Prior to entering upon the Premises, and thereafter on or before January 1 of each year of the term of this License, LICENSEE shall provide the TOWN with a Certificate of Insurance complying with the foregoing provisions and showing the TOWN as an additional insured on the policy. LICENSEE shall require the insurer to give at least ten (1) days written notice of termination, reduction or cancellation of the policy to the TOWN.

All contractors performing work on behalf of the LICENSEE at the Premises must maintain the following forms of insurance:

- workers compensation as required by law

- general liability for bodily injury and property damage with a limit of not less than \$1,000,000.00 per occurrence
- automobile bodily injury and property damage liability with limits of not less than \$1,000,000.00 per occurrence
- depending on extent of restoration or preservation, builders risk for completed value may be required of the contractor at the discretion of the Board of Selectmen
- TOWN to be named as additional insured under general liability, automobile and, if applicable, builders risk policies

The LICENSEE shall provide the TOWN with copies of the contractor's Certificates of Insurance evidence such coverage prior to commencement of construction and during the continuance of such work, and copies of any approvals, including any building permits necessary or obtained to conduct said construction.

The TOWN shall continue to insure the Meetinghouse building against direct physical damage and for its own liability at the Premises. The cost of such insurance shall be considered an Expense pursuant to Section Three requiring the LICENSEE to reimburse the Town for same.

SECTION SIX

INDEMNIFICATION

LICENSEE agrees to release, indemnify, defend, and hold harmless the TOWN from and against any and all claims, demands, suits, actions, costs, judgments whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the TOWN by reason of any failure on the part of the LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE under this Agreement.

SECTION SEVEN

RISK OF LOSS

LICENSEE agrees that is shall use and occupy the Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the Premises pursuant to the License.

SECTION EIGHT

CONDITION OF THE PREMISES

LICENSEE acknowledges and agrees that it accepts the Premises in "AS IS" condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the Premises.

SECTION NINE

CONDUCT

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself in accordance with the terms and conditions of this License Agreement and observe and obey applicable laws, statutes, ordinances, regulations, and permitting or licensing requirements.

All improvements constructed on the Premises shall be in accordance with the Plan as clarified herein.

SECTION TEN

LIMITATION OF LIABILITY

Notwithstanding anything else contained herein to the contrary, the TOWN agrees not to hold liable the LICENSEE, or any executive, director and volunteer worker while performing duties related to the conduct of the corporation's business as permitted by this License Agreement, beyond the amounts of insurance required pursuant to Section Five INSURANCE.

SECTION ELEVEN

TERMINATION and REVOCATION

This license shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date state within said notice.

In the event that this license is terminated by revocation of either party pursuant to this section, then the LICENSEE, at its own expense, shall remove all its personal property from the Premises and deliver the Premise in broom clean condition, reasonable wear and tear excepted. This obligation shall survive the termination of this License.

SECTION TWELVE

MODIFICATION and AMENDMENTS

Modification or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

SECTION THIRTEEN

NOTICE

For the purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town:	Board of Selectmen Town Hall 732 Main Street Harwich, MA 02645	Licensee:	President Friends of the South Harwich Meetinghouse, Inc. P.O. Box 786 Harwich, MA 02645
-------	---	-----------	--

SECTION FOURTEEN

NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the Premises, but only the limited right of possession as hereinabove stated.

SECTION FIFTEEN

EXHIBITS and ATTACHMENTS

Any and all reports, exhibits, and attachments referenced herein or attached hereto, are duly incorporated within this agreement.

SECTION SIXTEEN

SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the property affected hereby shall survive the termination of this License.

IN WITNESS WHEREOF, the parties hereto have caused the License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives on the date first indicated above.

TOWN OF HARWICH
By its Board of Selectmen:

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.:

Michael D. MacAskill, Chairman

Judith A. Ford, President

Donald F. Howell

Marla Menzies, Clerk

Julie E. Kavanagh

Larry G. Ballantine

Mary E, Anderson

LICENSE AGREEMENT
BETWEEN THE TOWN OF HARWICH AND
FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC.

This LICENSE AGREEMENT (hereinafter " License") is executed this 4th day of December, 2017 by and between the TOWN OF HARWICH, acting by and through its Board of Selectmen (hereinafter referred to as the "TOWN") and FREINDS OF THE SOUTH HARWICH MEETINGHOUSE, INC., a Massachusetts non-profit, tax exempt 501(c)(3) corporation, duly organized and existing under the laws of the Commonwealth of Massachusetts, having an address of P.O. Box 786, Harwich, MA 02645 (hereinafter "LICENSEE").

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Whereas the TOWN and the LICENSEE are currently parties to a License Agreement pertaining to the Premises which will expire on June 30, 2018;

Now, Therefore, the TOWN hereby grants such entry and license to use the Premises to the LICENSEE, subject to the following terms and conditions:

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PURPOSE AND USE

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Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees and licensees, solely for the purposes of carrying out the restoration and preservation of the Meetinghouse, per the Commissioned Historic Structure Report dated May 7, 2004 (the "Report"), which plan of restoration and preservation shall be referred to as (the "Plan"), and the operation of a cultural arts, education and community use program (the "Program") upon completion of the restoration process. The Program will include events sponsored and/or conducted by the LICENSEE to raise funds for the benefit of the LICENSEE in order to support its mission of maintaining the Meetinghouse and

conducting the Program. The Program will also include Community Use of the Meetinghouse for events not sponsored or conducted by the LICENSEE which events shall be subject to a User Agreement and overseen by the LICENSEE. All fees charged for Community Use events shall be paid directly to the LICENSEE and used for maintenance and operation of the Meetinghouse and the Program. A copy of the User Agreement and Guidelines are attached hereto as Exhibit A. It is anticipated that Community Use events will comprise the primary use of the Meetinghouse. During the term of this License Agreement and any extension thereof, the LICENSEE shall, on or before June 1, annually file with the Town a report pertaining to the Community Use of the Meetinghouse for the previous 12 month period. (the Annual Report). Upon review of the Annual Report, and discussion with the LICENSEE, the Town may make adjustments to the Community Use provisions set forth herein as it deems appropriate.

