

TOWN OF BARNSTABLE

NOTICE OF MEETINGS OF TOWN DEPARTMENTS AND ALL TOWN BOARDS
As Required by Chapter 28 of the Acts of 2009, amending MGL Chapter 30A

NAME OF PUBLIC BODY – COMMITTEE, BOARD OR COMMISSION:

REGULAR MEETING AGENDA
COMMUNITY PRESERVATION COMMITTEE

DATE OF MEETING: Monday, February 28, 2022

TIME: 5:30 p.m.

PLACE: The Community Preservation Committee (CPC) meeting will be held by remote participation methods and will be closed to the public pursuant to the passage of legislation extending certain COVID-19 measures adopted during the state of emergency in the Commonwealth of Massachusetts.

Alternative public access to this meeting will be provided in the following manner:

1. The meeting will be televised via Channel 18 and may be accessed through the Channel 18 website at <https://streaming85.townofbarnstable.us/CablecastPublicSite/>
2. Real-time public comment can be addressed to the Community Preservation Committee utilizing the Zoom link or telephone number and access code for remote access below.
Link: <https://zoom.us/j/99144327361>
Or by calling the US Toll-free Telephone Number: 888-475-4499 Meeting ID: 99144327361
3. Applicants, their representatives, and individuals required or entitled to appear before the Community Preservation Committee may appear remotely and are not permitted to be physically present at the meeting, and may participate through the link or telephone number provided above. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting to Sarah.Beal@town.barnstable.ma.us so that they may be displayed for remote public access viewing.

Meeting materials will be available at <https://www.townofbarnstable.us/boardscommittees/communitypreservationcommittee/> prior to the meeting.

Please note that tonight's meeting is recorded and broadcast on Channel 18 and, in accordance with MGL Chapter 30A, s. 20, the Chair must inquire whether anyone is taping this meeting and to please make their presence known

Call to Order: (Roll Call)

Minutes:

- Approval of the Draft Community Preservation Committee Regular Meeting Minutes from January 24, 2022.

Letters of Intent:

- None received.

Applications:

- Application from the Cotuit Federated Church, 40 School Street, Cotuit seeking \$179,369 in Community Preservation Historic Preservation funds for the restoration, preservation, and installation of historic stained-glass windows; replacement of outside shingles with historical shingles; fire protection system; removal and relocation of the historic entry doors to a new location that will require an ADA approved ramp to the entrance; includes a 15% contingency. The estimated cost for the entire project to preserve and expand the building is \$3.9 million with \$3.39 million raised to date through donations.
 - Letter of Support received from Troop #52-Cotuit Boy Scouts of America
- Application from the Barnstable Little League seeking \$300,000 in Community Preservation Open Space/Recreation funds to construct a professional, safe/clean restroom facility together with a concession stand and official's locker room to support the existing complex of 3 little league fields. The restroom facility will be coordinated with and made available to, Barnstable Community Innovation School students and staff to support recess period. The estimated cost of the total project is \$492,000 with matching funds, in-kind donations totaling \$150,000 with ongoing fundraising.
 - Letter to CPC Members – Barnstable Little League – Proposed Restroom and Concession Stand Project – CPC Guidance, Responses and Questions

Review of FY 2022 CPC Plan Revisions postponed to March 21, 2022 CPC Meeting

Public Comment:

General Discussion:

Correspondence Received:

None.

Project Updates:

- An Application from the Department of Public Works for a new playground at the Osterville Recreation Building is anticipated for the March 21, 2022 meeting.

- An Application from the Department of Public Works for the Restoration of Zion Union Heritage Museum is anticipated for the March 21, 2011 meeting.
- An Application from the Department of Public Works for restoration of the West Barnstable Railroad Depot is anticipated for the March 21, 2022 meeting.
- Revised Application from the Barnstable Community Innovation School is anticipated for a future meeting.
- Revised Application from Trustees of Reservations for Armstrong Kelly Park is anticipated for a future meeting.
- Inquiry from Master Gardeners Association of Cape Cod for a hoop house associated with a community farm was withdrawn.
- Pope John Paul II application for a girls' softball field has been withdrawn.
- Barnstable Historic Society CPC Application – Historic Preservation Restriction is in process.
- Mid-Point Community Housing Application– document finalization is in process.
- Sturgis Library Application appropriated – Funds are available.
- A Letter of Intent is anticipated from the Marstons Mills Community Church.

Adjournment:

Next Regularly Scheduled CPC Meeting March 21, 2022

Please Note: The list of matters is those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law. It is possible that if it so votes, the Committee may go into executive session. The Committee may also act on items in an order other than they appear on this agenda. Public files are available for viewing during normal business hours at the Community Preservation office located at 367 Main Street, Hyannis, MA

For your information the section of the M.G.L. that pertains to postings of meetings is as follows: Except in an emergency, in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours prior to such meeting, excluding Saturdays, Sundays and legal holidays. In an emergency, a public body shall post notice as soon as reasonably possible prior to such meeting. Notice shall be printed in a legible, easily understandable format and shall contain: the date, time and place of such meeting and a listing of topics that the chair reasonably anticipates will be discussed at the meeting. Meetings of a local public body, notice shall be filed with the municipal clerk, and posted in a manner conspicuously visible to the public at all hours in or on the municipal building in which the clerk's office is located.

February 24, 2022

Mr. Lindsey B. Counsell, Chair
Community Preservation Committee
Town Hall, 3rd Floor
367 Main Street
Hyannis, MA 02601

Dear Mr. Counsell,

Thank you, on behalf of the Cotuit Federated Church (CFC), for the opportunity to submit a full application funding request to the Barnstable Community Preservation Committee under the Project Type – PRESERVATION. We are proud of our rich heritage and the recent official designation by the Barnstable Historical Commission as a building of historical significance. (ATTACHMENT #1)

What began five years ago as a period of visioning and strategic planning for the CFC resulted in the recognition that both expansion of the footprint and preservation of historical aspects of our old church needed to be begin soon. Discovering historical artifacts of the church's beginning along with testimony and photos from our past was significant in our decision to bring this request for preservation funding to the CPC.

The CFC has modified our funding request for preservation since your acceptance of the LOI. Our original request was \$200,000. Our new request is \$179,369. Since submitting the LOI, we have received additional information about the preservation of the stained-glass windows. Some have a small symbolic religious pane and, therefore, cannot be included in our request for CPC funding (Kaplan vs Town of Acton). Our follow-up verification with you regarding the windows has been acknowledged and our request is modified. (ATTACHMENT #s 17,18,19)

This revised \$179,369 request for preservation includes the following: removal, restoration, preservation and installation of historic stained-glass windows; replacing outside shingles with historical shingles; a fire protection system; removing and relocating the historic entry doors to a new location that will require an ADA approved ramp to the entrance; and a 15% overall contingency. (ATTACHMENT #2)

For your records, in addition to the *preservation* aspects of the Church's overall expansion goals, there are other elements that include the following: adding pews to the sanctuary, expanding the altar space, the construction of a new community building and administrative office space, creating a more accessible handicapped entrance to the community building and administration, and adding elevators to access lower levels and the Nursery School. These are non-fundable CPC items. You and committee member, Tom Lee, visited the church on several occasions and helped us to define the projects that were suitable for funding by the CPC.

The fundraising goal for the entire Expansion and Renovation project is \$3.9 million. To date, we have raised approximately \$3.2 million in cash and pledges from congregation members and the community. This more than meets the requirement of matching funds for our request of \$179,369 from the CPC.

In addition to our submitted application and required attachments, we wish to explain three specific points that will help you to evaluate this request.

1.

When we began planning for the expansion and renovation of the current church building, we considered a variety of architects. We selected ConServ Group, Inc. because they provide all-inclusive services of planning, architect services and ground-up construction management. Also, they have worked successfully with other Cape Cod churches. This includes St. Mary's Church (Barnstable) and St. Peter's Church (Osterville). They also had the best pricing. As general contractor, ConServ recommended Stained Glass Resources, Inc., Hampden, MA, for the preservation of our stained-glass windows. ConServ has worked with Stained Glass Resources at other church projects. The work proposal and cost estimate for their work is included with this request. (ATTACHMENT #4)

As standard business practice, ConServ considers multiple quotes for services contracted by them on our behalf. The estimates they receive and choices they make are reflected in their direct costs to us. We have included our contract with ConServ (ATTACHMENT #3) and their projected expense budget for services rendered. (ATTACHMENT #4)

2.

Moving forward, we can support increased annual expenses that expansion will create by using earned and donated income. Based on our best estimate of timing and amounts for reimbursement through 12/31/26, we include a breakdown of projected income sources. (ATTACHMENT #6). We also include a summary memorandum of guaranteed income from a rental property lease with the Cotuit Post Office. (ATTACHMENT #7) CFC is the owner of the Post Office property located at 45 School St. (ATTACHMENT #8)

3.

Several requests were made to make changes in the architectural design as it relates to historical significance of the building – both the placement of the stained-glass windows and the placement of historic entrance doors to the Main Street-facing side. At the meeting of the Barnstable Historical Commission on January 18, 2022, a vote in the affirmative to our request to be recognized as a building of historical significance was passed. We have taken into consideration their requests for changes and revised diagrams reflect these changes. (ATTACHMENT #s 15,16)

We have made every effort to confer with CPC and inform our stakeholders at each step in this Expansion and Restoration project. Gaining the trust of the Cotuit community and Barnstable community in general is reflected in the positive letters of support that accompany this application. (ATTACHMENT #s 25-32)

We look forward to presenting this application to the CPC at the January 28, 2022 meeting to answer any questions the committee may have.

Thank you for your guidance and support during this process.

Sincerely,
Rev. Angela Menke-Ballou
cotuitpastor@comcast.net

List of Attachments to Application from Cotuit Federated Church								
Number	Attachment Name						# pages	
#1	Approval letter Barnstable Historic Comm						1	
#2	CPC Support Request By Project						1	
#3	Contract with ConServ						17	
#4	Total Expansion Cost Budget from ConServ						1	
#5	Total Building Project Budget - Income/Expense						1	
#6	CFC Building Project Cash Flow Projection						1	
#7	Memorandum RE Post Office Income						1	
#8	Deed to 45 School Street						2	
#9	CFC Deed Information Summary						1	
#10	Release Deed to 40 School Street						4	
#11	Deed to 18 High Street						2	
#12	Assessor's Card for 40 School Street						2	
#13	Assessor's Card for 18 High Street						2	
#14	Plot Plan Map Showing Town Green						1	
#15	View from Town Green - Architect Rendering						1	
#16	View from School Street - Architect Rendering						1	
#17	Historical Windows Cost - Stained Glass Resources						1	
#18	Historical Windows Photos						1	
#19	Historical Windows Photos						1	
#20	Anticipated Installaton Timeline - CPC Funded Items						1	
#21	Architectural Assessment						2	
#22	CFC Drawing Set from Architect/ConServ						27	
#23	Partnerships and Service						2	
#24	Compliance						3	

#25		Historical Society of Cotuit Santuit Letter				1
#26		Cotuit Library Association Letter				1
#27		Cotuit Nursery School Letter				2
#28		Yoga Classes Letter				4
#29		Cotuit Fire District Letter				2
#30		Cotuit Santuit Civic Association Letter				2
#31		Boy Scouts Troop 52 Letter				2
#32		Alcoholics Anonymous Letter				1
#33		Page 2 of Application Questions Answered				2
		Ques. 1 Project Summary				
		Ques. 2 Barnstable's Character				
		Ques. 3 Partnerships				
		Ques. 4 Project Timeline				
		Ques. 5 General and Specific Criteria				
		Ques. 6 Budgets				
		Ques. 7 Assessor's Map and Parcel #				

CPC APPLICATION (PAGE 1)

Appropriated CPA funds require one or more deed restrictions (conservation / historic preservation / housing). Sample restrictions are available at the Official Website of the Town of Barnstable www.town.barnstable.ma.us. Applicants must provide the first draft of their restriction to the CPC Project Coordinator. The Town of Barnstable Legal Department and Legal Consultant shall review and approve the restriction prior to the final commitment of the CPA funds to the project.

Submission Date: February 24, 2022

Project Title: Cotuit Federated Church, Expansion and Renovation Project

Project Map/Parcel Number: 035050 #40 Church Building; 035049 #18 land next door

Estimated Start Date: January 1, 2022

Estimated Completion Date: October 31, 2022

Purpose (please circle all that apply):

Open Space

Public

Community Housing

Private

Historic CFC is designated historic

Non-Profit CFC is a 501(c)(3)

Recreation

Partnership (Describe below #3)

Town Affiliation**

(**Applications must be approved by the Town Manager prior to submission)

Applicant Contact:

Name: Rev. Angie Menke Ballou

Organization (if applicable): Cotuit Federated Church

Address: 40 School St., Cotuit MA 02635

Mailing Address: PO Box 436, Cotuit MA 02635

Daytime Phone #: 774-327-0629

E-mail Address: cotuitpastor@comcast.net

Primary Contact (if different from applicant contact):

Name:

Address:

Mailing Address:

Daytime Phone #:

E-mail Address:

CPC APPLICATION (PAGE 2)

Appropriated CPA funds require one or more deed restrictions (conservation / historic preservation/ housing). Sample restrictions are available at the Official Website of the Town of Barnstable www.town.barnstable.ma.us. Applicants must provide the first draft of their restriction to the CPC Project Coordinator. The Town of Barnstable Legal Department and Legal Consultant shall review and approve the restriction prior to the final commitment of the CPA funds to the project.

Budget Summary:

Total budget for project: **\$179,369 (for peservation)**

CPA funding request: **\$179,369**

Matching funds (committed/under consideration): \$3.2 million in cash/pledges for capital campaign

Please address the following questions:

1. Project summary (description and goals) Please see Attachment #33
2. How does this project help preserve Barnstable's character? Please see Attachment #33
3. Partnership(s) Description: Please see Attachments #33 and #23
4. Provide a detailed project timeline: Please see Attachment #20
5. How does this project meet the General Criteria and Category Specific Criteria for CPC projects? Please see Attachment # 24
6. Provide a detailed budget, including the following information, as applicable: (Fiscal Year, Total Cost, CPC Funds Requested, Other Sources of Funding sought and received, and cost estimates/quotes received): Please see Attachments #4 and #5
7. Assessors office identification map and map and parcel number: See Attachments #12 and #13

Signature of Applicant

Date

Signature of Applicant Partnership

Date

**Additional information may be provided as well as requested.



Town of Barnstable
Planning & Development Department
Barnstable Historical Commission
367 Main Street, Hyannis, Massachusetts 02601
(508) 862-4787 Fax (508) 862-4784
grayce.rogers@town.barnstable.ma.us



Commission Members

Nancy Clark, Chair Nancy Shoemaker, Vice Chair Marilyn Fifield
George Jessop, AIA Cheryl Powell Frances Parks Jack Kay, Alternate

21 January 2022

Community Preservation Committee
c/o Lindsey Counsell
367 Main Street
Hyannis, MA 02601

RE: Cotuit Federated Church – 40 School Street, Cotuit

Dear Mr. Counsell,

The Barnstable Historical Commission held a public hearing on January 18, 2022, wherein materials were reviewed in regard to the historical significance of the Cotuit Federated Church. The church was constructed 176 years ago in 1846, and the building has been an important part of community life. The fenestration and orientation of the entrance are significant elements architecturally, as is its location historically. The Commission found, by a 3 -1 vote, that the parcel is a historically significant.

Sincerely,

Nancy Clark, Chair

Nancy Clark

Cc: Pam Morrill, Cotuit Federated Church

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ATTACHMENT #2 (CPC Support Request by Project)

CPC Support Request

Project Categories Approved By the CPC	Cost
Exterior Shingles	\$47,238
Historical Windows (1) (2)	\$18,381
Fire Protection	\$57,199
Front Entrance to Sanctuary	\$20,677
Sub-Total	\$143,495
Add: 25% Contingency	\$35,874
Grant Total	\$179,369

- (1) Two contractors are being used — ConServ (General Contractor) and Stained Glass Resources (Hampden, MA). The cost from ConServ is \$15,086 and \$3,295 from Stained Glass Resources
- (2) Grant request no longer includes the restoration and preservation of windows that have religious symbols. Those windows and associated costs (\$26,455) were included in the LOI



#3

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

(GUARANTEED MAXIMUM PRICE OPTION)

(See AGC Document No. 501 for Establishing the
Guaranteed Maximum Price)

This document has important legal and insurance consequences; consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT

Made this 4th day of November in the year of Two Thousand and Twenty One

For services in connection with the following described Project:

Additions and renovations to the existing building at 40 School Street, Cotuit, MA 02635

BETWEEN Trustees of Cotuit Federated Church, 40 School Street, Cotuit, MA 02635 the Owner,
and

**ConServ Group, Inc., 110 State Road, Suite 7, Sagamore Beach, MA 02562 the Construction
Manager.**

The Owner and the Construction Manager agree as set forth below:

ARTICLE 1

The Construction Team and Extent of Agreement

The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the Owner.

1.1 *The Construction Team:* The Construction Manager, the Owner, and the Architect/Engineer called the "Construction Team" shall work from the beginning of design through construction completion. The Architect/Engineer is an employee of ConServ Group, Inc., the Construction Manager. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

1.1 *Extent of Agreement:* This Agreement represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. When Drawings and Specifications are complete, they shall be identified by amendment to this Agreement. This Agreement shall not be superseded by other documents for construction unless the same are agreed to in writing by the parties to form parts of the contract documents, and may be amended only by written instrument signed by both the Owner and the Construction Manager.

1.2 *Definitions:* The Project is the total construction to be performed under this Agreement. The Work is that part of the construction that the Construction Manager is to perform with his own forces and that part of the construction that a particular Trade Contractor under contract with the Construction Manager is to perform. The term day shall mean calendar day unless otherwise specifically designated

ARTICLE 2

Construction Manager's Services

The Construction Manager will perform the following services under this Agreement in each of the two phases described below.

2.1 Design Phase

2.1.1 The Construction Manager shall be responsible for furnishing the Design of the Project. The Construction Manager shall develop a design and construction phase schedule and the Owner shall be responsible for prompt decisions and approvals so as to maintain the approved schedule. Any design, engineering, architectural or other professional service required to be performed under this Agreement shall be performed by duly licensed personnel.

2.1.2 The Construction Manager shall prepare, and the Owner approve a design phase schedule as follows: PHASE 1: Based upon the Owner's Project Requirements, Schematic Design Studies will be prepared by the CM. These Schematics are for the purpose of assisting the Owner in determining the feasibility of the project. PHASE 2: Upon approval of Schematic Designs, the CM shall prepare Design Development documents to fix the size and character of the Project as to structural, mechanical and electrical systems, materials and other appropriate essential items in the Project. These Development Documents are the basis for the design and construction of the Project. PHASE 3: From approved Design Development Documents the CM will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws or regulations which have been enacted at the time of their preparation.

2.1.3 The Construction Manager and the Owner will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed in accordance with the approved construction documents design within the Guaranteed Maximum Price as defined in Article 6. As these working Drawings and Specifications are being completed, the Contractor will keep the Owner advised of the effects of any Owner requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price.

2.1.4 The Construction Manager and the Owner will cooperate and assist one another in securing permits necessary for the construction of the Project.

2.1.5 *Consultation During Project Development:* Schedule and attend regular meetings with the Architect/Engineer during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor,

time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies.

2.1.6 Scheduling: Develop a Project Time Schedule that coordinates and integrates the Architect/Engineer's design efforts with construction schedules. Update the Project Time Schedule incorporating a detailed schedule for the construction operations of the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead-time procurement. Include the Owner's occupancy requirements showing portions of the Project, if any, having occupancy priority.

2.1.7 Project Construction Budget: Prepare a Project budget as soon as major Project requirements have been identified, and update periodically for the Owner's approval. Prepare an estimate based on a quantity survey of Drawings and specifications at the end of the schematic design phase for approval by the Owner as the Project Construction Budget. Update and refine this estimate for the Owner's approval as the development of the Drawings and Specifications proceeds, and advise the Owner and the Architect/Engineer if it appears that the Project Construction Budget will not be met, and make recommendations for revisions to the Drawings and Specifications to assist in meeting the Project Construction Budget.

2.1.8 Coordination of Contract Documents: Review the Drawings and Specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules.

2.1.9 Construction Planning: Recommend for purchase and expedite the procurement of long-lead items to promote their delivery by the required dates.

2.1.9.1 Make recommendations to the Owner and the Architect/Engineer regarding the division of Work in the Drawings and Specifications to facilitate the bidding and awarding of Trade Contracts, allowing, where appropriate, for phased construction taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, and provisions for temporary facilities.

2.1.9.2 Review the Drawings and Specifications with the Architect/Engineer to avoid areas of conflict and overlapping in the Work to be performed by the various Trade Contractors and prepare pre-qualification criteria for bidders.

2.1.9.3 Develop Trade Contractor interest in the Project and, as working Drawings and Specifications are completed, take competitive bids on the Work of the various Trade Contractors. After analyzing the bids, either award contracts or recommend to the Owner that such contracts be awarded.

2.1.10 Equal Employment Opportunity: Determine applicable requirements for equal employment opportunity programs for inclusion in Project bidding documents.

2.2 Construction Phase

2.2.1 Project Control: Monitor the Work of the Trade Contractors and coordinate the Work with the activities and responsibilities of the Owner, Architect/Engineer and Construction Manager to complete the Project in accordance with the Owner's objectives of cost, time and quality.

2.2.1.1 Maintain a competent full-time staff at the Project site to coordinate and provide general direction of the work and progress of the Trade Contractors on the Project.

2.2.1.2 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team.

2.2.1.3 Establish procedures for coordination among the Owner, Architect/Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Project and implement such procedures.

2.2.1.4 Schedule and conduct progress meetings at which Trade Contractors, Owner, Architect/Engineer and Construction Manager can discuss jointly such matters as procedures, progress, problems and scheduling.

2.2.1.5 Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started or incomplete, and recommend to the Owner adjustments in the Trade Contractors' schedules to meet the contract and milestone completion dates. Provide summary reports of each monitoring and document all changes in schedule.

- 2.2.1.6** Determine the adequacy of the Trade Contractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the Owner when requirements of a Trade Contract are not being met.
- 2.2.2** *Physical Construction:* Provide all supervision, labor, materials, construction equipment, tools and subcontract items which are necessary for the completion of the Project which are required by the Contract Documents and not provided by either the Trade Contractors or the Owner. To the extent that the Construction Manager performs any Work with his own forces, he shall, with respect to such Work, perform in accordance with the Plans and Specifications and in accordance with the procedures applicable to the project.
- 2.2.3** *Cost Control:* Develop and monitor an effective system of Project cost control. Revise and define the initially approved Project Construction Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect/Engineer whenever projected cost exceeds budgets or estimates.
- 2.2.3.1** Maintain cost accounting records on authorized Work for actual costs for labor and material, or other bases requiring accounting records. Afford the Owner access to these records and preserve them for a period of three (3) years after final payment.
- 2.2.4** *Change Orders:* Develop and implement a system for the preparation, review and processing of Change Orders (aka Budget Revisions). Recommend necessary and desirable changes to the Owner and the Architect/Engineer, review requests for changes, submit recommendations to the Owner and the Architect/Engineer, and assist in negotiating Change Orders.
- 2.2.5** *Payments to Trade Contractors:* Develop and implement a procedure for the review, processing and payment of applications by Trade Contractors for progress and final payments.
- 2.2.6** *Permits and Fees:* Assist the Owner and Architect/Engineer in obtaining all building permits and special permits for permanent improvements, excluding permits for inspection or temporary facilities required to be obtained directly by the various Trade Contractors. Assist in obtaining approvals for all the authorities having jurisdiction
- 2.2.7** *Owner's Consultants:* If required, assist the Owner in selecting and retaining professional services of a surveyor, testing laboratories and special consultants, and coordinate these services, without assuming any responsibility for, liability of, or for the work of these consultants.
- 2.2.8** *Inspection:* Inspect the Work of Trade Contractors for defects and deficiencies in the Work, including the Architect/Engineer's responsibilities for inspection.
- 2.2.8.1** Review the safety programs of each of the Trade Contractors and make appropriate recommendations. In making such recommendations and carrying out such reviews, the Construction Manager shall not be required to make exhaustive or continuous inspections to check safety precautions and programs in connection with the Project. The performance of such services by the Construction Manager shall not relieve the Trade Contractors of their responsibilities for the safety of persons and property, and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- 2.2.9** *Document Interpretation:* Refer all questions for interpretation of the documents prepared by the Architect/Engineer to the Architect/Engineer.
- 2.2.10** *Shop Drawings and Samples:* In collaboration with the Architect/Engineer, establish and implement procedures for expediting the processing and approval of shop drawings and samples.
- 2.2.11** *Reports and Project Site Documents:* Record the progress of the Project. Submit written progress reports to the Owner and the Architect/Engineer including information on the Trade Contractors' Work and the percentage of completion. Keep a daily log of such reports available to the Owner and the Architect/Engineer.
- 2.2.11.1** Maintain at the Project site, on a current basis; records of all necessary Contracts, Drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all revisions. Obtain data from Trade Contractors and maintain a current set of as-built record Drawings, Specifications and operation manuals. At the completion of the project, deliver all such records to the Owner.

2.2.12 Substantial Completion: Determine Substantial Completion of the Work or designated portions thereof and prepare for the Architect/Engineer a list of incomplete or unsatisfactory items and a schedule for their completion.

2.2.13 Start-Up: With the Owner's maintenance personnel, direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.

2.2.14 Final Completion: Determine final completion and provide written notice to the Owner and Architect/Engineer that the Work is ready for final inspection. Secure and transmit to the Architect/Engineer required guarantees, affidavits, releases, bonds, and waivers. Turn over to the Owner all keys, manuals, record drawings and maintenance stocks. Obtain and deliver to owner, copies of signed off building permits and the Certificate of Occupancy.

2.2.15 Warranty: Where any Work is performed by the Construction Manager's own forces or by Trade Contractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new, unless otherwise specified, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. In making such warranties with respect to the work of Trade Subcontractors, the Construction Manager shall be entitled to rely upon, and pass through to Owner, warranties of good quality, proper workmanship and materials, and conformance with the Drawings and Specifications received by Construction Manager from Trade Subcontractors. With respect to the Work, the Construction Manager further agrees to correct all Work defective in material and workmanship for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others.

2.3 Additional Services

2.3.1 At the request of the Owner the Construction Manager will provide the following additional services upon written agreement between the Owner and Construction Manager defining the extent of such additional services and the amount and manner in which the Construction Manager will be compensated for such additional services.

2.3.2 Services related to investigation, appraisals or valuations of existing conditions, facilities or equipment, or verifying the accuracy of existing drawings or other Owner-furnished information.

2.3.3 Services related to Owner-furnished equipment, furniture and furnishings which are not a part of this Agreement.

2.3.4 Services for tenant or rental spaces not a part of this Agreement.

2.3.5 Obtaining or training maintenance personnel or negotiating maintenance service contracts.

ARTICLE 3

Owner's Responsibilities

3.1 The Owner shall provide full information regarding his requirements for the Project.

3.2 The Owner shall designate a representative who shall be fully acquainted with the Project and has authority to issue and approve Project Construction Budgets, issue Change Orders, render decisions promptly and furnish information expeditiously.

3.3 The Owner shall furnish for the site of the Project all necessary surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, and a legal description.

3.4 The Owner shall secure and pay for necessary approvals, easements, assessments, utility fees and other charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.5 The Owner shall furnish such legal services as may be necessary for providing the items set forth in Paragraph 3.4, and such auditing services as he may require.

3.6 The Construction Manager will provide copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.7 The Owner shall provide the insurance for the Project as provided in Paragraph 12.4, and shall bear the cost of all bonds required by the owner.

3.8 The services, information, surveys and reports required by the above paragraphs or otherwise to be furnished by other consultants employed by the Owner shall be furnished with reasonable promptness at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, he shall give prompt written notice thereof (5 days) to the Construction Manager.

3.10 The Owner shall furnish, prior to commencing work and at such future times as may be requested, reasonable evidence satisfactory to the Construction Manager that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, the Construction Manager is not required to commence or continue any Work, and may, if such evidence is not presented within a reasonable time, stop the Project upon 5 days notice to the Owner. The failure of the Construction Manager to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement nor shall it be a waiver of the Construction Manager's right to request or insist that such evidence be provided at a later date.

3.11 The Owner shall communicate with the Trade Contractors only through the Construction Manager.

ARTICLE 4

Trade Contracts

4.1 All portions of the Project that the Construction Manager does not perform with his own forces shall be performed under Trade Contracts. The Construction Manager shall request and receive proposals from Trade Contractors and Trade Contracts will be awarded after the proposals are reviewed by the Architect/Engineer, Construction Manager and Owner.

4.2 If the Owner refuses to accept a Trade Contractor recommended by the Construction Manager, the Construction Manager shall recommend an acceptable substitute and, if applicable, the Guaranteed Maximum Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued.

4.3 Unless otherwise directed by the Owner, Trade Contracts will be between the Construction Manager and the Trade Contractors. Whether the Trade Contracts are with the Construction Manager or the Owner, the form of the Trade Contracts including the General and Supplementary Conditions shall be satisfactory to the Construction Manager.

4.4 The Construction Manager shall be responsible to the Owner for the acts and omissions of his agents and employees, Trade Contractors performing Work under a contract with the Construction Manager, and such Trade Contractors' agents and employees, but shall not be responsible in any way for the acts or omissions of people employed by the Owner.

ARTICLE 5

Schedule

5.1 The services to be provided under this Contract shall be in general accordance with the following schedule:

5.2 At the time a Guaranteed Maximum Price is established, as provided for in Article 6, a Date of Substantial Completion of the project shall also be established.

5.3 The Date of Substantial Completion of the Project, or a designated portion thereof, is the date when construction is sufficiently complete in accordance with the Drawings and Specifications, so the Owner can occupy or utilize the Project or designated portion thereof for the use for which it is intended. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof.

5.4 If the Construction Manager is delayed at any time in the progress of the Project by any act of neglect of the Owner or by any separate contractor employed by the Owner, or by changes ordered in the Project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Construction Manager's control, or by delay authorized by the Owner pending arbitration, the Construction

Completion Date shall be extended by Change Order for a reasonable length of time, and the Construction Manager shall be entitled to recover all direct costs incurred by him as a result of any of the causes enumerated in this Subparagraph 5.4.

ARTICLE 6

Guaranteed Maximum Price

6.1 When the design, Drawings and Specifications are sufficiently complete, the Construction Manager will, if desired by the Owner, establish a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner for the Cost of the Project and the Construction Manager's Fee. Such Guaranteed Maximum Price will be subject to modification for Changes in the Project as provided in Article 9, and for additional costs arising from delays caused by the Owner as described in Subparagraph 5.4.

6.2 When the Construction Manager provides a Guaranteed Maximum Price, the Trade Contracts will either be with the Construction Manager or will contain the necessary provisions to allow the Construction Manger to control the performance of the Work. The Construction Manager will take all steps necessary, in the name of the Owner, including arbitration or litigation, to assure that the Trade Contractors perform their contracts in accordance with their terms.

6.3 The Guaranteed Maximum Price will only include those taxes in the Cost of the Project which are legally enacted and in effect at the time the Guaranteed Maximum Price is established.

ARTICLE 7

Construction Manager's Fee

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager in current funds as compensation for his services a Construction Manager's Fee as set forth in Subparagraphs 7.1.1 and 7.1.2

7.1.1 For the performance of the Design Phase services, fees in accordance with ConServ Group's "Schedule of Rates for Professional and Construction Services," a copy of which is attached hereto as "Attachment A", and made part of this Agreement.

7.1.2 For work or services performed during the Construction Phase, fees as described in Subparagraph 7.1.1

7.2 Adjustments in Fee shall be made as follows: N.A.

7.2.1 For Changes in the Project as provided in Article 9, the Construction Manager's: "Schedule of Rates for Professional and Construction Services" referenced in Subparagraph 7.1.1 will be applicable.

7.2.2 For delays in the Project not the responsibility of the Construction Manager, there will be an equitable adjustment in the fee to compensate the Construction Manager for his increased expenses.

7.2.3 The Construction Manager shall be paid an additional fee in the same proportion as set forth in Subparagraph 7.1.1 if the Construction Manager is placed in charge of the reconstruction of any insured or uninsured loss.

7.3 Included in the Construction Manager's Fee are the following:

7.3.1 Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices, except employees listed in Subparagraph 8.2.2

7.3.2 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.3.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the project.

7.3.4 Overhead or general expenses of any kind, except as may be expressly included in Article 8.

7.3.5 Unrecoverable costs in excess of the Guaranteed Maximum Price.

ARTICLE 8

Cost of the Project

8.1 The term Cost of the Project shall mean costs necessarily incurred in the project during either the Design or Construction Phase, and paid by the Construction Manager, or by the Owner, if the Owner is directly paying Trade Contractors, upon the Construction Manager's approval and direction. Such costs shall include the items set forth below in this Article.

8.1.1 The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in Article 8. Such payment shall be in addition to the Construction Manager's Fee stipulated in Article 7.

8.2 Cost Items

8.2.1 Wages paid for labor in the direct employ of the Construction Manager in the performance of his Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including such welfare or other benefits, if any, as may be payable with respect thereto.

8.2.2 Salaries of the Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road in expediting the production or transportation of materials and equipment, and employees in the main or branch office performing the functions listed below.

As Described in the ConServ Group, "Schedule of Rates for Professional and Construction Services" a copy of which is attached hereto as "Attachment A," and made part of this agreement.

8.2.3 Cost of all employee benefits and taxes for such items as unemployed compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Construction Manager and included in the Cost of the Project under Subparagraphs 8.2.1 and 8.2.2

8.2.4 Reasonable transportation, traveling, moving, and hotel expenses of the Construction Manager or of his officers or employees incurred in discharge of duties connected with the Project.

8.2.5 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

8.2.6 Payments made by the Construction Manager or Owner to Trade Contractors for their Work performed pursuant to contract under this Agreement.

8.2.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the Construction manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.

8.2.9 Cost of the premiums for all insurance which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager.

8.2.10 Sales, use, gross receipts or similar taxes related to the Project imposed by any governmental authority, and for which the Construction Manager is liable.

8.2.11 Permit fees, licenses, tests, royalties, damages for infringement of patents and costs of defending suits therefore, and deposits lost for causes other than the Construction Manager's negligence. If royalties or losses and damages, including costs of defense, are incurred which arise from a particular design, process, or the product of a particular manufacturer or manufacturers specified by the Owner or Architect/Engineer, and the Construction Manager has no reason to believe there will be infringement of patent rights, (including but not limited to royalties,) such losses and damages shall be paid by the Owner as additions to and not considered as within the Guaranteed Maximum Price.

8.2.12 Losses, expenses or damage, to the extent not compensated by insurance or otherwise (including settlement made with the written approval of the Owner).

8.2.13 The cost of corrective work subject, however, to the Guaranteed Maximum Price.

8.2.14 Minor expenses such as telegrams, long-distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Project.

8.2.15 Cost of removal of all debris.

8.2.16 Cost incurred due to an emergency affecting the safety of persons and property.

8.2.17 Cost of Internet, data processing and CAD services required in the performance of services outlined in Article 2.

8.2.18 Legal costs reasonably resulting from prosecution of the Project for the Owner.

8.2.19 All costs directly incurred in the performance of the Project and not included in the Construction Manager's Fee as set forth in Subparagraph 7.3

ARTICLE 9

Changes in the Project

9.1 The Owner, without invalidating this Agreement, may order Changes (aka Budget Revisions) in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the Guaranteed Maximum Price, if established, the Construction Manager's Fee and the Construction Completion Date being adjusted accordingly. All such Changes in the Project shall be authorized by Change Order.

9.1.1 A Change Order is a written order to the Construction Manager signed by the Owner or his authorized agent issued after the execution of this Agreement, authorizing a Change in the Project or the method or manner of performance and/or an adjustment in the Guaranteed Maximum Price, the Construction Manager's Fee, or the Construction Completion Date. Each adjustment in the Guaranteed Maximum Price resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project and the Construction Manager's Fee.

9.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a Change in the Project shall be determined in one of more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. by unit prices stated in the Agreement or subsequently agreed upon;
3. by cost as defined in article 8 and a fee; as described in Subparagraph 7.1
4. by the method provided in Subparagraph 9.1.3

9.1.3 If none of the methods set forth in Subparagraphs 9.1.2.1 through 9.1.2.3 is agreed upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change, including, in the case of an increase in the Guaranteed Maximum Price, a reasonable increase in the Construction Manager's Fee. In such case, and also under Subparagraphs 9.1.2.3 and 9.1.2.4 above, the Construction

Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 8. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the increase in Fee shall be figured on the basis of net increase, if any. Fees as described in Subparagraph 7.1 shall apply

9.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or as a result of several Change Orders that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

9.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure, be at variance with the conditions indicated by the Drawings, Specifications, or Owner-furnished information, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price, Construction Manager's Fee, and the Construction Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

9.2 Claims for Additional Cost or Time

9.2.1 If the Construction Manager wishes to make a claim for an increase in the Guaranteed Maximum Price, an increase in his Fee, or an extension in the Construction Completion Date, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Construction Manager before proceeding to execute any Work, except in an emergency endangering life or property, in which case the Construction Manager shall act, at his discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. No such claim shall be valid unless so made. If the Owner and the Construction Manager cannot agree on the amount of the adjustment in the Guaranteed Maximum Price, Construction Manager's Fee or Construction Completion Date, it shall be determined pursuant to the provisions of Article 16. Any change in the Guaranteed Maximum Price, Construction Manager's Fee or Construction Completion Date resulting from such claim shall be authorized by Change Order.

9.3 Minor Changes in the Project

9.3.1 The Architect/Engineer will have authority to order minor Changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such Changes may be effected by written order and shall be binding on the Owner and the Construction Manager.

9.4 Emergencies

9.4.1 In any emergency affecting the safety of persons or property, the Construction Manager shall act, at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article.

ARTICLE 10

Discounts

10.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts with respect thereto shall accrue to the Construction Manager. All other trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project.

ARTICLE 11

Payments to the Construction Manager

11.1 The Construction Manager shall submit semi-monthly on the 15th and 30th of the month to the Owner a statement, sworn to if required, showing in detail all moneys paid out, costs accumulated, or costs incurred on account of the Cost of the Project during the previous month and the amount of the Construction Manager's Fee due as provided in Article 7. Payment by the Owner to the Construction Manager of the statement amount shall be made within ten (10) days after it is submitted.

11.2 Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's Fee shall be due and payable when the Project is delivered to the Owner, ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs, provided that the Project be then substantially completed, and this Agreement substantially performed. If there should remain minor items to be completed, the Construction Manager and Architect/Engineer shall list such items and the Construction Manager shall deliver, in writing, his unconditional promise to complete said items within a reasonable time thereafter. The Owner may retain a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for incomplete items as each of said items is completed.

11.3 Subject to the provisions of M.G.L. c 149 section 29E, the Construction Manager shall promptly pay all the amounts due Trade Contractors or other persons with whom he has a contract upon receipt of any payment from the Owner, the application for which includes amounts due such Trade Contractor or other persons. Before issuance of final payment, the Construction Manager shall submit satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Project have been paid or otherwise satisfied.

11.4 If the Owner should fail to pay the Construction Manager within seven (7) days after the time the payment of any amount becomes due, then the Construction Manager may, upon seven (7) additional days' written notice to the Owner and the Architect/Engineer, stop the Project until payment of the amount owing has been received.

11.5 Payments due but unpaid shall bear interest at the rate the Owner is paying on his construction loan.

ARTICLE 12

Insurance, Indemnity and Waiver of Subrogation

12.1 Indemnity

12.1.1 The Construction Manager agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than the Work itself and other property under Paragraph 12.4) to the extent caused in whole or in part by the Construction Manager's operations under this Agreement.

12.1.2 The Owner shall cause any other contractor, who may have a contract with the Owner to perform construction or installation work in the areas where Work will be performed under this Agreement, to agree to indemnify the Owner and the Construction Manager and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 12.4) caused in whole or in part by that contractor's operations. Such provisions shall be in a form satisfactory to the Construction Manager.

12.2 Construction Manager's Liability Insurance

12.2.1 The Construction Manager shall purchase and maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Construction Manager's operations under this Agreement whether such operations be by himself or by any Trade Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

12.2.1.1 Claims under workers' compensation, disability benefit and other similar employees under any applicable employer's liability law.

12.2.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees under any applicable employer's liability law.

12.2.1.3 Claims for damages because of bodily injury, death of any person other than his employees.

12.2.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or omission of the Construction Manager directly or indirectly related to the employment of such person by the Construction Manager or (2) by any other person.

12.2.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

12.2.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

12.2.2 The Construction Manager's Comprehensive General Liability Insurance shall include premises – operations (including explosion, collapse and underground coverage) elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

12.2.3 The Construction Manager's Comprehensive General and automobile Liability Insurance, as required by Sub paragraphs 12.2.1 and 12.2.2 shall be written for not less than limits of liability as follows:

a. Comprehensive General Liability		
1. Personal Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate (Completed Operations)
2. Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
3. Umbrella	\$7,000,000	
b. Comprehensive Automobile Liability		
1. Bodily Injury	\$ _____	Each Person
Combined single limit	\$1,000,000	Each Occurrence
2. Property Damage	\$ _____	Each Occurrence

12.2.4 Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.2.5 The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least ten (10) days' prior written notice has been given to the Owner. Certificates of Insurance showing such coverages to be in Force shall be filed with the Owner prior to commencement of the Work.

12.3 Owner's Liability Insurance

12.3.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under this Agreement.

12.4 Insurance to Protect Project

12.4.1 The Owner shall purchase and maintain property insurance in a form acceptable to the Construction Manager upon the entire Project for the full cost of replacement as of the time of any loss. This insurance shall include as named insureds the Owner, the Construction Manager, Trade Contractors and their Trade Subcontractors, and shall insure against loss from

the perils of Fire, extended Coverage, and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, fire, theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner will increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner will be responsible for any co-insurance penalties or deductibles. If the Project covers an addition to, or is adjacent to, an existing building, the Construction Manager, Trade Contractors and their Trade Subcontractors shall be named as additional insureds under the Owner's Property Insurance covering such buildings and their contents.

12.4.1.1 If the Owner finds it necessary or desirable to occupy or use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy. Consent of the Construction Manager and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

12.4.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required or necessary. This insurance shall include the interests of the Owner, the Construction Manager, Trade Contractors and their Trade Subcontractors in the Work.