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CONSIDERATION

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- a. The LICENSEE may make structural or non-structural alteration to the Premises provided, however, that the LICENSEE shall first obtain the TOWN's prior written consent thereto. All such allowed alterations or additions shall be at LICENSEE's expense, and shall be done in compliance with the Plan. LICENSEE shall not permit any mechanic's liens or similar liens to remain upon the Premises for

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INSURANCE

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- Type of insurance: General Liability
- Coverage: bodily injury and property damage liability
- Limits: not less than \$1,000,000.00 per occurrence
- Town to be named as an additional insured

Prior to entering upon the Premises, and thereafter on or before January 1 of each year of the term of this License, LICENSEE shall provide the TOWN with a Certificate of Insurance complying with the foregoing provisions and showing the TOWN as an additional insured on the policy. LICENSEE shall require the insurer to give at least ten (1) days written notice of termination, reduction or cancellation of the policy to the TOWN.

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RISK OF LOSS

LICENSEE agrees that it shall use and occupy the Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the Premises pursuant to the License.

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CONDITION OF THE PREMISES

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SECTION ELEVEN

TERMINATION and REVOCATION

This license shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date state within said notice.

In the event that this license is terminated by revocation of either party pursuant to this section, then the LICENSEE, at its own expense, shall remove all its personal property from the Premises and deliver the Premise in broom clean condition, reasonable wear and tear excepted. This obligation shall survive the termination of this License.

SECTION TWELVE

MODIFICATION and AMENDMENTS

Modification or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

SECTION THIRTEEN

NOTICE

For the purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town:	Board of Selectmen Town Hall 732 Main Street Harwich, MA 02645	Licensee:	President Friends of the South Harwich Meetinghouse, Inc. P.O. Box 786 Harwich, MA 02645
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SECTION FOURTEEN

NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the Premises, but only the limited right of possession as hereinabove stated.

SECTION FIFTEEN

EXHIBITS and ATTACHMENTS

Any and all reports, exhibits, and attachments referenced herein or attached hereto, are duly incorporated within this agreement.

SECTION SIXTEEN

SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the property affected hereby shall survive the termination of this License.

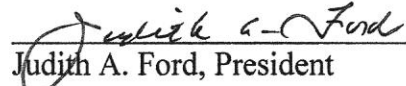
IN WITNESS WHEREOF, the parties hereto have caused the License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives on the date first indicated above.

TOWN OF HARWICH
By its Board of Selectmen:

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.:



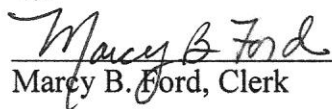
Michael D. MacAskill, Chairman



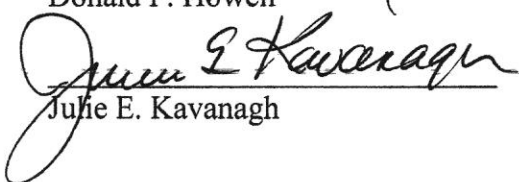
Judith A. Ford, President



Donald F. Howell

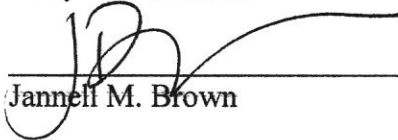


Marcy B. Ford, Clerk



Julie E. Kavanagh

Larry G. Ballantine



Jannell M. Brown

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Board of Selectmen
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Tighe & Bond, LLC

Date: May 15, 2023

This memo corresponds with *Contracts D: Approve a contract with Tighe & Bond in the amount of \$199,000 to update the Local Comprehensive Plan.*

A Request for Proposals from qualified consultant firms was posted in the Cape Cod Chronicle on March 16, 2023. The request was also posted in the Goods and services Bulletin, Central Register, Combuys and the Town Website.

Proposals were due by April 13, 2023 and only one was received from Tighe & Bond, LLC. After reviewing the merits of the proposal, it was found to be responsive and responsible, encompassing all aspects of the request. The price proposal was opened after review of the technical specifications revealing a price of \$199,000.00.

Funding for this plan is made available through a 2019 Annual Town Meeting vote of article #27 appropriating \$200,000.

I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Paul Halkiotis

DEPARTMENT: Planning & Community Development

FUNDING SOURCE: Town Meeting Appropriation 2022

Appropriated amount: \$200.000

Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

Request for Proposals

PURCHASE DESCRIPTION:

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

The RFP is for consulting services to update the Local Comprehensive Plan.

Please note that the plan will include a chapter on Openspace & Recreation that will comply with State DCR's requirements ffor certification.

In addition, the plan will include a chapter on Housing that will comply with the State DHCD's requirements for a certified Housing Production Plan.

I would like to discuss the pros and con's of that approach.

The project is antisipated to take 1-2 years to complete.

The deliverables are listed in the RFP.

ATM19 #27
01175A2-619027
UPDATE LPC

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Wendy Tulloch Account # _____
DocuSigned by: D4BBAA4188474E3...

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

Attachment D
AGREEMENT WITH TOWN OF HARWICH

The following provisions shall constitute an Agreement (the “Agreement” or “Contract”) between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Tighe & Bond, Inc., with its corporate address of 53 Southampton Rd., Westfield, MA 01085, hereinafter referred to as "Contractor", effective as of the 15th day of May, 2023. As used in this Agreement, the term “Contractor” is utilized for convenience purposes only; Tighe & Bond, Inc. is hereby defined as Consultant or Engineer throughout. 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 a Local Comprehensive Plan, including the scope of services in accordance with the Cover Letter, Project Understanding and Approach, and the Scope of Services and Deliverables sections of Tighe & Bond, Inc.’s proposal dated April 13, 2023, attached hereto as Attachment A. In providing services, Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing May 15, 2023 through December 31, 2024, unless amended, in writing, at the mutual discretion of the parties, or terminated earlier pursuant to the terms hereof.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract lump sum of \$199,000. The Contractor shall submit monthly invoices to the Town based on percentage complete for services rendered during the previous month, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

In the event of conflicting provisions, the provisions of this Agreement 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 work completed prior to the termination date in accordance with this Agreement. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

General Liability: The Contractor shall defend, indemnify and hold harmless the Town and its officers, and all employees from and against claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the extent the

same relate to matters of general commercial liability, when such claims, damages, losses and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the Contractor or its employees, agents, subconsultants or representatives. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

Professional Liability: Further, the Contractor shall indemnify and hold harmless the Town and its officers, and all employees from and against claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the Contractor's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, errors or omissions of the Contractor or its employees, agents, subconsultants or representatives.

Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

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 in effect at the time the services are rendered.