12.4.3 The Owner shall purchase and maintain such insurance as will protect the Owner and Construction Manager against loss of use of Owner's property due to those perils insured pursuant to Subparagraph 12.4.1 Such policy will provide coverage for expediting expenses of materials, continuing overhead of the Owner and Construction Manager, necessary labor expense including overtime, loss of Income by the Owner and other determined exposures. Exposures of the Owner and the Construction Manager shall be determined by mutual agreement and separate limits of coverage fixed for each item.

12.4.4 The Owner shall file a copy of all policies with the Construction Manager before an exposure to loss may occur. Copies of any subsequent endorsements will be furnished to the Construction Manager. The Construction Manager will be given ten (10) days notice of cancellation, non-renewal, or any endorsements restriction or reducing coverage. If the Owner does not intend to purchase such insurance, he shall inform the Construction Manager in writing prior to the commencement of the Work. The Construction Manager may then effect insurance which will protect the interest of himself, The Trade Contractors and their Trade Subcontractors in the Project, the cost of which shall be a Cost of the Project pursuant to Article 8, and the Guaranteed Maximum Price shall be increased by Change Order. If the Construction Manager is damaged by failure of the Owner to purchase or maintain such insurance or to so notify the Construction Manager, the Owner shall bear all reasonable costs properly attributable thereto.

12.5 Property Insurance Loss Adjustment

12.5.1 Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

12.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 16. If the trustees are unable to agree on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 16.

12.6 Waiver of Subrogation

12.6.1 The Owner and Construction Manager waive all rights against each other, the Architect/Engineer, Trade Contractors, and their Trade Subcontractors for damages caused by perils covered by insurance provided under Paragraph 12.4, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Trade Contractors and their Trade Subcontractors.

12.6.2 The Owner and Construction Manager waive all rights against each other and the Architect/Engineer, Trade Contractors and their Trade Subcontractors for loss or damage to any equipment used in connection with the Project and

covered by any property insurance. The Construction Manager shall require similar waivers from all Trade Contractors and their Trade Subcontractors.

12.6.3 The Owner waives subrogation against the Construction Manager, Architect/Engineer, Trade Contractors, and their Subcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.6.4 If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

ARTICLE 13

Termination of the Agreement and Owner's Right to Perform Construction Manager's Obligations

13.1 Termination by the Construction Manager

13.1.1 If the Project, in whole or substantial part is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of thirty days by the Construction Manager for the Owner's failure to make payment thereon, then the Construction Manager may, upon seven days' written notice to the Owner and the Architect/Engineer, terminate this Agreement and recover from the Owner payment for all work executed, the Construction Manager's Fee earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, cancellation charges on existing obligations of the Construction manager, and a reasonable profit as in 7.1.

13.2 Owner's Right to Perform Construction Manager's Obligations and Termination by the Owner for Cause.

13.2.1 If the Construction Manager fails to perform any of his obligations under this Agreement, including any obligation he assumes to perform Work with his own forces, the Owner may, after thirty days' written notice, during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The Guaranteed Maximum Price, if any, shall be reduced by the actual reasonable cost to the Owner of making good such deficiencies.

13.2.2 If the Construction Manager is adjudged a bankrupt, or if he makes a general insolvency assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make proper payment as required by law to Trade Contractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial and material violation of a provision of the agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, thirty days written notice, during which period the Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager and may finish the Project by whatever reasonable method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the project is finished, nor shall he be relieved from his obligations assumed under Article 2

ARTICLE 14

Assignment and Governing Law

14.1 Neither the Owner nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other.

14.2 This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

ARTICLE 15

Miscellaneous Provisions

15.1 The Construction Manager shall furnish the services of the Architect/Engineer for all design and engineering work and to prepare construction documents for the project. All drawings, construction documents and design concepts contained therein are the sole property of ConServ Group, Inc. and are created for the exclusive use of ConServ Group, Inc. to perform the Construction Work during the construction phase (Sec. 2.2) of this project.

15.2 The liability of the Construction Manager to the Owner for any design defect or other negligent act of omission of the Architect/Engineer with respect to the Project shall be strictly limited to the proceeds of professional liability insurance provided by Construction Manager for the benefit of Owner and Construction Manager.

ARTICLE 16

Arbitration

16.1 All claims, disputes and other matters in questions arising out of, or relating to, this Agreement or the breach thereof, except with respect to the Architect/Engineer's decision on matters relating to artistic effect, and except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration by an alternative dispute resolution services provider to be Agreed upon by Owner and Construction Manager. If the parties are unable to agree upon such a provider, then the arbitration shall be conducted by a JAMS neutral in the JAMS location nearest to the Project. In the event the parties are unable to agree upon a JAMS neutral, JAMS shall appoint one of its neutrals to conduct the arbitration. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the alternative dispute resolution services provider. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.4 Unless otherwise agreed in writing, The Construction Manager shall carry on the Work and maintain the Contract Completion Date during any arbitration proceedings, and the Owner shall continue to make payments in accordance with this Agreement.

16.5 All claims which are related to or dependent upon each other shall be heard by the same arbitrator or arbitrators even though the parties are not the same, unless a specific contract prohibits such consolidation.

This Agreement executed the day and year first written above.


ATTEST:

OWNER: Trustees of Cotuit Federated Church

BY: 
Tim Wakefield, Trustee

ATTEST:

CONSTRUCTION MANAGER: ConServ Group, Inc.

BY: 
Roland B. Catignani, President

ATTACHMENT "A" TO (AGC 500) AGREEMENT BETWEEN

**ConServ Group, Inc.
And
Cotuit Federated Church**

**CONSERV GROUP, INCORPORATED
SCHEDULE OF RATES FOR PROFESSIONAL AND CONSTRUCTION
SERVICES**

Sr. Architect	\$145.00/hr
Sr. Architect (on design build projects)	\$95.00/hr
Sr. Architectural Designer	\$85.00/hr
Draftsman	\$60.00/hr
Project Planner	\$95.00/hr
Project Manager	\$95.00/hr
Assistant Project Manager	\$69.00/hr
Superintendent	\$88.00/hr
Foreman	\$65.00/hr
Journeyman	\$55.00/hr
Laborer	\$45.00/hr

All materials, sub-contractors, and miscellaneous expenses shall be subject to an overhead and profit mark-up of 15% above ConServ Group's direct cost.

Payment terms shall be in accordance with Article 11 of the Agreement.

#4

Project: Cotuit Federated Church
Address: 40 School Street
Cotuit, MA

Date: 06/22/21
Area (SF) 19,602
Job #: 931

Conceptual Budget		
CSI	Description	Cost
01200	Architectural Design & Control	61,184
01210	Civil Engineering & Control	27,600
01220	MEP Engineering & Control	32,775
01230	Structural Engineering & Control	10,044
01300	Building Permit	34,510
01500	Project Requirements	47,937
01520	On Site Supervision	182,220
01530	Labor	195,886
02070	Demolition	19,556
03100	Concrete Formwork	111,253
03400	Concrete Flatwork	90,318
06100	Rough Carpentry	251,734
06200	Finish Carpentry	57,517
07210	Insulation	98,984
08050	Doors, Frames and Hardware	32,442
08800	Glass & Glazing	52,457
09250	Gypsum Drywall	79,388
09500	Acoustical Ceilings	66,147
09650	Resilient Flooring	124,816
09670	Wood Floors	24,848
09900	Painting & Wall Covering	38,135
10250	Toilet Accessories & Partitions	17,716
14000	Elevators	158,752
21000	Fire Protection	135,298
22000	Plumbing	166,805
23000	HVAC	230,067
260000	Electrical	304,421
31000	Sitework	201,309
31900	Landscaping	86,275
	Total	\$2,940,394
	Schematic Contingency	441,059
	Total	\$3,381,453

Cotuit Federated Church Building Project Budget (1)

Income:	
Donations	\$ 3,119,571
Post Office Rent Income	201,747
CPC Grants & Other Grants	200,000
Donor Trustees Fund	296,990
Donor Memorial Funds	61,555
Transfer from Operations	29,295
Interest Income	10,227
Other	318
Total Revenues	3,919,703

(2)

Expenses:	
ConServ—Construction Costs	3,381,453
CFC—Construction Costs	276,414
Capital Campaign	137,629
Interest on Loan	42,857
Office Expenses	19,650
Other	3,694
Contingency	58,006
Total Expenses	3,919,703

(1) Budget as of 1/19/2022

(2) As of 2/15/2022, \$3,186,073 has been pledged and \$2,677,529 has been received

ATTACHMENT #5 (Total Building Project Budget/Income/Expenses)

Cotuit Federated Church Building Project Cash Flow Projection

Category	Through 12/31/21	3 mos to 3/31/22	2 mos to 5/31/22	1 mo to 6/30/22	1 mo to 7/31/22	1 mo to 8/31/22	2 mos to 10/31/22	2 mos to 12/31/22	1 year to 12/31/23	1 year to 12/31/24	1 year to 12/31/25	1 year to 12/31/26	Totals
Income:													
Donations	\$ 2,163,630	\$ 402,240	\$ 1,730	\$ 1,840	\$ 1,540	\$ 1,840	\$ 15,705	\$ 90,384	\$ 136,884	\$ 37,958	\$ 265,820		\$ 3,119,571
Post Office Rent Income	36,047	14,242	9,494	4,748	4,748	4,748	9,495	4,729	28,374	28,374	28,374	28,374	201,747
CPC Grants & Other Grants					50,000	150,000							200,000
Donor Trustees Fund	96,990				200,000		50,000					(50,000)	296,990
Donor Memorial Funds	61,555												61,555
Transfer from Operations	29,295												29,295
Interest Income	9,427	490	235	55	20								10,227
Other	318												318
Total Revenues	2,397,262	416,972	11,459	6,643	256,308	156,588	75,200	95,113	165,258	66,332	294,194	(21,626)	3,919,703
Expenses:													
ConServ – Construction	145,975	654,755	850,121	607,229	455,422	364,337	303,614						3,381,453
CFC – Construction Costs	23,914			60,000	60,000	60,000	40,000	32,500					276,414
Capital Campaign	137,629												137,629
Interest on Loan at 4.25%						1,063	3,542	3,188	15,938	11,688	6,375	1,063	42,857
Office Expenses	2,406	17,244											19,650
Other	3,694												3,694
Contingency													0
Total Expenses	313,618	671,999	850,121	667,229	515,422	425,400	347,156	35,688	15,938	11,688	6,375	1,063	3,861,697
Revenues minus Expenses	\$ 2,083,644	\$ (255,027)	\$ (838,662)	\$ (660,586)	\$ (259,114)	\$ (268,812)	\$ (271,956)	\$ 59,425	\$ 149,320	\$ 54,644	\$ 287,819	\$ (22,699)	\$ 58,006
Debt:													
Borrowing						300,000	200,000						500,000
Loan Payments								(50,000)	(150,000)	(50,000)	(200,000)	(50,000)	(500,000)
Loan Cash Flow						300,000	200,000		(150,000)	(50,000)	(200,000)	(50,000)	0
Cumulative Cash Balance	\$ 2,083,644	\$ 1,828,617	\$ 989,955	\$ 329,369	\$ 70,255	\$ 101,443	\$ 29,487	\$ 88,912	\$ 88,232	\$ 92,876	\$ 180,695	\$ 108,006	\$ 58,006

#6

Memorandum

To: Pam Morrill
cc: Jenn Loughran
From: John Murray
Date: February 15, 2022
Subject: Cotuit Church Ownership of Post Office

The Cotuit Federated Church obtained the Post Office property at 45 School Street on April 14, 1958 from the town of Barnstable (see Barnstable Deeds Book 12041, Page 041, Feb 3, 1999). From 1958 up to 2000, the United States Postal Service (USPS) operated out of a 1,600 sq. ft. building on the property. In 2000 and 2001, a new, larger building was designed by the USPS and built under their direction and to their specifications. The USPS signed a 20-year lease to rent the property and the new building. The church took out a mortgage on the new building in July 2001 for \$550,000. That mortgage has been paid off.

The property consists of 1.79 acres of land, a 3,608 sq. ft. interior, one-story building and 12,000 sq. ft. of paved walkways and parking lot. The Town of Barnstable assessed value of the entire property is \$945,400.

The Church and the United States Postal Service entered into a new lease which began on May 19, 2021. This lease has a 5-year initial period, which ends May 31, 2026. There are two Renewal Options for the periods June 1, 2026 thru May 31, 2031 and June 1, 2031 through May 31, 2036.

Under the current lease, the USPS pays the Church \$116,790 annually in monthly installments of \$9,732.50. Under the first renewal option the rent increases to \$128,469 annually. Under the second renewal option the rent increases to \$141,316 annually. A portion of the rent income during the five years 2022-2026 will be used to help finance construction costs of the church's building expansion project.

#7

THE INHABITANTS OF THE TOWN OF BARNSTABLE, a municipal corporation located in the County of Barnstable and Commonwealth of Massachusetts, for One Dollar (\$1.00) paid, grant to the TRUSTEES OF THE COTUIT FEDERATED CHURCH, said Church being located in the village of Cotuit, Town and County of Barnstable and Commonwealth of Massachusetts, a certain parcel of land in the village of Cotuit formerly used as the Cotuit Elementary School property, bounded and described as follows:

Locus e fronte
School St. Cotuit

Beginning at a point on School Street at the Northwest corner of the premises at land of Lawrence C. Shaw et ux; thence running Easterly on an arc having a radius of 800 feet, 75.02 feet; thence running South 11° 17' 30" W by land of Walter Philip Rapp et ux and land of John B. Sulger, 230.67 feet; thence running North 77° 15' 00" W, 22 feet, South 10° 45' 30" W, 98.92 feet, thence South 77° 12' 00" E, 22 feet, by land of John B. Sulger; thence running South 12° 44' 00" W by land of Charles L. Alger et ux and land of Alfred C. Knight et ux, 226.83 feet; thence running North 65° 51' 00" W by land of Lawrence J. Stein and land of Robert T. Fowler, 165.31 feet; thence running North 5° 36' 30" W by land of Winnifred L. Hoyt, 301.05 feet; thence running South 76° 30' 20" E, 105.25 feet and North 4° 17' 45" E, 194.45 feet by land of Lawrence C. Shaw et ux to the point of beginning.

This conveyance is made under authority of the action taken by said Town under Article 83 of the warrant for the annual town meeting of said Town held on March 4, 1958, an attested copy of which is attached to this deed.

IN WITNESS WHEREOF The Inhabitants of the Town of Barnstable have this 14th day of April, 1958, caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Victor F. Adams, George L. Cross and E. Thomas Murphy, its Selectmen, duly authorized by vote of said Town.

WILSON & SYKES
ATTORNEYS AT LAW
298 MAIN STREET
HYANNIS, MASS.

#8

THE INHABITANTS OF THE TOWN OF BARNSTABLE

By



Victor F. Adams

George L. Cross

E. Thomas Murphy
Selectmen as aforesaid.

COMMONWEALTH OF MASSACHUSETTS

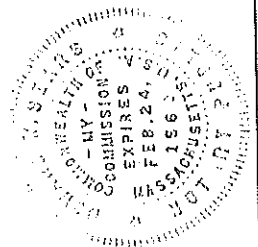
Barnstable, ss.

April 14, 1958.

Then personally appeared the above-named Victor F. Adams, George L. Cross and E. Thomas Murphy, Selectmen as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the Town of Barnstable, before me

Howard W. Sears
Notary Public

My commission expires:
My Commission Expires
Feb. 24, 1962



WILSON & SYKES
ATTORNEYS AT LAW
290 MAIN STREET
HYANNIS, MASS.

**Cotuit Federated Church
Deed Information for Four Properties**

Parties to Deed	Property	Date	Deeds Book	Comments
Release Deed from the New England Annual Conference of the United Methodist Church.	40 School Street, Cotuit. Church Building & Land	Mar 12, 2020	Book 32919 Pages 234-236 May 20, 2020	This deed releases from the New England Annual Conference of the United Methodist Church to the Trustees of the Cotuit Federated Church "all right title and interest. . . in and to a certain parcel of land together with the buildings located at 40 School Street, Barnstable (Cotuit).
I, Susan B. Hamel, Trustee of the Cotuit Federated Church Nominee Trust (the "Trust") . . . For consideration paid. . . Grant to the Trustees of the Cotuit Federated Church. . . the land together with the building . . . at 18 High Street, Barnstable (Cotuit). . .	18 High Street, Cotuit. Property next to Church.	Sept 27, 2011	Book 25754 Page 184	
Quitclaim Deed from the New England Annual Conference of the United Methodist Church. . . . successor to the Methodist Church of Cotuit et. al.	868 Main Street, Cotuit. Parsonage	Mar 12, 2020	Book 32919 Pages 231-233 May 20, 2020	This deed conveys the parsonage property from the New England Annual Conference of the United Methodist Church to the Trustees of the Cotuit Federated Church.
The inhabitants of the town of Barnstable . . . for one dollar paid, grant to the Trustees of the Cotuit Federated Church . . . a certain parcel of land in the village of Cotuit formerly used as the Cotuit Elementary School	45 School Street, Cotuit. Post Office.	April 14, 1958	Book 12041 Page 041 Feb 3, 1999	

4/2/2021

#9

by John Murray

#10

RELEASE DEED

THE NEW ENGLAND ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, of Methuen, Essex County Commonwealth of Massachusetts, successor under the Discipline of the **United Methodist Church** to the **Methodist Church of Cotuit**, successor to the **Methodist Episcopal Church of Cotuit**, successor to the **Trustees of the Methodist Episcopal Society of Cotuit**,

for consideration paid and in full consideration of

LESS THAN ONE HUNDRED DOLLARS
(\$100.00)

40 School Street, Barnstable (Cotuit)

RELEASE TO: THE TRUSTEES OF THE COTUIT FEDERATED CHURCH, a not for profit religious organization with an address of 40 School Street, Cotuit MA 02635

ALL RIGHT TITLE AND INTEREST, IF ANY, INCLUDING WITHOUT LIMITATION ANY UNRECORDED RESTRICTIONS OR RESOLUTIONS OF ANY NATURE, IN AND TO

A certain parcel of land together with the buildings and other improvements situated thereon, located at 40 School Street, Barnstable (Cotuit), Barnstable County, Massachusetts and bounded and described as follows:

- NORTHERLY** by land now or formerly of Currie Eason, as shown on a plan hereinafter mentioned, one hundred eighty-two and 24/100 feet;
- EASTERLY** by land of the Town of Barnstable, as shown on said plan, on two courses a total distance of one hundred eighty-eight and 72/100 feet;
- SOUTHERLY** by School Street, as shown on said plan, on two courses a total distance of one hundred thirty-eight and 93/100 feet; and
- WESTERLY** by High Street, as shown on said plan, one hundred twenty and 00/100 feet.

Said land is shown on a plan of land entitled "Plan of Land in Cotuit-Barnstable-Mass. for the **TRUSTEES OF THE SCHOOL STREET METHODIST CHURCH** Scale 1 inch = 20 feet May 1950 C. N. Savery-C.E. Cotuit, Mass." which said plan is filed with the Barnstable County Registry of Deeds in Plan Book 93, Page 85.

BEING the same premises conveyed by deed of the Methodist Episcopal Church of Cotuit also known as the M.E. Church of Cotuit also known as the Methodist Episcopal Church dated February 28, 2013 recorded with the Barnstable District Registry of Deeds in Book 27277, Page 281.

IN WITNESS WHEREOF, the said New England Annual Conference of the United Methodist Church has caused these presents to be signed, acknowledged and delivered in its name and behalf by Mark Monson-Alley, President, and James Stephen, Treasurer, of the Board of Trustees of New England Conference of the United Methodist Church, hereby duly authorized this 12 day of March, 2020.

New England Annual Conference of the United Methodist Church

By: Mark Monson-Alley
Mark Monson-Alley
President of the Board of Trustees

By: James Stephen
James Stephen
Treasurer of the Board of Trustees

THE STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 12th day of March, 2020, before me, the undersigned notary public, personally appeared Mark Monson-Alley proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of the Board of Trustees of New England Annual Conference of the United Methodist Church as the free act and deed of the New England Annual Conference of the United Methodist Church.



Bernard H. Campbell
Notary Public
My Commission Expires: July 8, 2025

THE STATE OF NEW HAMPSHIRE

Rockingham, ss.

On this 9th day of March, 2020, before me, the undersigned notary public, personally appeared James Stephen proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of the Board of Trustees of New England Annual Conference of the United Methodist Church as the free act and deed of the New England Annual Conference of the United Methodist Church.

Julie A. Pallodino
Notary Public
My Commission Expires: 9/27/2020




CERTIFICATION AND APPROVAL FOR SALE

NOW COMES Sudarshana Devadhar and first being duly sworn, states as follows:

- 1) That he is the presiding Bishop of the New England Annual Conference of the United Methodist Church.
- 2) That in accordance with Paragraph 2515 of the Discipline of the United Methodist Church, he has reviewed, and hereby consents to the transfer of any interest of the Conference in the property consisting of the land known as the former Cotuit UMC Church properties at 868 Main Street, Barnstable, Massachusetts and 40 School Street, Barnstable, Massachusetts.
- 3) That he further certifies that the other required consents specified in said Discipline have been obtained, and the Board of Trustees of the New England Annual Conference is thereby authorized to convey said property upon the terms and conditions as established by said Board of Trustees.

Dated this 5th day of FEBRUARY, 2020.



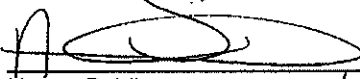
 Sudarshana Devadhar, Bishop
 United Methodist Church
 New England Annual Conference

COMMONWEALTH OF MASSACHUSETTS
ESSEX, SS.