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 for any property damage or bodily injury caused by it, any of its subconsultants, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subconsultants 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 and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of \$1,000,000 Occurrence/\$1,000,000 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 \$1,000,000 Combined Single Limit. 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) N/A
- 5) N/A.
- 6) Umbrella Liability of \$1,000,000/ occurrence, \$1,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of \$1,000,000/claim, \$1,000,000 aggregate.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured by

way of blanket additional insured endorsement (excluding policies for Professional Liability and Workers' Compensation) and which include a thirty day notice of any material amendment or cancellation to the Town.

Risk Allocation – To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Contractor to the Town and anyone claiming by or through the Town, for any and claims, losses, costs or damages, of any nature whatsoever, will be limited to an aggregate sum not to exceed \$1,000,000. Neither Town nor Contractor shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Schedule – The Town agrees that the Contractor is not responsible for damages arising directly or indirectly from any delays for causes beyond the Contractor's reasonable control. For purposes of this Agreement, such causes include, without limitation, severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; or failure of any government agency to act in a timely manner. The Contractor's schedule includes reasonable allowances for review and approval times required by the Town, performance of services by the Town's Contractor's, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by Town, or for delays or other causes beyond the Contractor's control.

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.

ARTICLE 16: WORK PRODUCTS:

One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Contractor shall become the property of the Town upon payment in full therefore to the Contractor. Ownership of stamped drawings and specifications shall not include the Contractor's certification or stamp. Any re-use of such documents without the Contractor's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Contractor or to the Contractor's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as an act in derogation of the Contractor's rights under this Agreement.

ARTICLE 17: EXCLUDED SERVICES:

The following services are hereby excluded from this Agreement and will require additional provisions prior to any amendment or authorization for additional services:

- Design
- Permitting
- Subsurface Investigations
- Construction Phase Services
- Environmental, Hazardous Materials or other environmental investigations

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Joseph P. Viamari, Jr. Tighe & Bond, Inc.

488325FE66CD4F6...
Joseph P. Viamari, Jr. Senior Vice President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Under \$75,000

DocuSigned by:

Barbara Bjornson (\$ 199,000)
Finance Director Contract Sum

Town Administrator

Project Understanding

Integrated Approach to LCP Development

We understand that the Town is seeking to complete an update to the Town's Housing Production Plan (HPP) and Open Space and Recreation Plan (OSRP) concurrently with the update to the LCP. Tighe & Bond will complete the LCP and OSRP updates using in-house technical specialists, with Karen Sunnarborg as our sub-consultant for the HPP update. We have prepared a schedule/timeline that will allow for a streamlined and coordinated process among the three plans, including required GIS mapping, visioning and goal setting, and development of implementation strategies.

Public Participation Strategy is Key

We recognize that the Town desires extensive community involvement and public participation throughout development of the LCP update. We offer an approach that is both creative and flexible using a combination of print, digital, online, and in-person events as desired by the LPC. The approach must be creative to give the Town the best options while being cognizant of the availability of Town Staff and other resources. The approach must also be flexible to accommodate the needs of the Town for sufficient stakeholder and public input to ensure that the LCP is adopted at Town Meeting. We will draw on our team's extensive experience with LCPs and other projects completed on Cape Cod and elsewhere throughout the Northeast to develop an effective community engagement strategy for the LCP.

Update LCP to Reflect Changing Conditions and Priorities

We understand the Town is seeking to undertake a comprehensive update to its 2011 LCP to address a range of issues facing the Town, such as housing, capital infrastructure planning, land use, and environmental protection, and to produce a living document that will inform the direction of Town administration and services as well as policy direction to local boards and committees.

The Town has invested substantial effort and resources in completing plans to support development of an updated LCP, including the 2020 Municipal Vulnerability Preparedness (MVP) Summary of Findings, 2017 Hazard Mitigation Plan, and the Harwich Comprehensive Wastewater Management Plan. Tighe & Bond will help the Town capitalize on previous efforts and build upon the momentum already achieved through an equally robust, creative, and flexible planning process.

Cape Cod Commission Certification is a Goal of the Planning Effort

We understand that one of the Town's goals is for the LCP to be certified as consistent with the Commission's 2018 Regional Policy Plan (RPP) and the Goals of the Act. It is therefore critical that the Town's consultant have not only sufficient comprehensive planning experience, but also the expertise and understanding of the Commission's regulations and certification process to seamlessly guide the Town to a certified LCP within the allowed budget and time constraints.

Tighe & Bond is Uniquely Qualified to Assist the Town

Led by Principal Planner Sharon Rooney, AICP, Tighe & Bond is uniquely qualified to guide the Town in completing an LCP that meets the needs of the Town and the Commission's requirements for certification. As co-author of the 2018 Regional Policy Plan and the 2019 Cape Cod Commission Local Comprehensive Planning Regulations, Ms. Rooney has an in-depth understanding of the requirements for Cape Cod communities to achieve a certified LCP, and unmatched comprehensive planning experience specific to Cape Cod. Having worked with Cape Cod communities for over 30 years, including the Town of Harwich, she is familiar with the Town's community assets and needs. Our team also includes planners, GIS staff, and landscape architects with extensive experience in

public facilitation, community outreach, and data visualization that will be valuable as we create an LCP that is visually appealing and easily accessible to the LCP committee, community stakeholders, and the public at large.

Project Approach

Tighe & Bond, in partnership with the LPC, Town Staff, and others will develop the LCP to accomplish the following:

Update Town Data to Support Development of Community Vision

Based on available State, Town, and/or regional data, Tighe & Bond will characterize existing conditions in the Town. Existing conditions data will include but not be limited to:

- Demographics and population
- Existing land use and zoning, including overlay districts
- Historic and recent development trends
- Natural resources and open space
- Water resources, including groundwater, surface water, and marine embayments
- Coastal assets and vulnerabilities
- Housing data
- Environmental, cultural, and historic resources and assets
- Built infrastructure and assets, including existing and planned transportation, bicycle and pedestrian amenities, public water, and sewer
- Economic data including top employment sectors and median household income

Existing conditions data will be summarized in report format with GIS maps and informational graphics that help to convey existing conditions and key findings to the public in a user-friendly format.

Define a Vision Statement for the Town

Understanding the importance of public engagement for the LCP effort, our scope of services includes a multi-pronged approach to community engagement with in-person, online, and/or virtual events to provide broad outreach to both seasonal and year-round residents, visitors, businesses, social groups, and other organizations and to enable issue identification, craft an overall LCP Vision Statement and growth policy, develop community goals, and facilitate public review of the draft and final LCP documents. Our menu of approaches can be customized to suit the needs of the Town.