5th of feb., 2020

Then personally appeared the above named Sudarshana Devadhar, and acknowledged the foregoing to be true to the best of his knowledge and belief, before me,





 Notary Public
 My commission expires: 12/26/25

10-14-2011 @ 02:17p

#11

DEED

I, **SUSAN B. HAMEL, Trustee of THE COTUIT FEDERATED CHURCH NOMINEE TRUST**(the "Trust"), under a declaration of trust dated October 29, 1999 and recorded with the Barnstable County Registry of Deeds in Book 12635, Page 92

For consideration paid of less than One Hundred Dollars

Grant to the **TRUSTEES of the COTUIT FEDERATED CHURCH**, a not for profit religious society with an address of 40 School Street, Cotuit, MA 02635

The land together with the building and other improvements located thereon situated at **18 High Street, Barnstable(Cotuit), Barnstable County, Massachusetts** bounded and described as follows:

Beginning at the Southeast corner of the premises at the County Road and at the Northwest corner of land now of formerly of the heirs of Grafton Phinney, now of the Grantee, and land now or formerly of Eben D. Bodfish; thence

Northerly by said Road to a stone post(6 rods) to land now or formerly of Ezra J. Gifford; thence

Easterly in a direct line by said Gifford's land about 13 rods to a stake and stones at land now or formerly of James Webb; thence

Southerly by land of said Webb and by land now or formerly of Franklin Cammett(six rods) to land now or formerly of the heirs of Grafton Phinney at a stake in the ground; thence

Westerly by land now or formerly of the heirs of Grafton Phinney as the fence now stands or formerly stood, to the first mentioned bound or point of beginning.

For title see deed from Daniel Desch et ux to Herbert G. Anderton, Jr., Trustee of the Cotuit Federated Church Nominee Trust, dated October 29, 1999 and recorded in Book 12635, Page 98.

I, Susan B. Hamel, hereby certify that:

1. I am one of the two surviving trustees of the Trust, the said Herbert G. Anderton, Jr. having recently passed away;
2. The Trust is in full force and effect and has not been altered or amended;

3. I, as one of the two trustees, have full power and authority to executed and deliver the within deed for the consideration stated herein(see section 2.1 of the Trust);

4. I have been authorized and directed by all of the beneficiaries of the Trust to take the within action; and

5. All of the beneficiaries of the Trust are natural persons of full age and competent to act.

Executed as a sealed instrument this 27th day of ~~August~~ ^{September}, 2011

Susan B Hamel
SUSAN B. HAMEL, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this 27 day of ~~August~~ ^{September}, 2011, before me, the undersigned notary public, personally appeared Susan B. Hamel, Trustee as aforesaid, and proved to me through satisfactory evidence of identification, which was a [] _____ driver's license, [] passport, or [✓] personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Andy Parker Kelly
Notary Public

My commission expires: 6/10/16

CURRENT OWNER		TRUSTEES OF COTUIT FEDERATED	40 SCHOOL STREET	COTUIT MA 02635
1 Level	2 Public Water	1 Paved	Plan Ref. 93/85	VISION FY2022 BARNSTABLE, MA
4 Gas	6 Septic		Land C#	
SUPPLEMENTAL DATA				
Alt Prcl ID				#SR
Split Zonin				Life Estate
BLD Parcel				PP Acct
ResExpt Q				
#DL 1				
#DL 2				
GIS ID F_946973_2687576				Assoc Pld#

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	QU	VI	SALE PRICE	VC	DESCRIPTION	CODE	ASSESSED	YEAR	ASSESSED	YEAR	ASSESSED		
TRUSTEES OF COTUIT FEDERATED CHUR	32919	0234	05-20-2020	U	I	100	1F	Year	Code	Assessed	Year	Assessed	Year	Assessed		
COTUIT FEDERATED CHURCH TR	27277	0281	04-09-2013	U	I	100	1B	2021	9600	846,200	2020	9600	574,400	2019	9600	574,400
FEDERATED CHURCH OF COTUIT	EXEM	0		U		0			9600	568,000		9600	287,200		9600	287,200
									9600	1,800		9600	2,200		9600	2,500
Total										1,416,000		863,800		864,100		

EXEMPTIONS		DESCRIPTION	AMOUNT	CODE	DESCRIPTION	NUMBER	AMOUNT	COMM INT
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int
Total			0.00					

ASSESSING NEIGHBORHOOD		Nbhd	Nbhd Name	B	Tracing	Batch	COTUIT
Nbhd	Code	Description	Amount	Code	Description	Number	Amount
0110							
NOTES							

APPRAISED VALUE SUMMARY		APPRAISED BLDG. VALUE (CARD)	APPRAISED Xf (B) VALUE (BLDG)	APPRAISED Ob (B) VALUE (BLDG)	APPRAISED Land Value (BLDG)	SPECIAL Land Value	TOTAL APPRAISED Parcel Value
Total		841,700	4,500	1,800	624,800	0	1,472,800
Total Appraised Parcel Value							1,472,800

BUILDING PERMIT RECORD		PERMIT ID	ISSUE DATE	TYPE	DESCRIPTION	AMOUNT	INSP DATE	% COMP	DATE COMP	COMMENTS
201301854	03-25-2013	CM	Commercial	06-30-2013	100	06-30-2013	OVERNIGHT IN BRUCE HALL			
201107164	01-03-2012	CM	Commercial	06-30-2012	100	06-30-2012	TEMP SHELTER-1 NIGHT PE			
200806173	11-03-2008	NR	New Roof	06-30-2009	100	06-30-2009	REROOF			
25777	09-22-1997	RW	Repair Work	06-30-1998	100	06-30-1998	REPLC EXIT DR			
32197	07-17-1997	RE	Remodel	06-30-1999	100	06-30-1999	BATHROOM DOOR			

LAND LINE VALUATION SECTION		DATE	ID	TYPE	IS	CD	PURPOST/RESULT
05-14-2020	GM	04	FR	Field Review			
06-30-2015	NF	01	24	EXEMPT INSP			
06-15-2012	JR	03	16	In Office Review			
06-01-2005	PT	04	44	Drive by Inspection only			
07-09-2004	PT	01	00	Meas/Listed-Interior Acces			
09-04-2002	PT	01	00	Meas/Listed-Interior Acces			
05-25-1999	FS	02	07	Mea + Corrected Listing			

VISIT / CHANGE HISTORY		DATE	ID	TYPE	IS	CD	PURPOST/RESULT
05-14-2020	GM	04	FR	Field Review			
06-30-2015	NF	01	24	EXEMPT INSP			
06-15-2012	JR	03	16	In Office Review			
06-01-2005	PT	04	44	Drive by Inspection only			
07-09-2004	PT	01	00	Meas/Listed-Interior Acces			
09-04-2002	PT	01	00	Meas/Listed-Interior Acces			
05-25-1999	FS	02	07	Mea + Corrected Listing			

LAND LINE VALUATION SECTION		USE CODE	DESCRIPTION	ZONE	LA	LAND TYPE	LAND UNITS	UNIT PRICE	L. FACTOR	SITE INDEX	COND.	NBHD.	NBHD ADJ	NOTES	LOCATION ADJUSTME	ADJ UNIT PRIC	LAND VALUE
1	9601	Church Etc M96	RF	2		0.560	AC	275,000	1.47532	C	1.00	0110	2.750		0	1,115,702.5	624,800
Total Card Land Units 0.561 AC Parcel Total Land Area: 0.56 Parcel Total Land Value 624,800																	

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description
Style	71	Churches			
Model	96	Ind/Comm			
Grade	C	Average			
Stories	1				
Occupancy	0.00	Wood Shingle			
Exterior Wall 1	14				
Exterior Wall 2	03	Gable/Hip			
Roof Structure	03	Asph/F Gls/Cmp			
Roof Cover	03	Plastered			
Interior Wall 1	03				
Interior Wall 2	05	Vinyl/Asphalt			
Interior Floor 1	12	Hardwood			
Interior Floor 2	02	Oil			
Heating Fuel	05	Hot Water			
Heating Type	01	None			
AC Type	9601	Church Etc M96			
Size Adj Tbl					
Total Rooms	00				
Bedrooms	00				
Full Bathrooms	0	0 Full-0 Half			
Bath Split	02	AVERAGE			
Rms/Partitions	02	HEAT ONLY			
Heat/AC	02	WOOD FRAME			
Frame Type	02	AVERAGE			
Baths/Plumbing	06	CEIL & WALLS			
Ceiling/Wall	00	0%			
Common Wall	14.00				
Wall Height	14.00				
1st Floor Use:	9601				

MIXED USE

Code	Description	Percentage
9601	Church Etc M96	100
		0
		0

COST / MARKET VALUATION

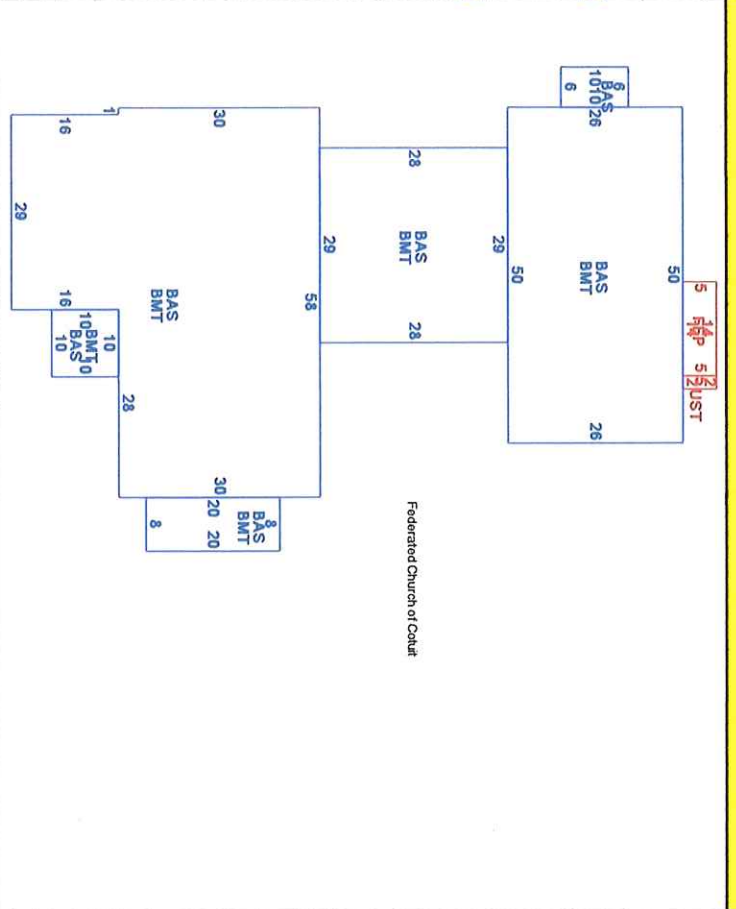
RCN	Year Built	Effective Year Built	Depreciation Code	Year Remodeled	Depreciation %	Functional Obsol	External Obsol	Trend Factor	Condition	Condition %	Percent Good	RCNLD	Dep % Ovr	Dep Ovr Comment	Misc Imp Ovr	Misc Imp Ovr Comment	Cost to Cure Ovr	Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	LB	Units	Unit Price	Yr. Bilt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
PAV1	PAVING-ASPH	L	384	3.00	1983		28		0.00	300
PAV1	PAVING-ASPH	L	492	3.00	1983		28		0.00	400
PAV2	PAVING-CONC	L	204	6.00	1983		64		0.00	800
FEP	Enclosed porch	B	70	70.00	1974		65		0.00	4,300
UST	Utility Storage-a	B	10	17.11	1974		65		0.00	200
SGN2	DOUBLE SIDE	L	9	39.53	1983		28		0.00	100
SGNP	SIGN POST 6"	L	10	10.66	1983		28		0.00	0
SGN2	DOUBLE SIDE	L	20	39.53	1983		28		0.00	200

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	4,636	4,636	4,636	232.14	1,076,178
BMT	Basement Area	0	4,576	915	46.42	212,404
FEP	Enclosed Porch	0	70	25	82.91	5,803
UST	Utility Enclosure	0	10	2	46.43	464
	Ttl Gross Liv / Lease Area	4,636	9,292	5,578		1,294,849



CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT		PREVIOUS ASSESSMENTS (HISTORY)					
COTUIT FEDERATED CHURCH TR		1 Level	2 Public Water	1 Paved	EXEMPT	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
40 SCHOOL STREET		4 Gas	6 Septic		EXM LAND	9620	200	2020	9620	255,200	2019	9620	190,000
COTUIT MA 02635		SUPPLEMENTAL DATA				9620	221,300		9620	200		9620	266,200
		Alt Prcl ID		Plan Ref.									
		Split Zonin		Land C#									
		Bid Parcel		#SR									
		Reseopt Q		Life Estate									
		#DL 1		PP Acct									
		#DL 2											
		GIS ID		Assoc Pld#									
		F_946971_2687702											

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	QU	VI	SALE PRIC	VC	PREVIOUS ASSESSMENTS (HISTORY)					
COTUIT FEDERATED CHURCH TR	257/54	0184	10-14-2011	U	I	1	1F	Year	Code	Assessed	Year	Code	Assessed
ANDERTON, HERBERT G JR TR	12635	0098	10-29-1999	U	I	1K	1K	2021	9620	242,400	2020	9620	255,200
DESCH, DANIEL & CASARICO, CAROLY	11964	0187	01-04-1999	U	I	0	1		9620	200		9620	200
DESCH, DANIEL	7997	0312	05-01-1992	Q	I	140,000	U						
MORRIS, ELIZABETH B	5070	0032	05-12-1986	U	I	1	A						
Total								Total	242,600	255,400	Total	255,400	458,200

EXEMPTIONS		Amount	Code	Description	Number	Amount	Comm Int
Year	Code	Description	Amount	Code	Description	Number	Amount
			0.00				
Total			0.00				

ASSESSING NEIGHBORHOOD		Amount	Code	Description	Number	Amount	Comm Int
Nbhd	Nbhd Name						
0109	B			Tracing			
Batch							
COTUIT							

NOTES		Amount	Code	Description	Number	Amount	Comm Int
Appraised Bldg. Value (Card)							
Appraised Xf (B) Value (Bldg)							
Appraised Ob (B) Value (Bldg)							
Appraised Land Value (Bldg)							
Special Land Value							
Total Appraised Parcel Value							
Valuation Method							
Total Appraised Parcel Value							

BUILDING PERMIT RECORD		Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result		
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpose/Result
18-964	04-10-2018	810	Demolition	15,000	06-18-2019	100	06-30-2019	tearing down single family hou						
90623	03-03-2006	NR	New Roof		06-30-2006	100	06-30-2006	REROOF STRIP OLD SHING						
B16160	04-01-1973	AD	Addition	0	12-31-1973	100	12-31-1973	CO ADDN						

LAND LINE VALUATION SECTION		Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Value	
B	Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Value
1	962V	Religious Other	RF	2	AC	0.480	118,750	1.84893	5	1.00	0109	2,100		1,0000	461,082.5	221,300

APPRAISED VALUE SUMMARY		Amount	Code	Description	Number	Amount	Comm Int
Total Appraised Parcel Value							
Total Card Land Units		0.48	AC				
Parcel Total Land Area		0.48					
Total Land Value							

#13

VISION

CONSTRUCTION DETAIL

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description	Element	Cd	Description
Style	99	Vacant Land			
Model	00	Vacant or OBY			
Grade:					
Stories					
Exterior Wall 1					
Exterior Wall 2					
Roof Structure					
Roof Cover					
Interior Wall 1					
Interior Wall 2					
Interior Floor 1					
Interior Floor 2					
Heat Fuel					
Heat Type					
AC Type					
Bedrooms					
Full Baths					
Half Baths					
Extra Fixtures					
Total Rooms					
Bath Style					
Kitchen Style					
Occupancy					
Accessory/Apt					
Foundation					
Rms Prts					
Bath Split					

Building Value New

CONDO DATA			
Parcel Id	C	B	IS
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION

Year Built	
Effective Year Built	
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	
External Obsol	
Trend Factor	1
Condition	
Condition %	
Percent Good	
RCNLD	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FGR2	Garage- Avg-	L	360	50.00	1920		1	00	1.00	200

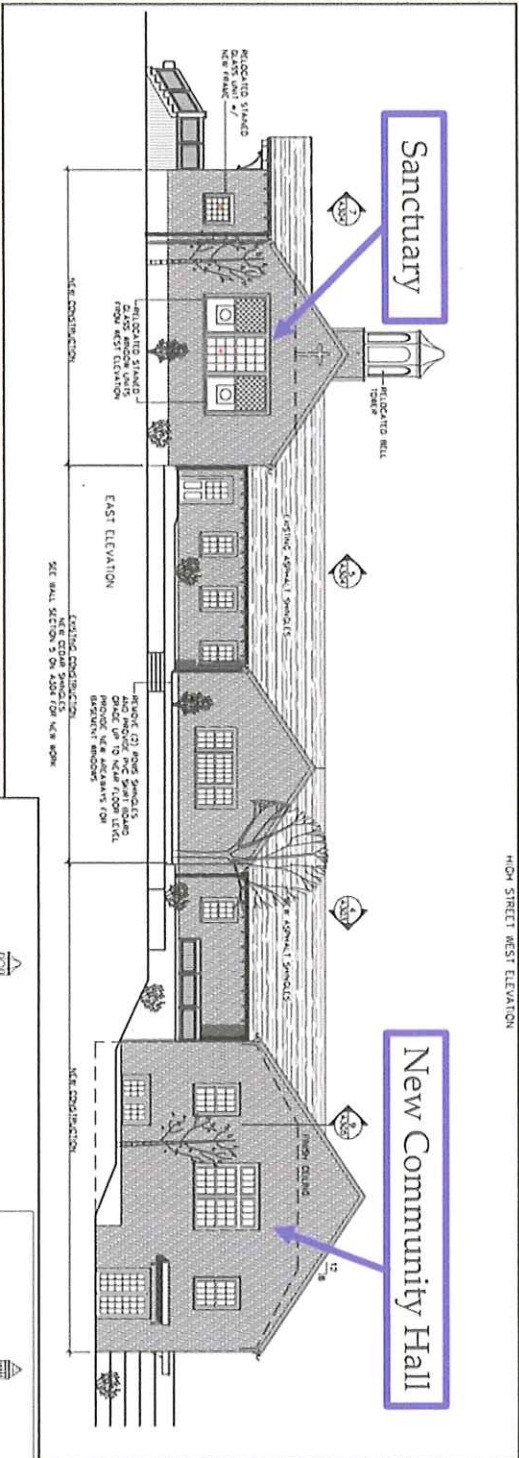
BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
	Ttl Gross Liv / Lease Area	0	0	0		0

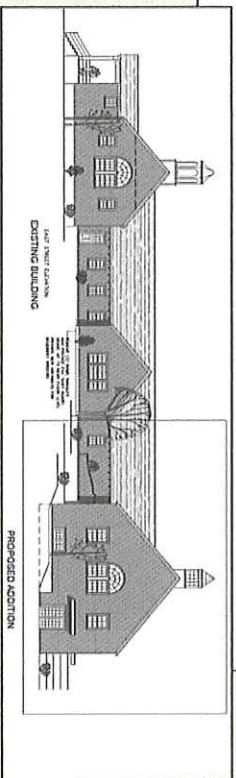
No Sketch



ATTACHMENT #15 (View from the Town Green)

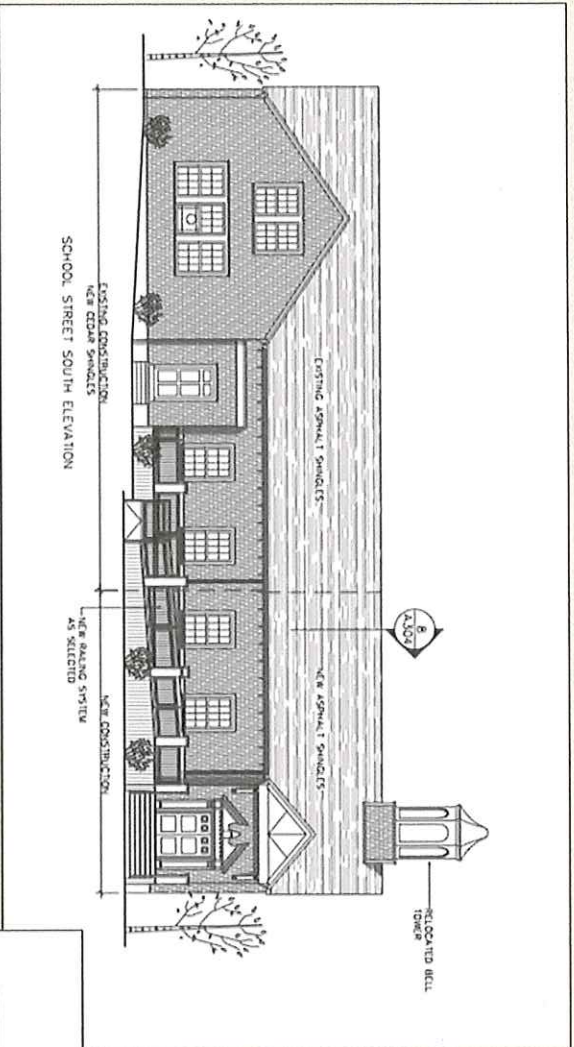


Design Approved By Historical Commission at August 17, 2021

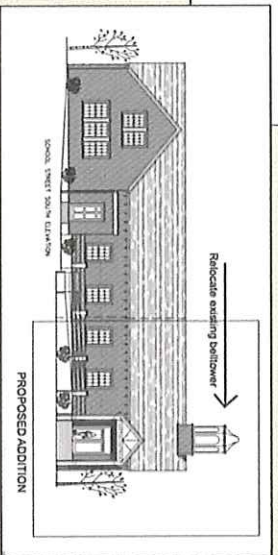


Plan Design Shared at July 20, 2021 Historical Commission Meeting

ATTACHMENT #16 (View from School Street)