We will work with the LPC and Director of Planning & Community Development early in the planning process to prepare for and facilitate community workshops to develop the LCP Vision Statement. Visioning workshops will be coordinated with similar efforts for the HPP and/or OSRP to allow for combined workshops and/or breakout groups where possible. Additional targeted outreach efforts are planned during the preparation of the housing and open space plans. Similar to our approach to the presentation of existing conditions data, our proposal includes a graphically oriented approach using GIS maps and photos during workshops to support the development of a Vision Statement and Growth Policy for the Town. In addition to in-person workshops, we propose the development of the following to engage the community in defining the vision for the Town:

- Distribution of an online community survey using Survey123 or other format hosted on the Town's website.
- Development of an ArcGIS Story Map hosted on the Town's website that can also be available at various public venues such as libraries, schools, and community centers.

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- Data dashboard illustrating existing conditions.

As part of the engagement process, we recommend a dedicated webpage for the LCP effort on the Town's website where public input can be solicited using ArcGIS-based tools. ArcGIS Online Survey123 is a customizable web-based application that allows users to enter information, attach documents/photos, and drop points on a map. Results can be exported to a table or PDF report and summarized in a Dashboard.

Our scope assumes that visioning workshops will be in-person events. We are also able to conduct virtual meetings as desired by the Town. The Tighe & Bond team would participate and/or facilitate these events as directed by the Town and prepare survey content as well as the graphics and displays for these events.

As we develop written and graphic material throughout the visioning process, we will focus on providing materials that are easily understood and graphically based. We will work with the Town to provide frequent updates and information to allow access to materials on the Town website for those not able to attend public meetings or live events.

Coordinate Land Use Policy and Infrastructure Development

Our project team includes experts in wastewater, water supply, and transportation infrastructure planning and engineering to assist the LPC in coordinating the development of the future vision, goals, and policies concerning wastewater treatment, housing production, and economic development, as well as capital facilities planning, which is a required component of the LCP for CCC certification.

Integrate Climate Resiliency

Tighe & Bond will incorporate data from the Town's Municipal Vulnerability Preparedness Summary of Findings and 2017 Hazard Mitigation Plan into existing conditions summaries to provide an overview of existing climate-related conditions in Harwich that will be used to develop the Community Vision, goals, and LCP actions.

Scope of Services and Deliverables

Tighe & Bond, in partnership with the LPC and Town Staff, will complete an LCP that expresses the shared values of the community for future growth and development and resource protection,; and provides the Town with a Vision that will help shape long-term land use policy and infrastructure planning for the Town.

Our scope is designed to deliver the following key priorities identified in the RFP:

- Prepare a Vision Statement that expresses the shared values of the community
- Complete an inventory and assessment of existing conditions and trends
- Identify and define planning and land use goals
- Prepare a capital facilities plan that aligns with LCP goals and actions
- Planning for the development of low- and moderate-income housing consistent with local needs
- Develop and implement an effective public outreach and engagement plan
- Prepare a targeted action plan and implementation schedule
- Satisfy the requirements of the CCC for certification of the LCP

The following tasks are designed to achieve these key priorities.

Task 1: Existing Conditions Analysis

The following tasks will provide the Town with a basic inventory and overview of existing assets/conditions to help inform the development of a Community Vision and policies for future growth, development, and resource protection in the Town.

Task 1A. Gather/Review Existing Documents/Data

Tighe & Bond will gather and review existing Town and regional documents with background information for development of the Harwich LCP update, including the 2011 LCP, 2017 Hazard Mitigation Plan, Comprehensive Wastewater Management Plan, and 2020 Municipal Vulnerability Preparedness (MVP) Program Summary of Findings. Tighe & Bond will utilize available Assessor's data and available MassGIS/regional and U.S. census data as appropriate to develop existing conditions summary documents as noted below in Task 1B.

Task 1B. Update Existing Conditions Inventory

The LCP Regulations require that the LCP include a basic inventory and overview of existing assets/conditions to guide the LCP's discussion about future growth, development, and resource protection in the Town. Utilizing resources and data compiled in Task 1A above, Tighe & Bond will prepare draft LCP existing conditions summaries for review and comment by the LPC, Town Staff, and CCC Staff. Based on comments received, Tighe & Bond will prepare one round of revisions to the existing conditions summaries.

Upon completion of an initial round of comments on draft existing conditions summaries, Tighe & Bond will prepare a final draft existing conditions report with informational graphics, text, and imagery for inclusion in the draft LCP document. Tighe & Bond will work with Town Staff to incorporate the updated existing conditions data into an ArcGIS story map hosted on the Town's website that provides easily understood maps and narrative that can be updated throughout the Visioning process.

Task 1C. Prepare GIS Resource Maps/ArcGIS Story Map

Tighe & Bond will prepare up to five (5) GIS existing conditions resource maps for inclusion in the draft LCP, including Existing Land Use, Water Resources, Coastal Resources, Protected Open Space, and Historic Resources. Tighe & Bond will also develop content for an ArcGIS storymap describing existing conditions for review by the Harwich Director of Planning and Community Development. Based on comments received, Tighe & Bond will complete a final ArcGIS story map for posting on the Town's website.

Task 1 Deliverables:

- Outline of required LCP elements with available data sources.
- Draft existing conditions summaries in Microsoft Word and PDF format with informational graphics, text, and imagery.
- Up to five (5) existing conditions maps in PDF format and Web map viewer, including land use, coastal resources, water resources, open space, transportation, and circulation for inclusion in the final LCP.
- ArcGIS storymap of background on LCP effort and existing conditions information.

Assumptions: Town Staff will assist with providing local/regional reports and data as needed and post materials to the Town website.

Task 2: Develop LCP Vision and Goals

The LCP is required to include a Vision Statement that expresses the shared values of the community for future growth, development, and resource protection. The LCP should also describe how the vision aligns with and supports the regional vision articulated in the Growth Policy of the Regional Policy Plan (RPP), with consideration given to the Cape Cod Placetypes concept identified in the RPP. The LCP is also required to identify planning and land use goals that are consistent with those contained in the RPP.

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Tighe & Bond will assist the LPC in developing a Community Vision Statement as needed and identifying LCP Goals by completing the following tasks.

Task 2A. Community Survey

Tighe & Bond will work with the LPC and Town Staff to prepare a brief (approximately 15 - 20 questions) community survey for distribution by the Town focused on the Community Vision and goals for the LCP. At the discretion of the Town, Tighe & Bond can incorporate questions concerning housing and open space into the community survey as opposed to three separate surveys running concurrently.

Tighe & Bond will work with the Harwich Director of Planning and Community Development to analyze results from the survey. Tighe & Bond will provide a PowerPoint presentation, informational graphics, and text to incorporate into the LCP as appropriate.

Task 2B. Community Visioning & Growth Policy

Tighe & Bond will utilize the 2011 LCP Vision Statement as a starting point for the development of a Community Vision and Growth Policy for the updated LCP. Summary data, graphics, and mapping from the existing conditions summaries will also be used to develop up to two (2) presentation boards to identify and visualize key characteristics of the Town, growth projections, and resource constraints to help inform the discussion of a draft Vision Statement and Growth Policy.

Tighe & Bond will prepare for and facilitate up to two (2) public workshops to help formulate a Community Vision for the LCP. Community workshops will be in an interactive format using the maps and illustrations described above to guide discussion of Harwich's vision and community goals. Tighe & Bond will prepare a draft Vision Statement based on community input for review by the LPC and Town Staff. Based on the comments received, Tighe & Bond will revise the draft Vision Statement for inclusion in the draft LCP.

Task 2C. Development of LCP Goals

Tighe & Bond will prepare a spreadsheet with the 2011 LCP goals for review and discussion by the LPC. Tighe & Bond will participate in up to four (4) LPC meetings to review draft LCP goals. Tighe & Bond will prepare for and facilitate up to two (2) public workshops during the development of LCP goals. Based on results from the community survey (including Open Space and Recreation Plan and Housing Plan surveys), community workshops, and input from the LPC at monthly meetings, Tighe & Bond will develop draft goals and policies for inclusion in the draft LCP. The ArcGIS Story Map will be updated upon completion of the draft vision and goals.

Task 2 Deliverables:

- Two (2) posters with graphic content/photos/maps of Town-wide resource maps and displays for public workshops.
- Goal comparison spreadsheet.
- Draft online community survey questions, survey analysis, and results in a summary report.
- Draft LCP Vision Statement.
- Draft LCP goals.
- Draft agendas for public workshops.

Assumptions: Coordination, publicity, final agenda, and meeting arrangements will be provided by Town Staff. Town Staff will be responsible for the administration and distribution of the community survey.

Task 3: Housing Production Plan (HPP)

The 2019 LCP Regulations require the inclusion of a housing plan that outlines how the Town proposes to provide for the development of fair, low-, and moderate-income affordable housing consistent with local needs, including an

analysis of housing needs and proposed local housing supply targets. The following tasks are included in the preparation of the HPP and describe how the HPP will interface with the development of the LCP.

Task 3A: Initial “Kick-off” Meeting and Start-up

Karen Sunnarborg Consulting (KSC) will attend an initial kick-off meeting as part of the LCP consultant team. Additionally, KSC will conduct a separate meeting with members of the Harwich Housing Committee to obtain early input on current thoughts regarding local housing priorities, development and regulatory opportunities, and key housing stakeholders to interview, and to obtain recent documents that might be helpful in preparing the HPP. This task will provide support in planning and participation in the LCP “kick-off” meeting.

Task 3B: Background Research and Information Gathering

KSC will collect information on existing conditions and analyze ramifications for housing affordability. The primary sources will include but not be limited to the following:

Demographic/Economic Information

- Updated demographic, economic, and housing data from the 2020 U.S. Decennial Census as well as the most recent American Community Survey Five-Year census estimates.
- Updated population figures from Town Clerk records.
- Population projections from several sources, including the Regional Housing Market Analysis conducted by the Cape Cod Commission and Barnstable County, Metropolitan Area Planning Council (MAPC), and the University of Massachusetts Donahue Institute.
- Updated school enrollment data and capacity issues.
- Current workforce and wage information.
- Housing information.
- Information from the Town Assessor on the current value of residential property to analyze the range of housing.
- Values by housing type.
- Building permit information on the number of new dwellings by year and type since 2020.
- Data regarding wait lists and wait times for affordable units in Town.
- Types of housing inquiries and housing-related issues from the Council on Aging.
- Latest report on the Subsidized Housing Inventory (SHI).
- Data on foreclosures.
- Multiple Listing Service data for properties that have sold within the last year.
- Most recent median house and condo prices
- Home and apartment listings in local and regional papers and the Internet (e.g., Craigslist, Zillow.com, Trulia.com, apartments.com, etc.).
- Data on cost burdens by tenure, income, and type of household.
- Recent Concord Group report on the housing market and economic development issues prepared for the Housing Assistance Corporation (HAC).

While focused on specific information for Harwich, data collection will also provide a comparative analysis of major regional trends, including specific data on nearby communities. The task will also involve interviews with key local stakeholders, such as the Harwich Housing Authority and Council on Aging, representatives of key Town boards

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and committees, plus any other suggestions identified as part of the initial meeting under Task 3A. The collected data will be provided in support of other components of the LCP.

Task 3C: Draft Housing Production Plan (HPP)

Preparation of the HPP will involve the following important components:

Executive Summary and Appendices

An Executive Summary will be prepared that includes the key takeaways from the HPP, drafted as sections are completed. Additional information can be provided in the Appendices, such as a summary of local and regional housing entities, a Glossary of Terms, and a Summary of Housing Regulations and Resources, if determined to be helpful.

Housing Needs Assessment

The updated Housing Needs Assessment will be the first major section of the Plan to be completed. It will involve the presentation and analysis of demographic, economic, and housing characteristics and trends that will provide the basis for determining priority local needs and ultimately strategies to address those needs. Additionally, this analysis will include a required section on the challenges of producing affordable housing, also providing mitigation measures to support the development and accommodate projected housing growth.

Housing Production Goals

As required by the state, the HPP will also include annual housing production goals equal to at least 0.5% of Harwich's year-round housing stock or likely about 29 units (0.5% of 10,485 total units per the 2020 Decennial census minus 4,639 seasonal or occasional units per 2020 American Community Survey 5-Year Estimates for 2016-2020 for a total year-round figure of 5,846 units). DHCD will be sending information to confirm the year-round figure. These goals will identify a mix of needs based on the Housing Needs Assessment as well as varying housing types and strategies to address the range of needs.