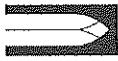


Current Plan Design — View from High Street
Note the Placement of existing historic door



Plan Design Shared at
July 20, 2021 Historical Commission Meeting

ATTACHMENT #17 (Cost Stained Glass Resources)



COTUIT FEDERATED CHURCH
 COTUIT, MA
 PRICE QUOTATION
 October 19, 2021

**Quote from
 Stained Glass Windows - Hampden, MA**

Restoration by Complete Releading (Per Enclosed "General Specifications for Restoration by Releading")

Sanctuary, West Wall, 2 Leaded Panels in Lower Sash.....	\$ 6,300.00 ea.....	\$ 12,600.00
Crosby Window from Attic Storage.....		\$ 6,300.00
Coleman Window from Kraft Room, Leaded Panel in Lower Sash..		\$ 4,500.00
		<u>\$ 23,400.00</u>

Project Management, Mobilization and Site Work

Removal.....		\$ 2,188.80
Installation.....		\$ 866.40
		\$ 3,055.20
TOTAL:	\$	26,455.20

Inspect and Clean Wood Divided Windows

Sanctuary, West Wall, 2 Wood Divided Sash.....	\$ 1,000.00 ea.....	\$ 2,000.00
Coleman Window from Kraft Room, Wood Divided Sash.....		\$ 1,000.00
		\$ 3,000.00

Project Management, Mobilization and Site Work

Removal.....		\$ 211.20
Installation.....		\$ 83.60
		\$ 294.80
TOTAL:	\$	3,294.80

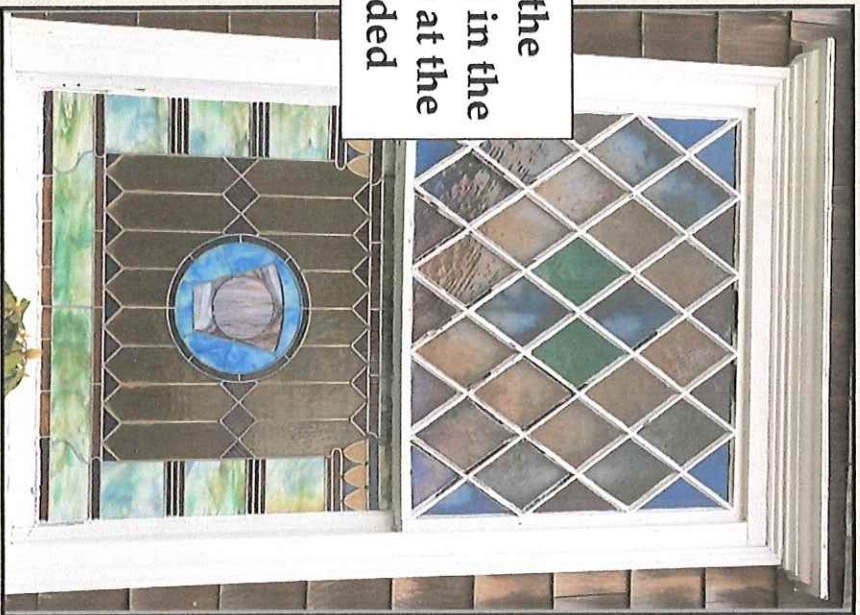
With Religious Content
 Costs that are not included
 in the CPC support request

With Non-Religious Content
 Costs that are included in the
 CPC support request

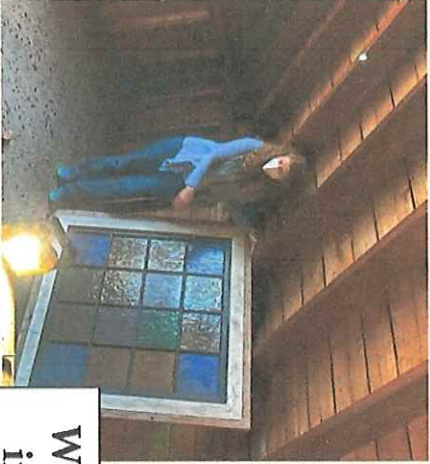
ATTACHMENT #18



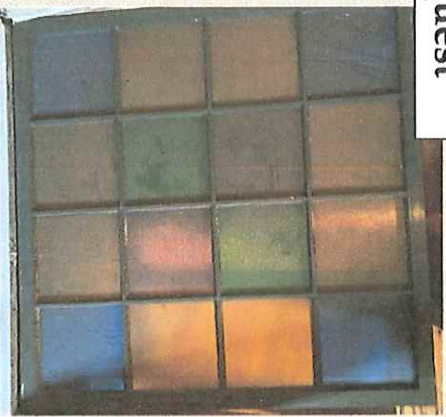
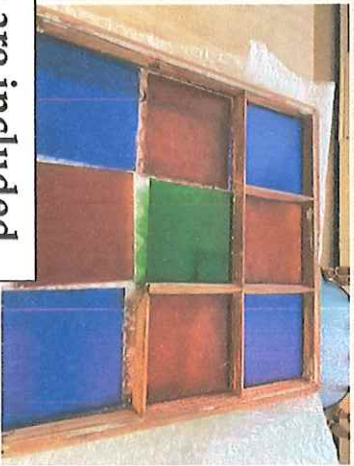
Top windows with the diamonds are included in the grant request, the ones at the bottom are not included



ATTACHMENT #19



Windows that are included
in the CPC grant request



ATTACHMENT #20 (Anticipated Installation Timeline)

Cotuit Federated Church Anticipated Installation Timeline CPC Supported Project Categories

- ❖ Exterior Shingles — May to August 2022
- ❖ Historical Windows — May to June 2022
- ❖ Fire Protection — May to July 2022
- ❖ Front Entrance to Sanctuary — July to August 2022

Anticipation Completion of Entire Project is September to October 2022

Date: February 11, 2022

To: Community Preservation Committee

Re: Cotuit Federated Church
Architectural Assessment Report

To whom it may concern:

I am a registered architect in charge of the Cotuit Federated Church addition and renovation project.

The following is a synopsis of the building upgrade that we incorporated into our design of the facility.

Windows:

Extending the nave and adding a larger narthex the design intent is to match the existing nave windows (4) to keep the same look throughout the entire nave area.

The narthex will be adding (1) specialty window and rebuilding (5) windows to accommodate existing stain glass sash units.

New and relocated units will need to meet current wind loads with the windows or protective coverings to meet these design loads.

Shingles:

The building addition is planned to be sided with cedar shingles to match the Cape Cod look that the church currently has. It was decided to re-shingle the existing portion of the church and to change the exposure of the shingles from 10" to a smaller exposure as it was built originally.

Front entrance:

The main entrance to the sanctuary was originally facing School Street. With the extension of the sanctuary it made sense to face the entrance off School Street as originally designed. The entrance is now more visible and more accessible to the public. The Barnstable Historical Commission requested the current entrance door and surround trim be reused on our new entrance to the sanctuary, which we are complying with.

Fire protection:

Under current laws, with the new additions a fire sprinkler system is required for the entire facility, for both area and use, per NFPA 13.

This will safeguard the facility from fire and also allow the current nursery to be code compliant.

If any additional information is needed feel free to contact me at ConServ Group, tel # 508-888-6555.

Respectfully Submitted,

David J Vachon
Registered Architect

Conserv
 Group Incorporated
 110 State Road, Suite 7
 Sagamore Beach, MA 02562
 Tel: 508-808-6555

PROPOSED ADDITION/RENOVATION
 for
 COTUIT FEDERATED CHURCH
 40 SCHOOL STREET
 COTUIT, MASSACHUSETTS

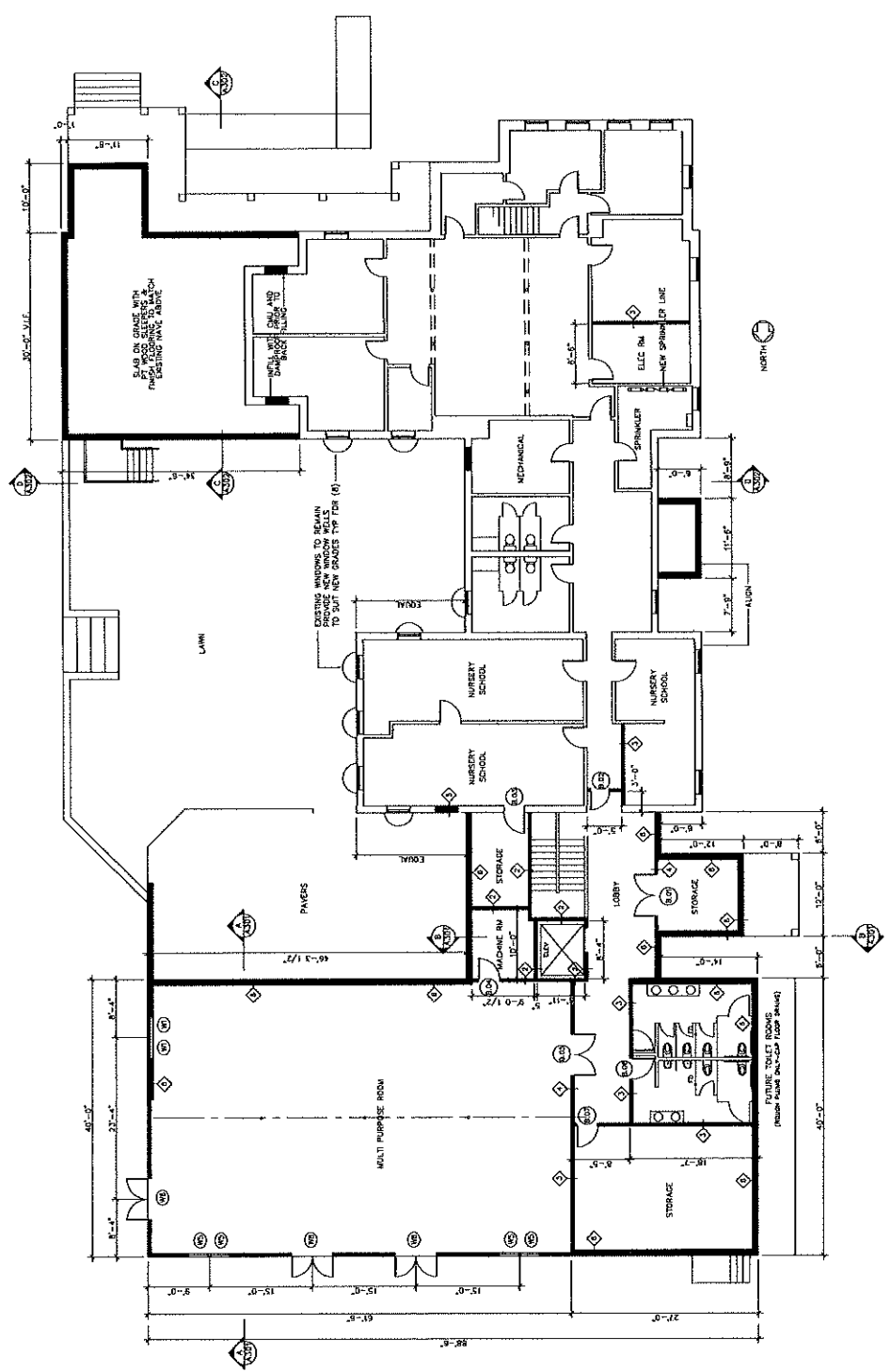
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2	FOR CONSTRUCTION

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DATE	6-23-21
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CHECKED	
APPROVED	

CONSERV GROUP INCORPORATED
 110 STATE ROAD, SUITE 7
 SAGAMORE BEACH, MA 02562
 TEL: 508-808-6555
 WWW.CONSERVGROUP.COM

SHEET TITLE:
BASEMENT PLAN
 SHEET & JOB #:
 A102
 #951



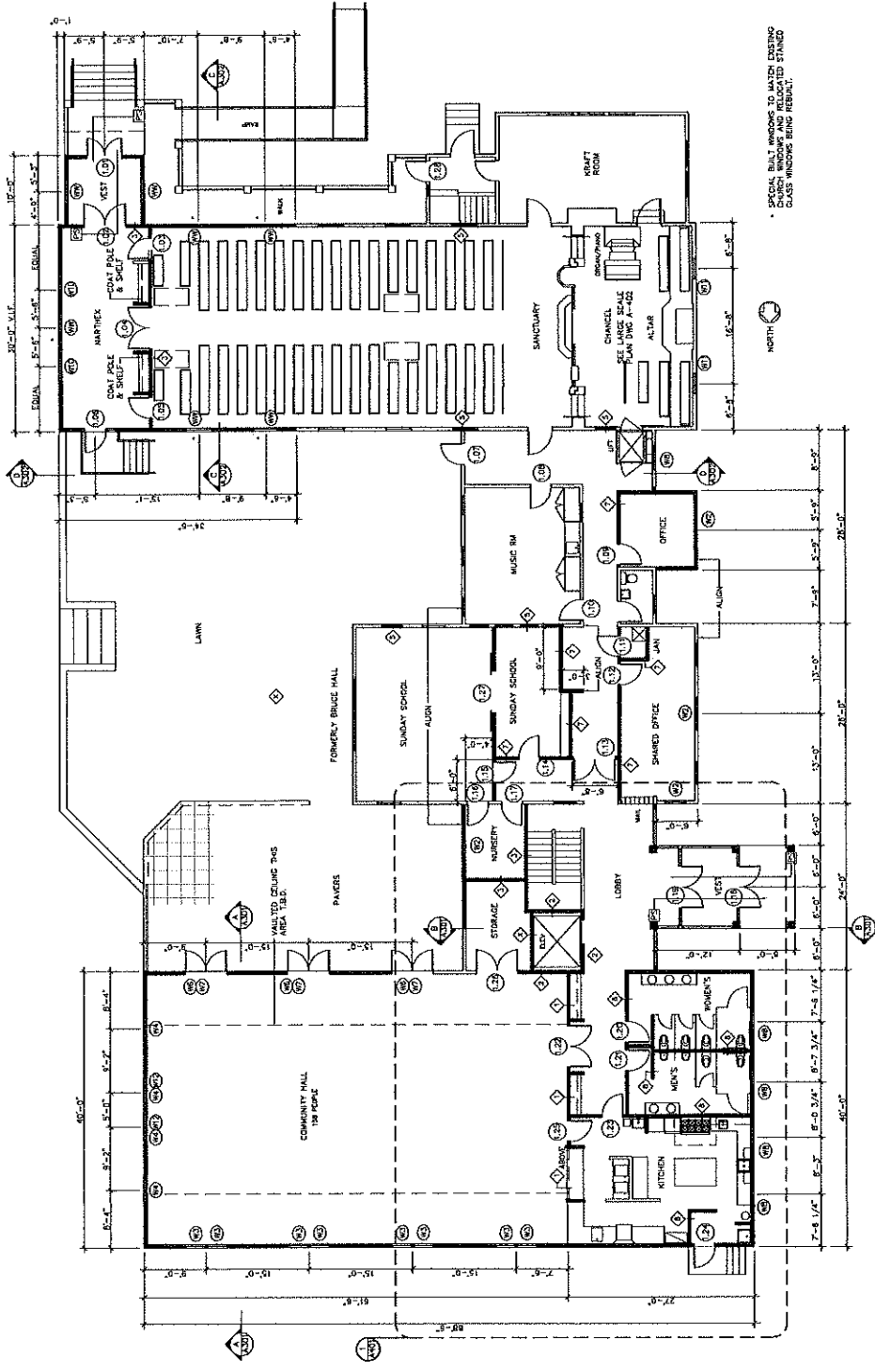
**PROPOSED ADDITION/RENOVATION
for
COTUIT FEDERATED CHURCH
40 SCHOOL STREET
COTUIT, MASSACHUSETTS**

REVISIONS	
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SHEET TITLE:
FIRST FLOOR
PLAN
SHEET & JOB #:
A103
#951



* SPECIFY BUILT WINDOWS TO MATCH EXISTING CHURCH WINDOWS AND RELOCATED STAINED GLASS WINDOWS BEING REBUILT.

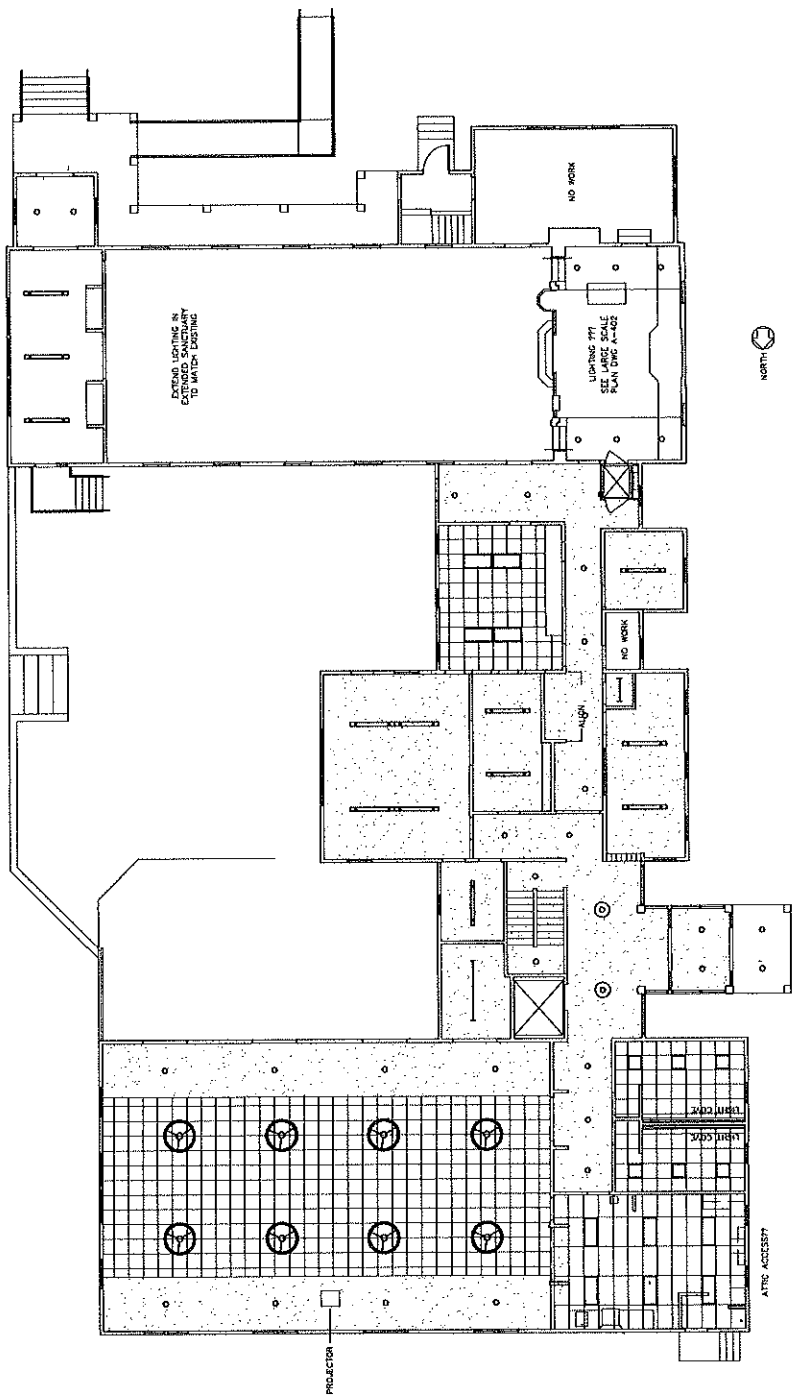
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REVISIONS		DATE	BY
1	ISSUE FOR PERMIT	6-23-21	6-23-21
2	FOR CONSTRUCTION	1-11-22	1-11-22

DWG. INFO.	
DATE	6-23-21
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CHECKED	
APPROVED	

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**CEILING PLAN
 FIRST FLOOR**
 SHEET & JOB #: A106 #951



- FIXTURE TYPES:
- DECORATIVE PENDANT FIXTURE AS SELECTED
 - 2 x 4 LED FIXTURE
 - 2 x 2 LED FIXTURE
 - PENDANT MOUNTED FIXTURE AS SELECTED
 - PENDANT LED LINEAR FIXTURE
 - INDUSTRIAL TYPE FIXTURE 8 FT LONG
 - RECESSED LED DOWNLIGHT