Housing Strategies

State Housing Production provisions also require that five categories of strategies must be addressed in the Plan, and the Plan's proposed actions must ensure compliance with these categories. The identified housing strategies will be informed by a variety of sources including the previous 2008 and 2015 Housing Production Plans completed by Karen Sunnarborg, approaches for producing affordable housing that have worked in Harwich and other comparable communities, input from the Housing Committee, Town staff, other local leaders and housing stakeholders, as well as community residents, community meetings and other reports, studies or documents that can be helpful. The Housing Needs Assessment should be completed ahead of the "visioning workshop" that will be held for the LCP.

Updated information from various sections of the LCP will be helpful in preparing the HPP section on Challenges to Producing Affordable Housing, particularly in reference to infrastructure, environmental concerns, land use, and transportation. In turn, data analysis from the HPP will provide important guidance regarding recommendations as part of other LCP sections.

Task 3D. Meetings/Presentation of Draft Housing Production Plan

KSD will facilitate meetings to present the Plan, obtain feedback, and secure approvals. In addition to the initial "kick-off" meetings included under Task 3A, the following additional meetings with respect to the HPP will be completed:

- Participation in the "visioning session" that will obtain early input into the LCP related to all sections.
- Meeting with the Housing Committee and other appropriate parties to discuss the draft Housing Needs Assessment, the first major component of the updated HPP.

- A Community Housing Workshop to present the findings of the Housing Needs Assessment and facilitate small breakout group discussions regarding local housing needs and strategies to address these needs. In addition to a PowerPoint presentation, an agenda and instructions for the breakout groups will be prepared. This meeting could alternatively be folded into the LCP “visioning session” noted above.
- Meeting with the Housing Committee to discuss the remaining draft sections of the HPP, particularly the housing goals and strategies.
- A community meeting to present the draft HPP and obtain further feedback. This meeting would include a PowerPoint presentation of the key takeaways from the draft HPP. Based on Town preferences, this meeting can be conducted as a housing-specific public forum or combined with a meeting to present early recommendations from other sections of the LCP as well. This can be accomplished within 11 months following the start date.
- Support in presenting the Plan to Board of Selectmen and Planning Board for further review and obtaining approvals, which are prerequisites to submitting the HPP to the state. Some towns have effectively held joint Planning Board and Board of Selectmen meetings to focus on the HPP, which might also be combined with the public meeting noted above, once again based on Town preferences.

Task 3E. Finalize Plan

KSD will finalize the HPP based on comments and provide instructions for submitting the Plan to DHCD.

Task 3 Deliverables:

- Meeting Notes, list of available documents, interview questions.
- Draft and Final Housing Needs Assessment.
- Draft and Final Housing Production Plan.

Task 4: Open Space and Recreation Plan Update

The following tasks will be completed for the development of an OSRP for approval by Division of Conservation Services (DCS), incorporating the public in the process.

Task 4A: Introductory Meeting with OSRP Steering Committee and Director of Planning and Community Development

Tighe & Bond will hold an introductory meeting with the OSRP Steering Committee and Director of Planning and Community Development to receive preliminary information regarding the previous plan and current assets, discuss needs and goals, and review the project schedule and process for the OSRP Update.

Task 4B: Review 2017 Open Space and Recreation Plan (OSRP) and other Relevant Plans

Tighe & Bond will review the 2017 OSRP and coordinate with Town staff and OSRP Steering Committee to identify those areas of the plan that need to be updated. We will review the 2017 action plan with responsible parties to identify what has been accomplished and what actions remain. We will also review other relevant planning efforts accomplished since the adoption of the 2017 OSRP, such as the 2020 Municipal Vulnerability Preparedness Report and 2017 Hazard Mitigation Plan.

Task 4C: Community Engagement

While Tighe & Bond will provide the expertise related to the state’s OSRP requirements, we will seek guidance from the OSRP Steering Committee on plan input, the planning process, and public outreach. We will undertake various methods of soliciting public input, including conducting surveys, public meetings, and other outreach to obtain a full range of community input to develop new goals and objectives for the next seven years.

We propose to attend up to two (2) public forums with the OSRP Steering Committee. These meetings will be used to garner input on the community’s goals, discuss roles and responsibilities, guide the OSRP Steering Committee’s tasks, and to solicit input on the OSRP goals and action plan. These public forums may be combined with LCP

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visioning events if desired by the LPC and OSRP Steering Committee. In addition, Tighe & Bond will prepare a postcard to be mailed to all residents within Environmental Justice neighborhoods in the Town to encourage their participation in public forums.

We will work with Town staff and the OSRP Steering Committee and use our review of the 2017 OSRP and other relevant plans to develop the foundation for an interactive first public forum to seek input on the Community Vision and goals. Based on the input from Public Forum 1, we will work with Town Staff, the OSRP Steering Committee, and our own knowledge of best practices to prepare a draft action plan. We will discuss the draft plan with department heads and other stakeholders during the interviews. After review by Town staff, Tighe & Bond will revise the draft action plan in preparation for Public Forum 2.

Our scope anticipates that these meetings will be held virtually/online. Tighe & Bond will also attend up to four (4) meetings and/or conference calls with Town staff to review draft plan elements and prepare for public meetings. Community input will be key to assisting in the development of a vision and goal setting for the OSRP. We will work with the OSRP Steering Committee to develop methods for obtaining community input but expect that this will include:

- OSRP Steering Committee Meetings (4)
- Staff Meetings/Calls (4)
- Public Forums (2)
- Town-wide online survey
- Stakeholder Interviews

Task 4D: Preliminary Draft OSRP

Tighe & Bond will undertake several critical tasks in the preparation of the updated plan:

- 1) Conduct research and compile demographic statistics and other technical information as required by the state guidelines to bring the Plan up to date.
- 2) Coordinate with OSRP Steering Committee members and others to document Town-wide open space and recreation inventories, projects, and accomplishments since the previous Plan update in 2017.
- 3) Provide editorial and graphic design services to ensure that the final OSRP document (in both print and electronic versions) is of high quality and meets the needs of the Town and State requirements.
- 4) Provide technical assistance with GIS map production.

Tighe & Bond will provide a draft OSRP update that follows the structure of the plan adopted in 2017, unless by mutual agreement there is a need to modify that structure. The plan will address the requirements of the DCS and include unaccomplished action items, updated old actions, and identification of new actions that address the issues raised in the review of the previous plan, and incorporate the public feedback received in the Public Forums.