PROPOSED ADDITION/RENOVATION
for
COTUIT FEDERATED CHURCH
40 SCHOOL STREET
COTUIT, MASSACHUSETTS

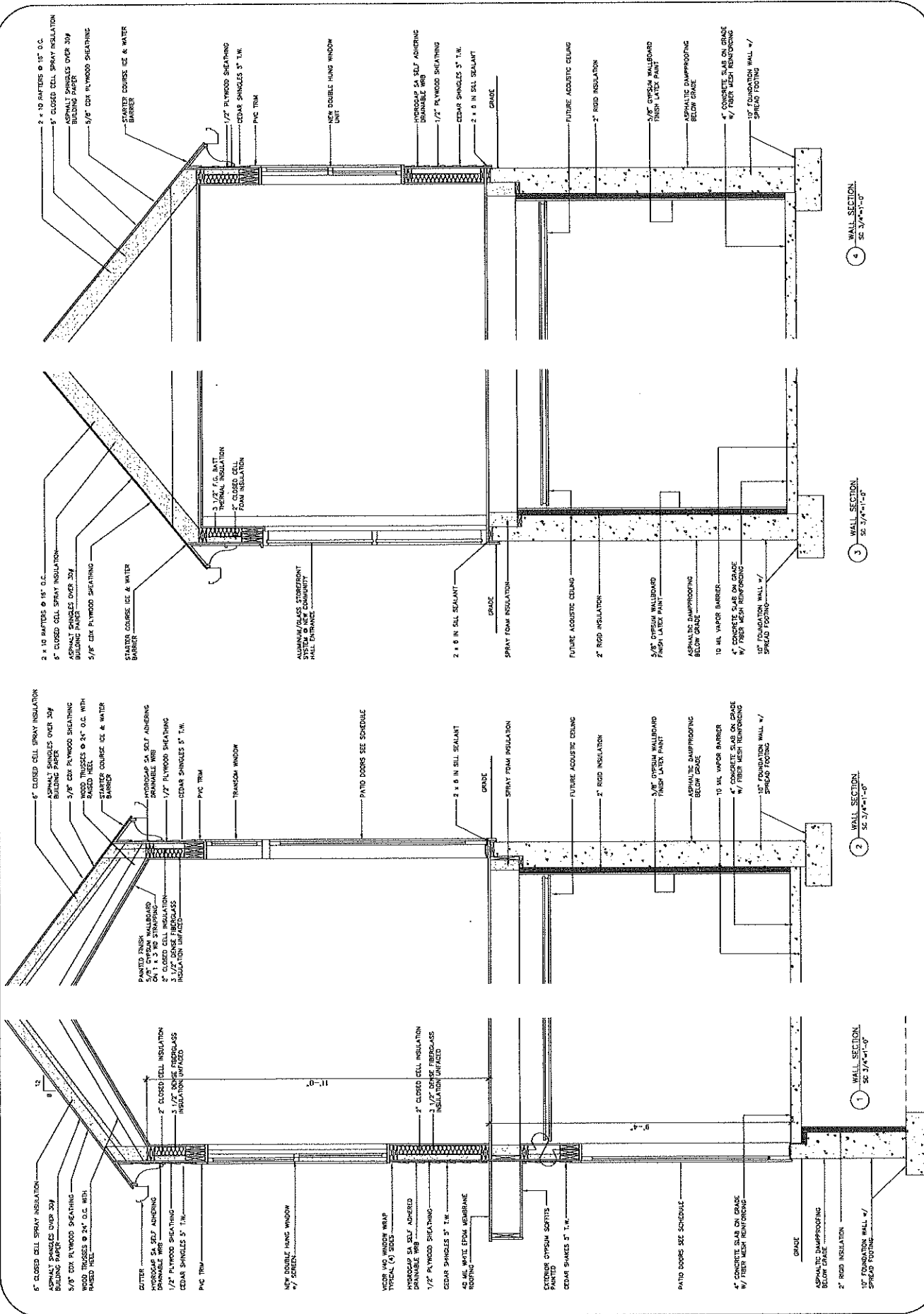
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NO.	REVISIONS	DATE
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WALL SECTIONS	
SHEET & JOB #:	
A303	#951

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1 WALL SECTION
SC. 3/4"=1'-0"

2 WALL SECTION
SC. 3/4"=1'-0"

3 WALL SECTION
SC. 3/4"=1'-0"

4 WALL SECTION
SC. 3/4"=1'-0"

Conserv
 Group Incorporated
 110 State Road, Suite 7
 Sagamore Beach, MA 02562
 Tel: 508-888-6555

PROPOSED ADDITION/RENOVATION
 for
COTUIT FEDERATED CHURCH
 40 SCHOOL STREET
 COTUIT, MASSACHUSETTS

REVISIONS

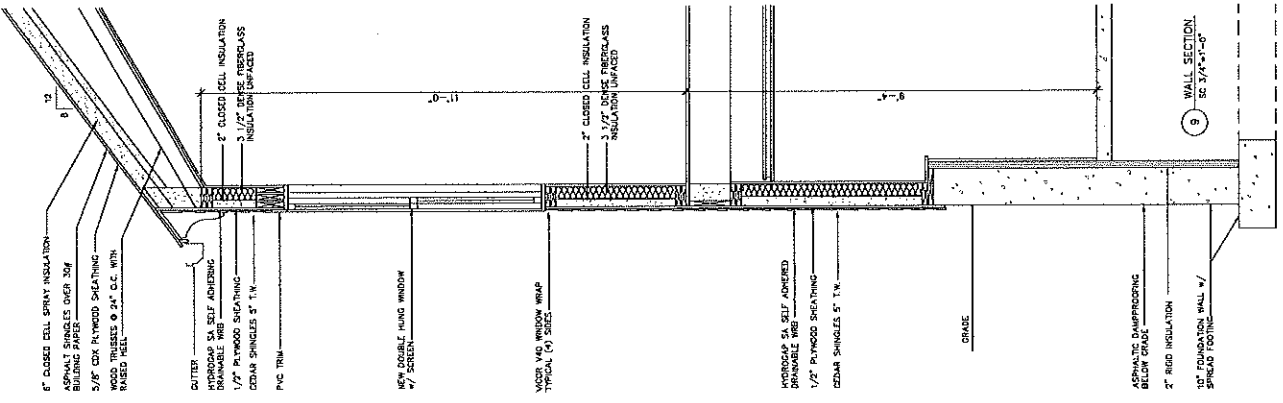
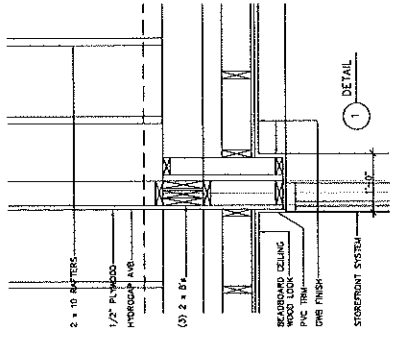
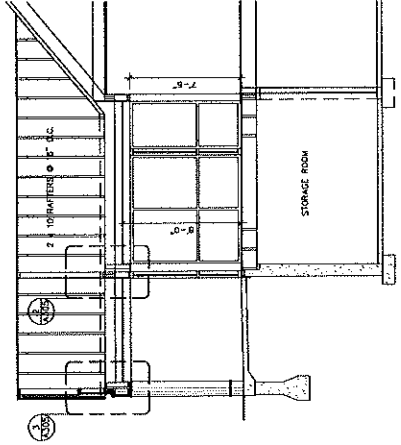
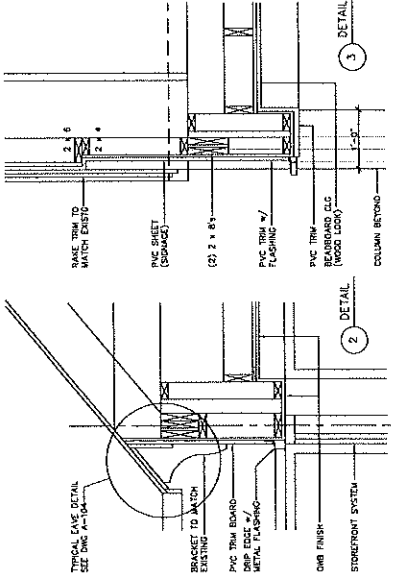
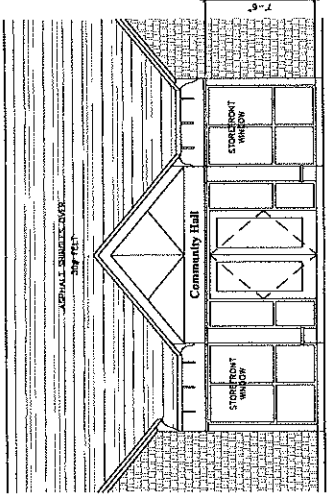
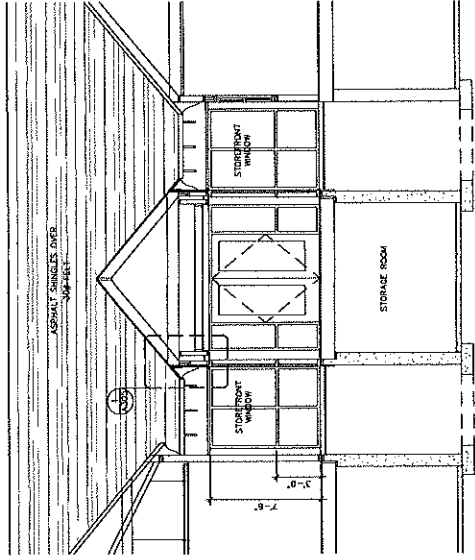
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APRVD	

SHEET TITLE:
**SECTION
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 SHEET # JOB #:
 A305 #951

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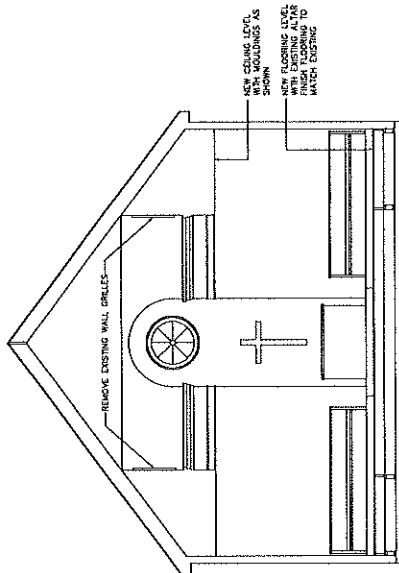
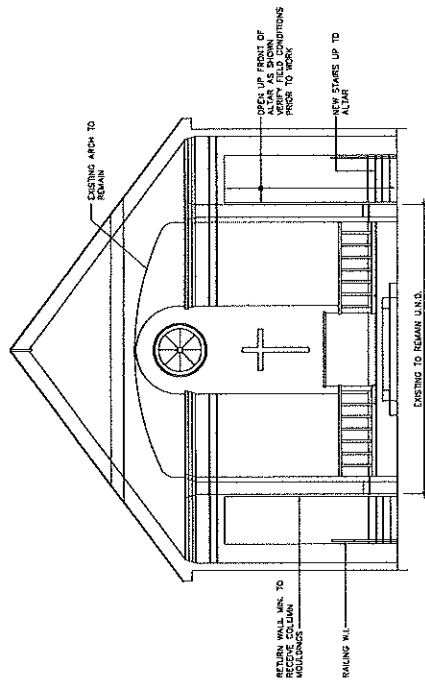
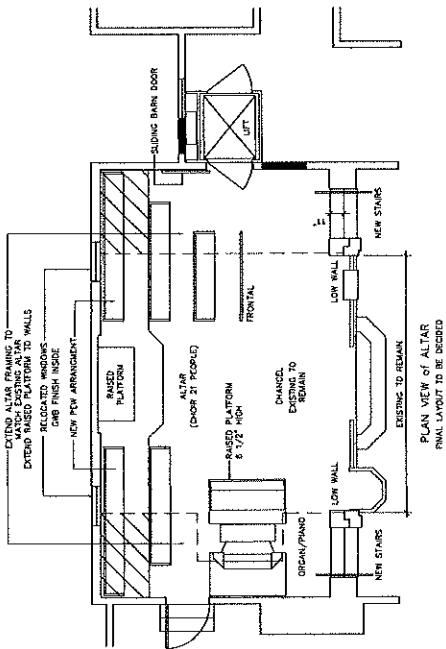
PROPOSED ADDITION/RENOVATION
 for
 COTUIT FEDERATED CHURCH
 40 SCHOOL STREET
 COTUIT, MASSACHUSETTS
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2	FOR CONSTRUCTION 1-12-02

DWG. INFO.	
DATE	6-23-01
SCALE	1/4"=1'-0"
DRAWN	DOY
CHECKED	
APPROVED	

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SHEET TITLE:
 PLAN, SECTION
 ELEVATION
 SHEET & JOB #:
 A402
 #951



REVISIONS	
1	ISSUE FOR PERMIT 6-3-01
2	FOR CONSTRUCTION 7-14-02

DWG. INFO.	
DATE	6-3-01
SCALE	1/8"=1'-0"
DRAWN	DMV
CHKD	
APPVD	

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SHEET TITLE:	
DOOR & WINDOW SCHEDULE	
SHEET & JOB #:	
A601	#951

DOOR SCHEDULE

DOOR NO.	WIDTH	HEIGHT	THICK	TYPE	MATERIAL	FRAMING	FINISH	TURNOUT	LOCUST	WINDRZ	FRONT	DOORS	INSIDE	DOOR	STOPS	SEALS	REMARKS
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B.11	3'-0"	7'-0"	1 3/4"	A	WOOD	PTD	PTD		X				1.5 PR	X			
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Conserv
 Group Incorporated
 110 State Road, Suite 7
 Sagamore Beach, MA 02562
 Tel: 508-889-6555

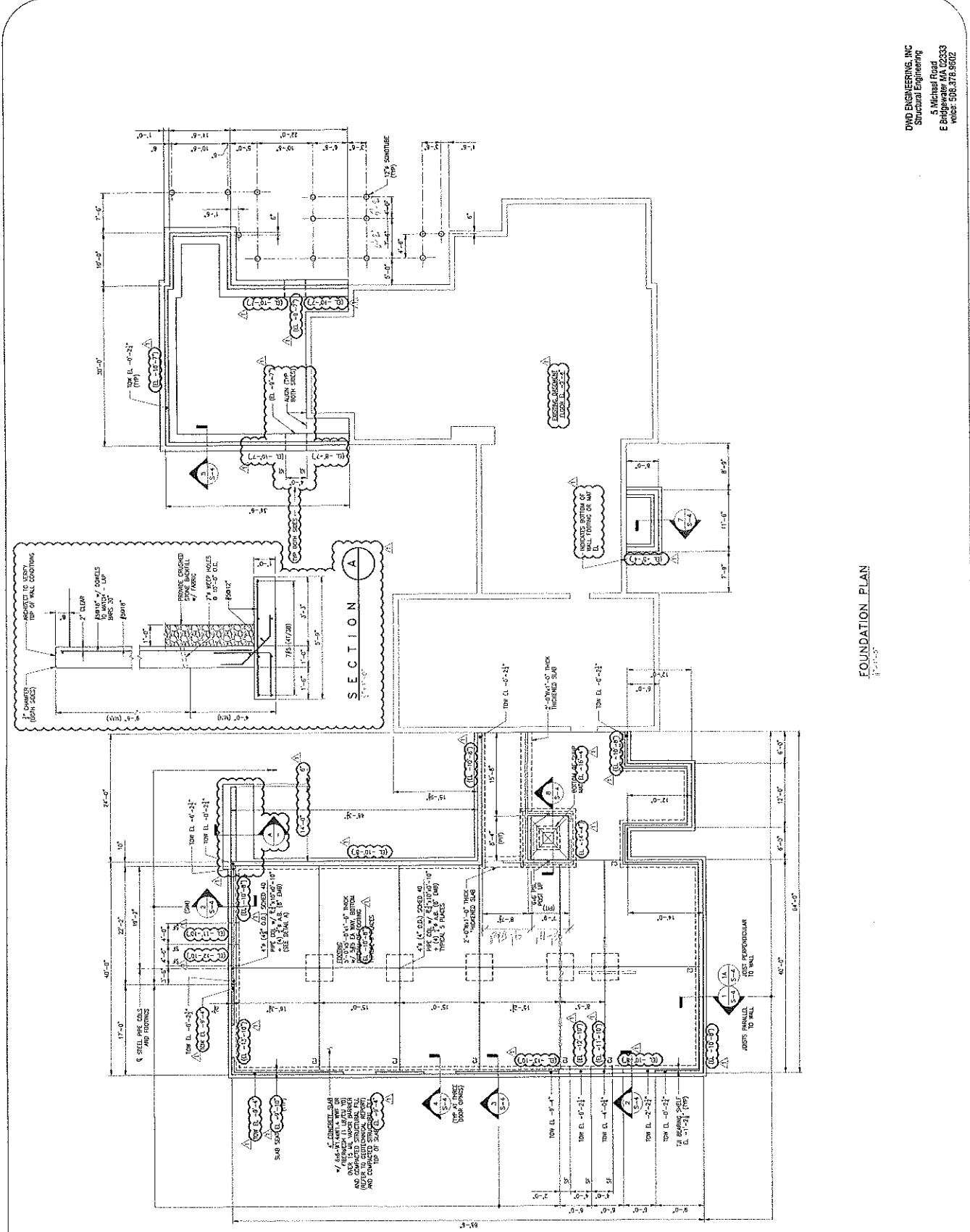
PROPOSED ADDITION/RENOVATION
 for
COTUIT FEDERATED CHURCH
 40 SCHOOL STREET
 COTUIT, MASSACHUSETTS
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REVISIONS	
1	ISSUED DRAWINGS (SEE DRAWING WALL 1122.27)

DWG. INFO.	
DATE	11.23.2021
SCALE	AS NOTED
DRAWN BY	RCC
CHKD	DWD
APPRVD	DWD

SHEET TITLE:
FOUNDATION PLAN

SHEET & JOB #:
 S-1
 #951



FOUNDATION PLAN
 1/8" = 1'-0"

DWD ENGINEERS, INC.
 Structural Engineering
 51 Michael Drive
 Cotuit, MA 02533
 Phone: 508.376.5602



Conserv
 Group Incorporated
 110 State Road, Suite 7
 Sagamore Beach, MA 02562
 Tel: 508-888-8555

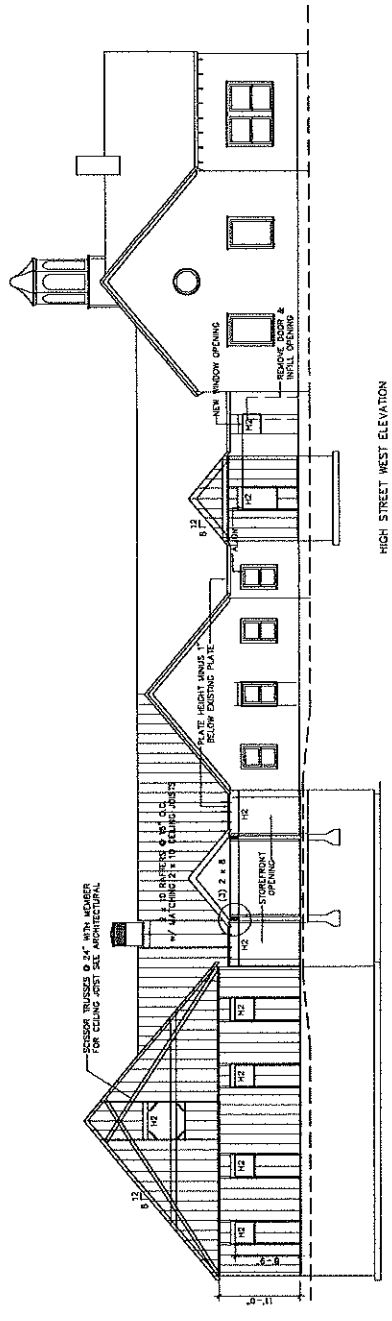
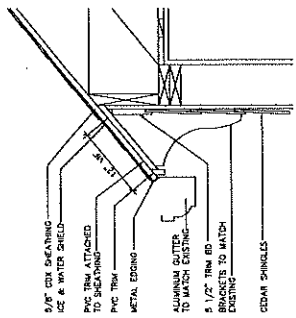
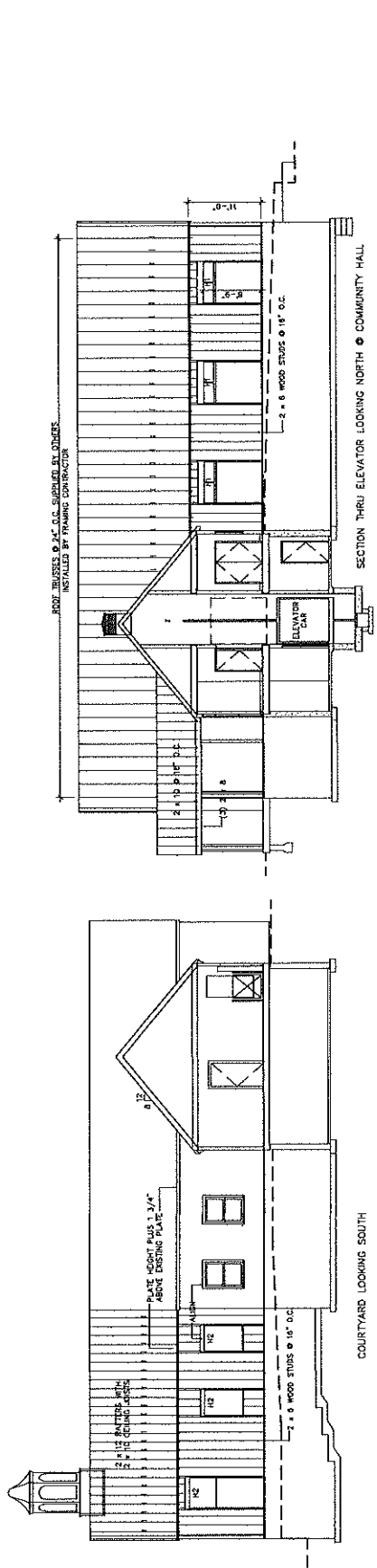
PROPOSED ADDITION/RENOVATION
 for
COTUIT FEDERATED CHURCH
 40 SCHOOL STREET
 COTUIT, MASSACHUSETTS

REVISIONS	
1	ISSUE FOR PERMIT 8-2-21
2	FOR CONSTRUCTION 11-12-22

DWG. INFO.	
DATE	6-23-21
SCALE	1/8" = 1'-0"
DRAWN	DJV
CHECKED	
APPROVED	

SHEET TITLE:
FRAMING PLAN

SHEET & JOB #:
 S-5
 #951



REFER TO DRAWINGS S1 THRU S4 FOR ADDITIONAL INFORMATION

ATTACHMENT #23

Partnerships and Service to the Community

Cotuit Federated Church
40 School St.
Cotuit, MA 02635

For over 170 years, our multidenominational church has served the village of Cotuit. We are a federated church, affiliated with both the United Methodist Church and the United Church of Christ (formerly Congregational). We welcome worshippers and community participants of all traditions regardless of gender, race, faith tradition, sexual orientation, immigration status or economic situation. Part of the church's faith journey is to serve the community and we encourage members to be actively engaged in church related outreach programs as well as programs with our partner organizations.