Section 3 Community Setting, Section 4 Environmental Inventory and Analysis, and Section 5 Inventory of Lands of Conservation and Recreation Interest will be updated as necessary, while the remaining sections will be revised based on the current planning process as follows:

- Section 1: Plan Summary – revise to summarize this OSRP update.
- Section 2: Introduction – includes the statement of purpose and planning process.
- Section 3: Community Setting – describes the regional planning context, regional open space and recreation resources and initiatives, community history, and demographics.
- Section 4: Community Vision – describe the current vision based on input from the OSRP Steering Committee, stakeholders, and the public.

- Section 5: Analysis of Needs – compare the community goals to the open space and recreation assets and determine the needs to be addressed.
- Section 6: Goals and Objectives – the heart of the OSRP, this section identifies the overall vision of the community as it relates to the open space preservation and provision of recreational amenities.
- Section 7: Seven-Year Action Plan – identify specific tasks, including responsible parties and target years for accomplishing these tasks.

Tighe & Bond will work with the Town, the Cape Cod Commission, and other available resources to update the data to the most recently available sources and to provide updated mapping required by DCS. The draft plan will contain an Executive Summary of the contents that can act as a stand-alone document.

Copies of this draft plan will be submitted to the various departments and boards (including the Planning Board, Conservation Commission, Recreation Department, etc.) for their review and comment. Following review by the various departments and boards, comments and edits received will be reviewed with staff and the OSRP Steering Committee to revise the draft. The revised draft OSRP will be submitted to the Select Board and the CCC for review and concurrently made available for public review. Tighe & Bond will participate in up to two (2) meetings to present the final draft OSRP to the Conservation Commission/Harwich Selectboard as appropriate.

Assumptions: Town Staff will provide existing OSRP mapping in AutoCAD (.dwg) or GIS format, Previous survey results, and OSRP backup information.

Task 4E: Final Draft OSRP

Upon approval from the Harwich Selectboard and OSRP Steering Committee, the draft OSRP will be submitted to DCS for review. Comments received from DCS will be incorporated into the Final OSRP. Once the OSRP is approved, Tighe & Bond will prepare 25 physical copies of the final plan, with one copy to be submitted to DCS. The final version of the deliverable will be submitted in electronic format on a USB-compatible hard drive and contain a Microsoft Word-compatible version, and a searchable PDF version. All images, tables, maps, and graphs used in the final version will be provided in Microsoft Excel-compatible format and will include all GIS or CAD data used in maps in the final version.

Task 4 Deliverables:

- Preliminary Draft OSRP and up to two revisions
- Stand-alone Executive Summary
- Public meeting presentations and materials for interactive sessions
- Draft OSRP document in Word
- 25 copies of the final OSRP and Appendices and PDF
- Copies of GIS and CAD data used in mapping

Task 5: Capital Facilities Plan

The 2019 LCP Regulations require the inclusion of a capital facilities plan in the LCP that outlines key capital facilities and infrastructure needed to accommodate anticipated future growth and development and to protect resources in the Town, as coordinated with other towns. Tighe & Bond will assist the LPC and Town Staff in developing a narrative spreadsheet that outlines key capital facilities and infrastructure needed to accommodate anticipated future growth and development and protect resources in the Town.

Task 5 Deliverables:

- Draft Capital Facilities narrative for inclusion in the draft LCP.

Assumptions: Harwich Director of Planning & Community Development will conduct meetings to review the capital facilities plan with Town Administrator and other Town Committee/Boards as needed.

Task 6: Action Plan and Implementation Schedule

Tighe & Bond will assist the LPC in developing an Action Plan and Implementation Schedule with timeframes/priorities for the completion of action items and the responsible parties that will take the lead in implementation. Tighe & Bond will work with Town Staff to develop priority actions associated with capital facilities or infrastructure and any regulatory and/or zoning amendments for inclusion in the LCP.

Task 6 Deliverables:

- Draft Action Plan and Implementation Schedule for inclusion in the draft LCP.

Task 7: Draft/Final LCP

Task 7A: Draft LCP

Tighe & Bond will compile the draft LCP elements and submit a compiled draft LCP to the LPC, Town Staff, and CCC Staff for review and comment. Tighe & Bond will attend up to three (3) meetings of the LPC to review the draft LCP and respond to comments. Based on comments received, Tighe & Bond will provide one round of revisions to the draft LCP in preparation for public meetings to comment on the draft LCP. Town Staff will coordinate and provide opportunities for public comment and CCC Staff review of the draft LCP.

Tighe & Bond will prepare for and attend up to two (2) public meetings to seek public input on the draft LCP. Based on comments received at the public meetings, Tighe & Bond will prepare one additional round of revisions for review by the LPC.

Task 7B: Final LCP

Based on comments received by the public, CCC Staff, and LCP Steering Committee on the draft LCP, Tighe & Bond will prepare a final draft LCP using Adobe InDesign software with appropriate maps, photos, graphics, and text in preparation for a public hearing. Tighe & Bond will participate in one (1) public hearing on the Final LCP as required by CCC LCP Regulations.

Town Staff will coordinate and provide additional opportunities for public comment on the final draft LCP on the Town's website. Based on comments received by the public, Town Staff, and the LPC, Tighe & Bond will prepare a final LCP. Tighe & Bond will participate in one meeting each with the Harwich Planning Board and Selectboard to present the final draft LCP prior to a public hearing and adoption at the Town Meeting.

Task 7 Deliverables:

- Twenty-five (25) copies of the Final LCP, including maps, text, data, and appendices in Microsoft Word and PDF format, with additional tables in Excel as needed.
- Five (5) sets of color maps in 24" x 36" full-size and 11" x 17" reduced PDF format.
- One unbound version of the final LCP, camera-ready.
- Executive Summary brochure in Word format.

Assumptions: Coordination and meeting/public hearing arrangements will be provided by Town Staff. LPC Meeting minutes will be prepared by Town Staff.

Task 8: Project Coordination

Task 8A. Town Staff/LPC/CCC Coordination

To ensure coordination among the project team, LPC, and Town Staff during the development of the LCP, Tighe & Bond will participate in monthly conference calls/virtual meetings with the Planning and Community Development

Director and LPC Chair to review progress and review potential topics for LPC meetings for a total of eighteen (18) meetings, including a project kickoff meeting with the LPC and Town Staff. Tighe & Bond will assist with the coordination of CCC comments on the draft Goals, Actions, and draft and final LCP by CCC staff.