Our service to the community extends beyond the walls of our church building.

We search for ways to understand the needs of our community, and to effectively plan and administer activities to meet those needs. The possibilities of expanded and enhanced facilities will have a significant impact on the way CFC is able to serve the congregation, Cotuit, and our neighboring communities. By adding a new larger community hall that is a state-of-the-art multimedia facility, the CFC can offer meeting space to a wider variety of service organizations. We partner with local service agencies to provide both volunteers and meeting space and we currently participate in the following programs and projects:

Homeless and Food Insecurity

Fighting financial insecurity through donations of food, clothing and household goods to individuals and community programs

Miracle Kitchen – twice monthly volunteers prepare and serve lunch at Salvation Army Center (Hyannis); during Covid, prepared bagged lunches for distribution

Faith Family Kitchen (Hyannis) – once monthly cook and serve meals for homeless; also work with Duffy Center (Hyannis) to reach out to homeless clients

Elise House – (Homeless Not Helpless, Inc. program) provide clothing for home for women and children

Holiday Meals – partner with Cotuit Fire and Rescue to provide holiday meals to families in need

Food Drives – partner with the Cotuit Fire and Rescue

Habitat for Humanity – supply volunteer builders and/or snacks and lunch at construction sites in Cotuit and other Barnstable communities

Emerson House – supply holiday gifts at residence for women in recovery and their children

Nurturing Children and Youth

Sponsors Boy Scouts of America Troop 52, projects and charter

Reading About Diversity – monthly readers go to schools to share experiences about diversity

Baby Center – collect diapers and necessities and donate to The Baby Center (Hyannis)

Holiday Gifts – collect/provide gifts to local agencies for distribution to children and teens in need

Provide space for Cotuit Nursery School (nondenominational)

Serving Elders

Kay's Cupboard – lends crutches, wheelchairs, walkers, etc. to those in need during recovery

Yoga Classes for Seniors – promotes health through chair Yoga classes and meditation classes

Annual Rummage Sale – raise money for outreach programs

Called to Care – visit elders, provide transportation, help with small projects, provide meals

Heart and Hands – 3-person team assists with chores around the home, inside and outdoors

Serving Community

Beach Clean-up – volunteers assist with annual clean-up

Helps coordinate CraftFest Cotuit weekend each August – on village green, largest outdoor crafts festival on Cape Cod (town green borders church property)

Assist with and participates in Christmas in Cotuit (open house at church) and July 4th parade (Grocery Cart Run to collect items for families in need)

Fellowship Hall

Cotuit Fire and Rescue – training

Kettleers Baseball Board of Directors meetings

Alcoholics Anonymous (AA) – CFC hosts two support group meetings per week Oldest AA meeting on the Cape

Narcotics Anonymous (NA) – CFC hosts one support group meeting a week

In the Sanctuary

Funeral, marriage and other commemorative ceremonies for non-members as well members

Open House during Christmas in Cotuit

Choral groups perform open to the community, including Cape Harmony summer concert programs

This list is reflective of pre-Covid times; some of these items have been paused or changed due to the pandemic.

ATTACHMENT #24

AREAS OF COMPLIANCE - FEDERAL, STATE, LOCAL

The Town of Barnstable Community Preservation Committee (CPC) requires that all proposed projects be eligible for CPA funding according to the requirements described in the CPA legislation. Cotuit Federated Church responses are written below.

GENERAL PROJECT CRITERIA

Compliance with Standards for Rehabilitation as outlined in the "The Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995".

RESPONSE: The fourth standard listed states: "Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved." This is true of the Cotuit Federated Church. We are an official "building of historical significance". The original building (1900) has required updates, repairs, and expansions over time. We don't look exactly like the original building. This is to be expected. The changes in 1940's and again in the 1950's made necessary adjustments to accommodate new roads, utilities and other town upgrades as well as conveniences for the members. Our current Expansion and Renovation Project retains many of the architectural features significant to our history – the main entry way that was added in the 1940s, for example. We are also restoring and using stained-glass windows that appeared in the original structure when it was built in 1900. These windows had been removed and stored sometime in the 1940s.

Consistency with the Local Comprehensive Plan (LCP), that has been adopted by the Town of Barnstable.

RESPONSE: At this time, a Local Comprehensive Planning Committee (LCPC) is being established to facilitate the Town of Barnstable's update of the *Local Comprehensive Plan, 2010* (LPC). The town's mission is "to protect the quality of life and unique character, engage our citizens, and enact policies that respond to and anticipate the needs of our community". By complying with the standards set by the Community Preservation Committee during the Letter of Intent (LOI) process, the Cotuit Federated Church is not inconsistent with that portion of the plan that includes historic preservation.

1. Preservation of the essential character of the town. **See Question #2 in application.**
2. Save resources that would otherwise be threatened and/or serve a currently under-served population. **See question #1 in application.**
3. Demonstrate practicality and feasibility and demonstrate practicality that they can be implemented expeditiously and within budget. **See Attachment #6 – CFC Building Project Cash Flow Projection.**
4. Produce an advantageous cost/benefit value **See Attachment #5 – Total Building Project Budget – Expense and Income.**

5. Leverage additional public and/or private funds; applications that identify commitment from other funding sources will receive a higher priority. **See Attachment #5 – Total Building Project Budget – Expense and Income. Footnote #2.**

As of 2/15/2022 Pledged 3,186,073 Received 2,677,529

6. Receive endorsements by other municipal boards or departments. **Have received endorsement of Barnstable Historic Commission and applying for endorsement of Community Preservation Committee.**
7. Serves more than one CPA purpose – **Serve as historical preservation; nonprofit**

HISTORIC PRESERVATION CRITERIA (Community Preservation Act)

The Community Preservation Act (CPA) recognizes historic resources as, "historical structures and landscapes", including "a building, structure, vessel, or real property that is listed or eligible for listing on the State register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture, or culture of a city or town".

For CPA purposes, the local historic preservation commission is the Barnstable Historical Commission. Proposals for publicly-owned property listed on the State Register of Historic Places or deemed historically significant by the Barnstable Historical Commission, will receive preference in allocating CPA Historic Preservation funds by addressing as many of the following Historic Preservation criteria as possible. The Cotuit Federated Church meets the following criteria:

Preserve historic cultural, architectural or archaeological resources of significance, especially those that are threatened.

RESPONSE: Not unlike other towns and villages on Cape Cod, Cotuit has a heritage that dates back five centuries. While the actual Cotuit Federated Church was built in 1900, the church was founded in 1846. We serve as a historic cultural and architectural resource for Barnstable. The responsibility of maintaining a historic building in the vicinity of a historic district is taken seriously by administration.

Receiving endorsement of others.

RESPONSE: The CFC has received many endorsements and testimony from organizations and individuals that are included in this application. **Attachment #s 25 – 32.**

Demonstrate the ability to provide permanent protection for maintaining the historic resource.

8. RESPONSE: CFC administrative structure includes multiple long-standing committees that provide oversight to church operations. Church finances are managed by experienced volunteers who prepare budgets and reports. This application includes a forecast of increased income that will sustain financial resources for expansion and renovation

plans. CFC is financially stable. **See Attachment #5 – Total Building Project Budget – Expense and Income.**

Also, we have raised \$3.2 million for expansion purposes.

Protecting, preserving, enhancing, restoring and/or rehabilitating Town-owned historic, cultural, architectural or archaeological resources of significance, especially those that are threatened and/or in need of restoration

RESPONSE: Not applicable. We are a private nonprofit 501.c.3

Demonstrating the ability to provide permanent protection for maintaining the historic.

RESPONSE: The CFC administration provides oversight to compliance with long range plans and strategies to maintain the building. With ongoing financial support from the membership and income from a rental property, the Church has proven ability and resources to provide for building preservation.

Historic properties must be listed on the State Register of Historic Places or deemed historically significant by vote of the Barnstable Historic Commission.

RESPONSE: CFC was deemed historically significant on January 18, 2022. **See Attachment #1 – Approval Letter from Barnstable Historic Commission.**

Preserve the historical function of a property or site.

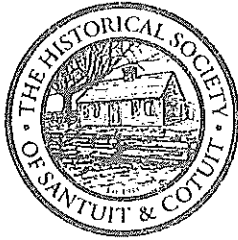
RESPONSE: The Cotuit Federated Church is requesting CPC funding for previously qualified historical attributes only. This includes restoration of stained-glass windows, relocating the historical front entrance doors to the original location, an ADA approved ramp, and replacing outside shingles with historical shingles.

Listed or eligible for listing on the State Register of Historic Places

RESPONSE: At this time the CFC is not listed in the State Register; however, action will be taken in the near future to make this happen.

Demonstrate a public benefit.

RESPONSE: The CFC welcomes worshippers and community participants of all traditions regardless of gender, race, faith tradition, sexual orientation, immigration status or economic situation. We partner with local service agencies to provide both volunteers and meeting space and participate in many programs and projects. Expanded and enhanced facilities will have a significant impact on the way CFC is able to serve the congregation, Cotuit, and our neighboring communities.



#25

THE HISTORICAL SOCIETY
OF SANTUIT & COTUIT

January 18, 2022

To Whom It May Concern,

I am writing in support of the Cotuit Federated Church and the integral part it plays in the identity of our village. The church serves not only as a house of worship providing invaluable guidance and support to its members, it also acts as an important community hub.

Having roots that go back to the earliest beginnings of Cotuit Village, it provides a strong and stable presence in the community. The building is of particular historical significance since it is a combination of two former congregations, the Methodist Church of Cotuit and the Congregational Church, both of which were early places of worship in Cotuit from the mid-1800s.

The church also housed our Town Fathers as they made decisions on Cotuit's future and was, and still is, an important meeting place. In addition to its function as a meeting place for all church ministries, the building hosts numerous community groups including the Athletic Association, AA, NA, Boy and Girls Scout (1950's-70's), and many cherished village celebrations such as Christmas in Cotuit and CraftFest Cotuit.

As a lifelong resident of Cotuit, I can say without hesitation that this church has had a momentous impact in my life and has been more helpful to me than almost anything in the village. The Church offers assistance to our entire community, donating food and education to those in need. This building represents far more than a symbol to us, it is a living and working example of the goodness and teachings of God. It holds the spirit of Cotuit and I foresee it providing nothing but even greater positive actions for our village.

Sincerely,

Victoria Vieira
Vice-President HSSC

-A
Historical Society of Santuit & Cotuit
Preserving Cotuit's Heritage for 65 Years
1148 Main St., Cotuit, MA 02635 | (508) 428-0461
www.cotuihistoricalsociety.org

THE HISTORICAL SOCIETY OF SANTUIT & COTUIT

1148 MAIN STREET — P.O. Box 1484 — COTUIT, MASSACHUSETTS 02635

508.428.0461 WWW.COTUIHISTORICALSOCIETY.ORG INFO@COTUIHISTORICALSOCIETY.ORG



COTUIT
LIBRARY
ASSOCIATION

26

Officers

February 7, 2022

Tim Bates - *President*
Lisa Frusztajer - *Vice President*
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Treasurer*

Mr. Lindsey B. Counsell, Chair
Community Preservation Committee
Town Hall, 3rd Floor
367 Main Street
Hyannis, MA 02601

Dear Mr. Counsell,

Board of Trustees

Seth Burdick
Michael Curtis
Jay Entwistle
Caroline Odden
Jan Scullin
Leslie Silliman
Karl Vasiloff

Thank you for the opportunity to submit a letter of support on behalf of the Cotuit Federated Church (CFC) and their application for funding from the Barnstable Community Preservation Committee. I understand that the CFC has requested \$200,000 to help preserve aspects of the historic church building as part of a comprehensive preservation and expansion project. I am writing to endorse their efforts to preserve and expand the outstanding services they provide to our community.

I represent the Cotuit Library Association. We have been associated with the Cotuit Federated Church for over 100 years since we moved into our permanent home in 1894, in the lot adjacent to the church. Our partnership with CFC is vital to the success of our organization for many reasons.

Ex Officio

Patricia Marmen - *President,
Friends of the Cotuit Library*

Jessica Rudden-Dube
Executive Director

The mission of the Cotuit Library Association is to enhance village life by providing a place where community gathers, and all individuals achieve personal growth. We do this by supporting the social, intellectual, and emotional wellbeing of our community through robust programming, accessible collections of books and materials, and by providing a gathering place for meetings, groups, and Village events. We have consistently found that the CFC is an incredible ally that assists our library in fulfilling this mission by not only promoting the use of the library as a safe place where all are welcome, but also through participation and collaboration.

CFC is an active and inclusive partner in our community. From hosting food drives and stocking local food pantries to offering community members a place for recovery and support meetings, we know we can refer library patrons that need extra encouragement to CFC, regardless of their religious beliefs or life circumstances. CFC's doors are always open to the community.

The \$200,000 grant that CFC has requested will not only positively impact the church and its congregation but would allow our community greater opportunities to engage with one another through co-offered programs and services. One of the biggest challenges we face at the library is providing enough indoor space for the programs we offer. We consistently need to cap our registrations at low numbers, or we must move the program to another location. Specifically, programs that benefit our aging community are in high demand. It is difficult to tell anyone, let alone one of our seniors, that the health and wellness program they want to attend is full. With the preservation and expansion project at CFC, we would be able to offer more people access to our programs and services, because there would be a valuable neighbor— CFC— always willing to partner and open their doors. In turn, this project will further support the Town Council's Quality of Life Strategic Plan by creating additional age-friendly accommodations for programs and services offered by Cotuit Library and CFC.

Thank you for your consideration of the CFC's request for funding. Please contact me at (508) 428-8141 if you have questions regarding this letter.

Sincerely,

Jessica Rudden-Dube
Executive Director, Cotuit Library

P.O. Box 648
Cotuit, MA 02635
508-428-8141

cotuitlibrary.org
librarian@cotuitlibrary.org



COTUIT NURSERY SCHOOL
P.O. Box 1671
Cotuit, MA 02635

Carol-Jean O'Toole Cindy Faszewski Mary Strassel

February 7, 2022

Mr. Lindsey B. Counsell, Chair
Community Preservation Committee
Town Hall, 3rd Floor
367 Main Street
Hyannis, MA 02601

Dear Mr. Counsell,

Thank you for the opportunity to submit a letter of support on behalf of the Cotuit Federated Church (CFC) and their application for funding from the Barnstable Community Preservation Committee. We understand that the CFC has requested \$200,000 to help preserve aspects of the historic church building as part of a comprehensive preservation and expansion project. We enthusiastically endorse their effort to preserve and expand their services to our community.

We represent the Cotuit Nursery School. We have been associated with the Cotuit Federated Church since 1978 when we were started as a mission of the church to serve the young families of Cotuit. This partnership is important to us for the following reasons:

Our Statement of Purpose and Philosophy are as follows:

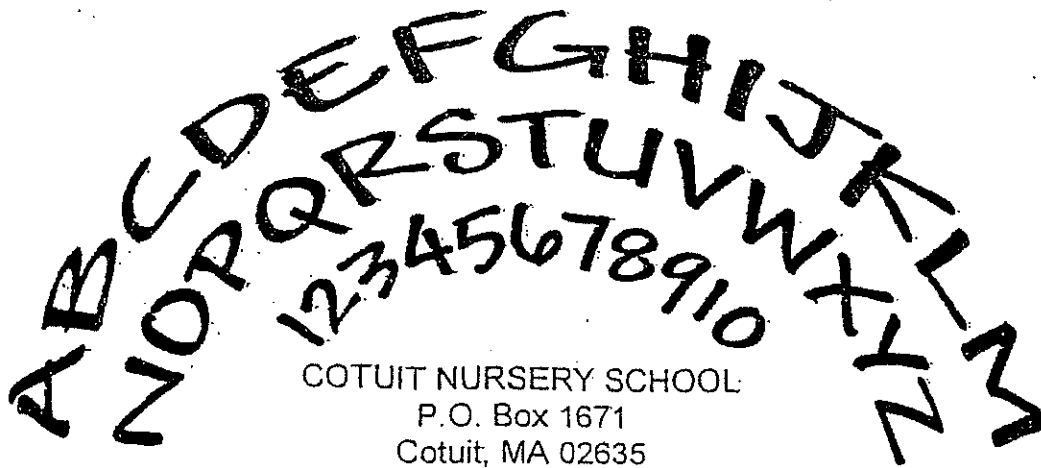
"Cotuit Nursery School is a non profit preschool program serving students from ages 2.9 to 5 years old. We offer two morning classes; a MWF class for 4-5 year olds and a TTH class for 3-4 year olds.

Philosophy

We believe each child is an individual with his or her own rate and style of learning. We will strive to have your child learn to live comfortably within a group without losing his/her own individuality.

A child's ideas allow them to make sense of the world - to think about things, plan, make predictions and decide. Our program will work toward the development of the whole child, including his/her ability to direct themselves.

Directed play will be used as a means to promote intellectual and emotional development as well as physical and social well being. In all of this, we will strive to make the most of your child's learning potential and help the child build a positive self-image as a learner."



COTUIT NURSERY SCHOOL
P.O. Box 1671
Cotuit, MA 02635

Carol-Jean O'Toole Cindy Faszewski Mary Strassel

Our affiliation with the church began in 1978 when Jeanne Burkhart, the then ministers wife, started Cotuit Nursery School as an affordable local preschool. We have continued to offer this educational service since then. Enrollment is open to all students in Cotuit and surrounding towns. We are happy to have a safe, licensed facility that the church allows us to use at a reasonable rate.

The Cotuit Federated Church has listened to our wants and needs in planning this expansion project. They have included us in their planning meetings and are doing all they can to continue to let us have safe, welcoming, Department of Early Education and Care licensed classrooms.

It is important that we be allowed to continue offering a great educational experience at a low cost to the young families of Cotuit and the surrounding towns. This building expansion and the grant to help fund it will allow us to keep offering such services. It will provide a more modern space to nurture our families and to help with the beginning of their children's formal education. We are happy to say that we have children of children who came here themselves for their early education experience! We want to continue that longevity into the future. This grant will directly benefit the Cotuit Nursery School in that it will give us an updated space to continue host family get togethers as well as school sponsored events and daily academic activities.

Thank you for your consideration of the CFC's request for funding. Please contact us at (508)428-1470 if you have questions regarding this letter.

Sincerely,

Carol-Jean O'Toole
Cindy Faszewski
Co-Directors
Cotuit Nursery School
P.O. Box 1671, 40 School St.
Cotuit, MA 02635
(508)428-1470
cotuitnurseryschool@yahoo.com

#28

February 9, 2022

Mr. Lindsey B. Crousell, Chair
Community Preservation Committee
Town Hall, 3rd Floor
367 Main Street
Hyannis, MA 02601

Dear Mr. Crousell,

My name is Linda Harmon. CFC is my "home church" so to speak. My parents were married here in 1946; both my brother and I were baptized here; and, my brother, Mom and then Dad were remembered and memorialized here when they died. Needless to say, the CFC community is very near and dear to my heart.

I have been teaching Chair Yoga for seniors at the Cotuit Federated Church for well over a decade. This program has always been available to both church members and to members of the community.

Even during the pandemic I kept my "yoga ladies" together by sending out sample practices twice a week by email.

I find that besides the health benefits of stretching and strengthening the body and deepening the breath, my classes also serve as a caring community for my students, many of whom have lost their husbands. We look out for each other and check on each other when we haven't seen someone in a while.

Creating opportunities for seniors to thrive and to find places of welcome in the community is both vital and invaluable in creating healthy communities. Many of my students have passed down things they have learned in class to their grandkids!!

Cotuit Federated Church has wholeheartedly welcomed my teaching and has graciously allowed

me to use their community hall (Bruce Hall) every Monday and Thursday morning at 9:00 am for over 10 years.

CFC is both a place of sanctuary for worship and also a sanctuary of outreach to our community to help fulfill our mission of providing meals for the Miracle Kitchen and non-perishables for the food bank; gently used clothing and household items at our rummage sale; and space for our twice weekly Chair Yoga program.

I wholeheartedly support the application by CFC for \$200,000 from the CPC to preserve and expand our church's capacity to serve both Cotuit and our larger community.

We are a little church with a great big heart!!

Thank you very much for considering my letter of support.

Warmly,

Linda Haunon

455 Putnam Avenue / PO Box 523

Cotuit, MA 02635

508-560-1503

rockyluke @ comcast.net

Richard Pisano

882 Main St., PO Box 2019

Cotuit, MA 02635

#29

2/9/2022

Mr. Lindsey B. Counsell, Chair

Community Preservation Committee

Town Hall, 3rd Floor

367 Main St.

Hyannis, MA 02601

Dear Mr. Counsell,

I would like to submit a letter of support on behalf of the Cotuit Federated Church (CFC) and their application for funding from the Barnstable Community Preservation Committee. I am writing both as an individual in the Cotuit community for 20+ years and as the Chairman of the Cotuit Fire District Board of Fire Commissioners for the last 8+ years. Due to time constraints, I have not had time to present this to my Board for official endorsement but speak from my experience on the Board working with the CFC. I understand that the CFC has requested \$200,000 to help preserve aspects of the historic building during their comprehensive expansion program. I strongly urge you to give this application every consideration. Their effort to preserve and expand their platform of services to our community is critical to the well-being of this village.

I am not a member of the church but our family has always supported CFC because we saw firsthand the vital role it plays in the village. The Church provides a place of quiet sanctuary open to all.

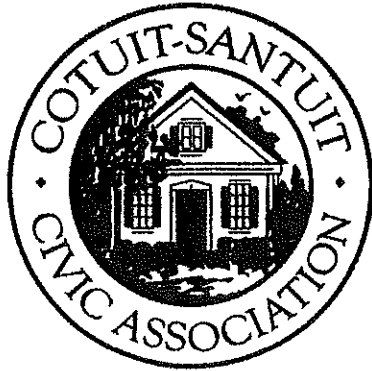
The CFC has a long history of service which includes making resources available to a variety of self-help groups, supporting a critical child care operation, sponsoring blood drives and an array of social and health programs. Recently, the CFC was an active participant with the Cotuit Fire Department and other community organizations, in an array of programs to serve our village during the pandemic. They helped us keep the community informed of services and resources for citizens in need.

Thank you for your consideration of the request for funding by the CFC. I am available at 508-428-5141 if you have any questions regarding this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Pisano', with a stylized flourish at the end.

Richard Pisano



#30

P.O. Box 121
Cotuit, MA 02635
E-Mail: cotuitcivicassociation@gmail.com

Our mission is to educate, communicate and promote a sense of community in our Village

February 11, 2022

Mr. Lindsey B. Counsell, Chair
Community Preservation Committee
Town Hall
Third Floor
367 Main Street
Hyannis, MA 02601

Re: Cotuit Federated Church Funding Application

Dear Mr. Counsell:

My name is Jim Dannhauser. I am the President of the Cotuit-Santuit Civic Association (the "Association"). I am writing to express the strong support of the Association, as well as myself in an individual capacity, for the application of the Cotuit Federated Church (the "CFC") for funding from the Barnstable Community Preservation Committee. CFC is undertaking a comprehensive preservation and expansion project of its facilities. I understand that CFC has requested \$200,000 from the Committee to help to preserve aspects of the historic church building as part of this project, which will assist the CFC in maintaining and expanding its services to our community. For the reasons outlined below, the Association and I wholeheartedly support this application.

CFC has long been an integral part of the Village of Cotuit. Its facilities are located in the heart of the Village, and so are an important part of Cotuit from a physical perspective. More importantly, CFC has long been active in a broad array of community affairs and events. This has included making its facilities available for use by community organizations without regard for religious affiliation, participating in community events, including the Fourth of July Parade

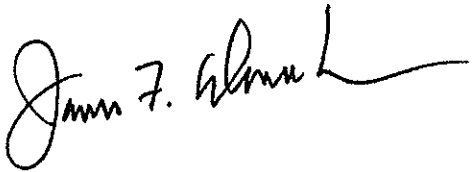
and the Christmas in Cotuit events that are sponsored by the Association and permitting us to use CFC facilities in connection with those events, and hosting a major annual Craftfest that brings large numbers of craft vendors to our Village for residents to enjoy.

The mission of the Association is to facilitate communication with Village residents about matters that affect Village life, and to sponsor events that add to the sense of community in Cotuit. CFC has played a major role in our pursuing this mission, not only by supporting the events that the Association sponsors as outlined above, but also by facilitating communication with residents. For example, CFC was instrumental in organizing weekly calls for Village leaders to discuss developments with residents during the initial months of the pandemic.

CFC has always been an integral part of the Village of Cotuit. The preservation and expansion project that it is undertaking will enhance its ability to perform that role.

I appreciate the opportunity to submit this letter of support. Should you or anyone associated with the Committee wish to discuss this letter or our support, you can reach me at the e-mail address set forth above, or by telephone at 917-863-8318.

Sincerely,

A handwritten signature in black ink, appearing to read "James F. Dannhauser". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James F. Dannhauser
President, Cotuit-Santuit Civic Association

#31

**Boy Scouts of America
Troop 52 - Cotuit, MA**



February 11, 2022

Mr. Lindsey B. Counsell, Chair
Community Preservation Committee
Town Hall, 3rd Floor
367 Main Street
Hyannis, MA 02601

Dear Lindsey,

Thank you for your faithful and loyal service to the Town of Barnstable. Though most of my familiarity with your efforts is from years of serving as a Director of the Osterville Village Association, today I am wearing another of many service-related caps. As the longtime Committee Chair of Troop #52 in Cotuit, I have had the distinct pleasure of working with the Cotuit Federated Church (CFC) for over a decade as our unit's chartered organization and sponsor. This relationship extends far into the past, well beyond my tenure, as its roots run deep into the heart and soul of the village of Cotuit.

In fact, it is hard to imagine Cotuit without the historic church in its village center. It is as much a part of the core of the village as Freedom Hall, the Kettle Ho, the village green, the library, the post office, the town dock or Cotuit Grocery, and it is with this quaint synergy in mind that I whole-heartedly support their application for funding. Their efforts to preserve this notable structure in conjunction with their expansion project are to be celebrated!

In this case, \$200,000 in funding will help generate many positive ripple effects throughout the community beyond a single non-profit organization. Troop #52 is a perfect example. Simply put, it is the longtime support of the CFC that has allowed the unit to exist. Many young boys from Cotuit and beyond look back fondly on the years when they evolved into young men and future leaders of


America, guided with the help of both dedicated unit volunteers and our partnership with the Cotuit Federated Church.

The benefit of our relationship with the CFC extends well-beyond a basic charter document. The CFC sponsors the Cotuit CraftFest which has been taking place for over fifty years and is recognized by the Boston Globe as one of the Cape's premier summer fairs. In an effort to support the unit, the church foregoes several booth locations to allow Troop #52 to operate a culinary tent and this is our primary fundraiser of the year. Another highlight is Scout Sunday, when Troop families are invited as special guests to celebrate our longtime relationship, complete with the always popular Chili Challenge where congregation members and unit families face-off in a sea of crockpots. Over the years we have also worked in unison on spaghetti suppers, food drives, rummage sales and more... it is easy to note that there are special people throughout the CFC.

If I leave you and the Committee with one understanding, it is the old adage "it takes a village." The Cotuit Federated Church is a crucial part of Cotuit, one that is extremely worthy of investment in its efforts to both preserve its historic building and grow. This funding will not only help the CFC, but many other organizations will also benefit from the support you provide. The outreach of the CFC and its many members touches multitudes beyond their walls. It will not be possible to measure the impact of your approval on a single balance sheet as it will truly pay dividends for many generations.

On behalf of all the unit families of Troop #52 - Cotuit, we encourage you to support their request and thank you for your kind consideration. If you have any questions or require additional information, please feel free to contact me. Thanks again.

Kindest regards,



Bruce Cole
Committee Chair

Troop #52 - Cotuit
% 26 Meadowlark Lane
Osterville, MA 02655
E-mail: wineman@capecod.net
Cell: (508) 367-7853

February 16, 2022

#32

Mr. Lindsey B. Counsell, Chair
Community Preservation Committee
Town Hall, 3rd Floor
367 Main Street
Hyannis, MA 02601

Dear Mr. Counsell,

We are honored to have the opportunity to submit a letter of support on behalf of the Cotuit Federated Church (CFC) in their application for funding from the Barnstable Community Preservation Committee. We understand that the CFC has requested \$200,000 to help preserve aspects of the historic church building as part of a comprehensive preservation and expansion project. We strongly support their efforts to preserve and expand their services to our community.

We represent the Just Breathe Women's Group of Alcoholics Anonymous. We have been associated with the Cotuit Federated Church since April 2019 when we first started holding our meetings in the church's hall.

We are a diverse group of women of all ages, ethnicities and religious backgrounds that meet for one common purpose: to help each other achieve and maintain sobriety. It is vitally important for our group to have a safe space in which to conduct our meeting each week. We are also a financially self-supporting organization, and the church generously provides us with reasonable terms of rent. Part of the beauty of how our program works is that there are always places that people with addiction can turn to for help. They can enter a meeting and know they will be welcomed without judgment. However, these meetings would not be possible without the generosity of places like the Cotuit Federated Church that open their doors and welcome our presence.

We appreciate your consideration of the CFC's request for funding and this letter of support. The Cotuit Federated Church is truly a valuable member of this community and an esteemed partner in our cause.

Sincerely,

Members of the Just Breathe Women's Group of Alcoholics Anonymous

ATTACHMENT #33

Cotuit Federated Church

CPC Application for Funding – Page 2 Questions Answered

Please address the following questions:

1. Project summary (description and goals):

From vision statement and strategic planning to fundraising and execution, the Cotuit Federated Church has undertaken a formal Building Expansion and Renovation Plan. This has been a five-year project with interruptions due to Covid-19. To sustain growth and properly serve its congregation and the surrounding community, the CFC decided to expand its footprint but preserve as much of the original building's integrity as feasible. We have a unique opportunity to ensure that current facilities always reflect the purpose of CFC since its inception 170 years ago, and also provide adequate space for the Cotuit community to thrive and grow.

Today our greatest need revolves around the size and quality of our physical spaces which are far too small and outdated to effectively serve our congregation and community. It has been over 60 years since CFC addressed its need for additional space. Within that framework, we are also making preservation a priority.

Overall expansion is supported by contributions from the members and other community friends and partners. We are requesting CPC funds to support the preservation actions that are outlined in this application. Preservation projects for which we seek CPC support include the following:

- Removal, restoration, preservation and installation of historic stained-glass windows
- Replacing outside shingles with historical shingles
- Installation of a fire protection system
- Removing and relocating the historic church entry doors to a new location that will require an ADA approved ramp to the entrance

2. How does this project help preserve Barnstable's character?

Barnstable is home to a wide spectrum of historic buildings, objects, structures, landscapes, cemeteries, and archaeological resources. Each village contains a unique collection of these resources. While common historical themes exist throughout all of the town's villages, each has its own unique character and resources. Cotuit's commercial zone is small, with only a few businesses located in the center of the village. Cotuit is the location of several historically significant buildings and homes. In 1987 the Cotuit Historic District was added to the National Register of Historic Places.

As Barnstable strives to balance the rich historical environment with the needs of modern commerce, economic development, housing and infrastructure, the town makes preservation of resources a planned priority. The Cotuit Federated Church is doing the same. We are protecting and preserving our resource and integrating current and future planning with the expected needs of Cotuit and surrounding towns.

Barnstable's historic environment and cultural landscapes represent a physical expression of the town's rich heritage. Historic buildings, structures, objects, and landscapes play a key role in defining the Barnstable's unique sense of place.

For over 170 years, our multidenominational church has served the historical village of Cotuit. As a federated church, affiliated with both the United Methodist Church and the United Church of Christ (formerly Congregational), we welcome worshippers and community participants of all traditions regardless of gender, race, faith tradition, sexual orientation, immigration status or economic situation. Part of the church's faith journey is to serve the community and we encourage members to be actively engaged in outreach programs. Our visioning and strategic planning always includes our sense of place in community service.

3. Partnership(s) Description:

At Cotuit Federated Church the partnerships that we make with the community revolve around service to others and building long-term relationships. We view our partners as those we serve in the community. We continually search for ways to understand the needs of our community and to effectively plan and administer activities that will meet those needs. The possibilities of expanded and enhanced facilities will have a significant impact on the way CFC is able to serve the congregation, Cotuit, and our neighboring communities. The building itself becomes central as we invite the local community to make use of it. We house a nondenominational preschool, host organizational meetings, and use the kitchen facilities to prepare meals that serve a variety of meal program locations. We partner with village organized events such as the summer CraftFest on the village green, Christmas in Cotuit and the July 4th Parade. Please see Attachment #23 for complete list of partnerships and outreach programs.

4. Provide a detailed project timeline:

Please see Attachment #20.

5. How does this project meet the General Criteria and Category Specific Criteria for CPC projects?

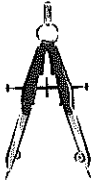
Please see Attachment #24 *Applicable Areas of Compliance – Federal, State and Local* for specific criteria and responses.

6. Provide a detailed budget, including the following information, as applicable: (Fiscal Year, Total Cost, CPC Funds Requested, Other Sources of Funding sought and

Please see budget Attachments #4 and #5

7. Assessors Office identification map and map parcel number

Please see Attachments #12 and #13.



PESCE ENGINEERING & ASSOCIATES, INC.

43 Porter Lane
West Dennis, MA 02670
Cell: 508-333-7630
epesce@comcast.net

February 23, 2022

Mr. Lindsey Counsell
Chairman, Town of Barnstable
Community Preservation Committee
367 Main Street
Hyannis, MA 02601

SUBJECT: Barnstable Little League – Proposed Restroom and Concession Stand Project
Community Preservation Committee (CPC) Guidance, Responses and Questions
165 Bearses Way, Hyannis

Dear Lindsey & Members of the Committee,

On behalf of my clients, the Barnstable Little League, I am writing to request your support of our restroom & concession stand project application before you. Through our various e-mails, and discussions, we realize that there are/may be some components of this project not authorized for CPC funding. However, we hope we can have a productive discussion about this matter at your upcoming February 28, 2022 meeting.

The Barnstable Little League has a long-standing successful partnership working with the Town of Barnstable, as evidenced by their construction, maintenance and management of the multiple little league baseball fields at the subject location. We hope to continue this legacy of providing little league opportunities for the youth of Barnstable with the help of your support of this project.

Recently I received some guidance from CPC Chair Lindsey Counsell via an e-mail sent to me on February 3, 2022 (copy attached). Part of this guidance proposed to change the direction of our project, by reducing the scope and size of the building, changing the wastewater design to include a septic system (vs. a grinder pump & sewer connection), change the water supply design from Town water to using the existing irrigation well, and reducing the restroom building from the existing 805 sq. ft. (sf) design to only a 100-sf building. This proposed building would only house a 60-sf handicapped bathroom, and a 40-sf non-HP bathroom.

While some of the guidance in the e-mail is reasonable and possible (i.e., organic based turf care, septic vs. sewer), the other suggestions would simply not meet the goals of the Barnstable Little League to provide a clean safe restroom facility that would be of sufficient and capacity size needed for use during practices, games, and events by the league. We would like to go over these proposed changes with the entire CPC, and work out what may be acceptable.

Also, the well water option cannot be used for water supply in my opinion, since some of the public may drink from the sink hand washing faucets, or fill water containers, and the existing well is not a licensed public water supply. The use of Town water is the best and safest option.

This is certainly not the situation we want to be in – that being in a disagreement with the CPC Chair's opinion of the scope and design of the project. The Barnstable Little League has an excellent track record of working Lindsey and this Committee, and they wish to come to some mutually agreeable way forward for this project.

This project has been reviewed and approved by the Barnstable Recreation Commission, the Barnstable School Committee, and the Letter of Intent/Interest was unanimously approved by the Barnstable CPC on February 11, 2021. At that time, we were not asked to “pare down” our project, and there was full support from the CPC for it to move forward.

In the following few months, we understood that there was a new concern over the allowable use of CPC funds for this project. On July 13, 2021, Town Attorney Kate Connolly sent to Town Manager Mark Ells an e-mail clarification regarding this (also attached). In this e-mail she describes some recent State DOR guidance to allow for the use of CPC funds for such structures as a bathroom facility. In her e-mail, she states in part the following:

*“Although a bathroom facility is technically a “structure,” DOR has also stated that to the extent any such structures are **“reasonably necessary to directly support the use of the outdoor recreational facility”** they would be allowable.”*

The Barnstable Little League would like to request that the CPC members determine that the bathrooms, mechanical room, official’s locker/change room & ½ the proposed storage area (for bathroom paper and cleaning products) are *“reasonably necessary to directly support the use of the outdoor recreational facility.”* We completely understand that the concession stand area would not be eligible for CPC funding.

We hope we can work together to make this a successful project for the Little League youth participants and their families, and I look forward to our discussions this Monday night.

Sincerely,



Edward L. Pesce., P.E., LEED ® AP

Attachments:

E-mail from Lindsey Counsell to Ed Pesce, February 3, 2022
E-mail from Kate Connolly to Mark Ells, July 13, 2021

cc:

Jonathan D. Stone, President, Barnstable Little League
Joe O'Brien, Little League Restroom Project Committee Member
Mike Clark, Little League Restroom Project Committee Member
Mark Ells, Town Administrator
Kathleen Connolly, Town Attorney

From: Lindsey Counsell
To: Ed Pesce; Michael Clark; Jonathan Stone; Joe O'Brian
Cc: Connolly, Kathleen; Mark Ells; Swiniarski, Ellen; Marylou Fair; David Anthony; Tom Lee; Jenkins, Elizabeth
Subject: Revised Community Preservation Committee (CPC) Application for bathroom facility
Date: Thursday, February 3, 2022 10:36:02 AM

To the Barnstable Little League:

In an effort to pare down your revised CPC Application to a request that is allowable under Community Preservation Act (CPA) guidelines we offer the following suggestions. The storage, snack bar or any other components should be included as they are not permitted, simply a two bathroom restroom is allowable. If you decide to include other components or an alternative location for the facility the additional costs of that would need to be funded entirely by your group.

The suggested facility is recommended to be constructed on the level area down by the fields not on the side of the hill as originally proposed. This eliminates expensive grade, foundation and site work and is easier for public access and maintenance. The existing electrical service and well water nearby on site would be used instead of bringing in long utility lines and piping from the school building area.

We have determined the request could include a minimum on site septic system. This system would service an approximately 100 sq. ft. building including one 60 sq. ft. handicap accessible bathroom and one 40 sq. ft. traditional bathroom standing on a concrete slab base.

Also included in the revised Application the CPC would require that a User Agreement with the town be developed for the restroom and the ballfields. Included in that would be a maintenance schedule for the entire site including, but not limited to what entity would be responsible for cleaning the building, regular septic system maintenance, opening and closing the restroom seasonally and year round trash pickup. An organic based turf care program and maintenance of the structural field components of the ballfields per town guidelines would also be required.

This revised request would not be considered until a quorum of the CPC meets in public session to deliberate and vote on the updated Application. The CPC can fund all or part of the Application or decide not to fund the project at all. If this request is approved fully or in part by the CPC then the request would be forwarded to the Town Manager for review and posting on a Town Council agenda for a Public Hearing. The Town Council may as well approve the request fully or partially or decide not to fund the project at all. If the request is funded there is a mandatory 30 day waiting period before the funds become available.

Thank you for your efforts on this project and we look forward to considering the revised Application with the entire committee.

Regards,

Lindsey Counsell
CPC Chair

Ells, Mark

From: Connolly, Kathleen
Sent: Tuesday, July 13, 2021 1:08 PM
To: Ells, Mark
Cc: Jenkins, Elizabeth; Nober, Karen; Fair, Marylou
Subject: Barnstable Little League - CPA

Hi Mark,

I understand that you are meeting today with Barnstable Little League to review a proposal for CPA funding for a small facility to include bathrooms in support of the fields on school property behind Barnstable East. In my opinion, use of CPA funds for a structure that directly supports recreation is acceptable.

Previously, even after recreation was added to the CPA statute in 2012, that was not the case. I note that in a 2015 opinion, Ruth Weil concluded that CPC funds could not be used for the renovation of the Craigville Beach Bathhouse building as proposed under Town Council Agenda Item 2016-031 "Appropriation and Loan order of \$450,000.00 for repairs and renovations to the Craigville Beach Bathhouse." She quoted the Community Preservation Act statute, specifically G.L. 44B, § 5 (b) which provides in pertinent part that: "The community preservation committee shall make recommendations to the legislative body for the...preservation, rehabilitation and restoration of land for recreational use." Under G.L. C. 44B § 2, "Recreational use", is defined as "active or passive recreational use including, but not limited to, the use of land for **community** gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. "Recreational use" shall not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure." She concluded that, "[r]eading the two relevant sections together, it is my opinion that the renovation of Craigville Beach Bathhouse building would not be eligible for the use of CPA funds for recreational use."

Since that time, however (I believe 2019 – I will find the DOR Informational Guideline Release which superseded prior DOR IGRs), the Department of Revenue has opined that not all "structures" on recreational land are prohibited under CPA. As summarized on the communitypreservation.org website, DOR has concluded that open air structures and park-like amenities such as pergolas, bandstands, pagodas, walkways, monuments, playground equipment, pools, and the like are definitely in keeping with the CPA, so long as those activities take place on land dedicated to recreation.

Although a bathroom facility is technically a "structure," DOR has also stated that to the extent that any such structures are "reasonably necessary to directly support the use of the outdoor recreational facility" they would be allowable. The example cited is a bathroom facility at a town beach. Although indoors, the bathroom is not a structure being used for recreation itself, as those types of structures aren't allowed, but it does directly support and is necessary for the outdoor recreational use. Equipment storage sheds are another such example.

Please let me know if you need anything further.

Kate