Task 8B. LPC Meetings

Tighe & Bond will participate in up to eighteen (18) monthly meetings with the LPC to report on progress made, develop LCP Vision and Goals, and review draft LCP elements as described elsewhere in our scope. Our scope assumes meetings will be held in person. However, virtual meetings may be held at the discretion of the Town.

Task 8 Deliverables:

- Meeting notes, PowerPoint presentations.

Assumptions: Town Staff will prepare meeting minutes and agendas for all LPC meetings.

Task 9: CCC Certification Review

Town officials will be responsible for preparing the warrant to adopt the final LCP at the Town Meeting and presenting the final LCP at the Town Meeting.

Tighe & Bond will participate in up to two (2) meetings and/or public hearings of the Cape Cod Commission Committee on Planning and Regulation and/or full Commission during consistency review of the LCP.

Task 9 Deliverables:

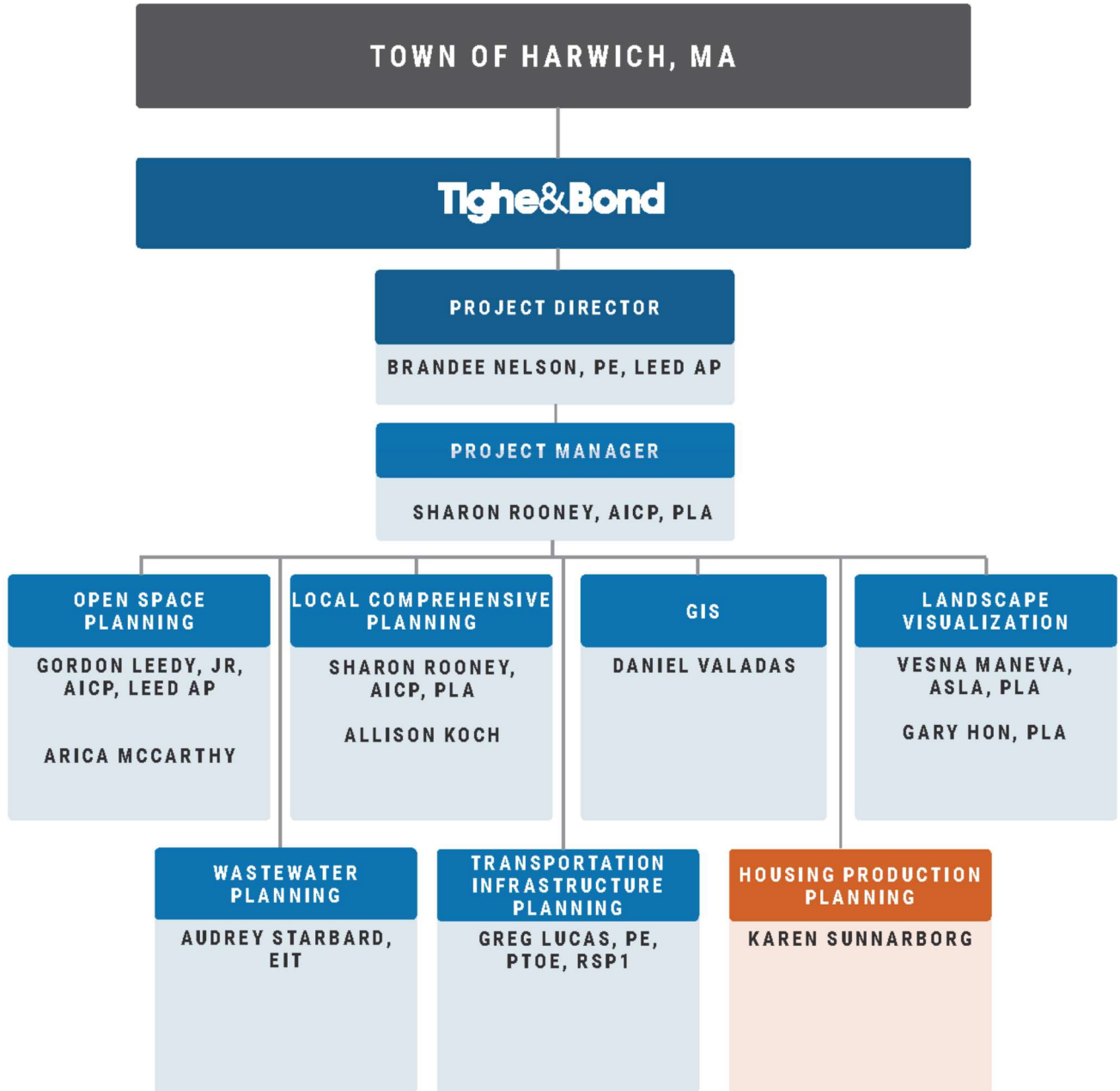
- Final LCP certified by the Cape Cod Commission.

Schedule

Our proposal assumes the LCP will be completed in 18 months with a longer timeframe by mutual agreement. Our detailed schedule for completion of all tasks can be found on the following page.

Project Team

The team we have assembled for this project has experience in providing Local Comprehensive Planning services in Massachusetts. Below, please find our organizational chart with full resumes at the end of our proposal.



Bid Opening Date: 04/13/2023 03:00 PM
 Printed: 03/08/2023 02:18 PM

BID SOLICITATION

Description: Local Comprehensive Plan

Bid Number BD-23-1535-TOHPL- TOHPL-85470
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	RFP for Local Comprehensive Plan update for the Town of Harwich	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Meggan Eldredge
 Phone#: (508) 430-7513
 Email: meldredge@town.harwich.ma.us

BUYER

Request for Proposals
Local Comprehensive Plan Update

The Town of Harwich is soliciting proposals from qualified multidisciplinary consultant firms for the preparation of an update of the Local Comprehensive Plan (LCP) that will guide the future growth and development of Harwich. The entire Request for Proposals, including instructions for submissions may be obtained from the Town of Harwich website at <https://www.harwich-ma.gov/home/pages/procurement>. Sealed bids, clearly marked "HARWICH COMPREHENSIVE PLAN PRPOSAL" shall be received in the office of the Town Administrator, 732 Main Street, Harwich, MA 02645 until 3 p.m. on Thursday, April 13, 2023. For further information contact Paul Halkiotis, the Director of Planning and Community Development at phalkiotis@town.harwich.ma.us.

All proposals for this project are subject to applicable bidding laws of Massachusetts, including General law Chapter 30B. The Town of Harwich through its Board of Selectmen reserves the right to waive any informality and to reject any or all bids if it is in the best interest of the Town of Harwich to do so.