

SELECTMEN’S MEETING AGENDA*

*Griffin Room, Town Hall
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, May 16, 2016*

- I. **CALL TO ORDER**
- II. **EXECUTIVE SESSION** - Pursuant to M.G.L. c. 30A, § 21(a)(3), to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the Board and the Chair declares so – Superior Officers Union Contract and Harwich Employees Association
- III. **PLEDGE OF ALLEGIANCE**
- IV. **WEEKLY BRIEFING**
- V. **PUBLIC COMMENT/ANNOUNCEMENTS**
- VI. **CONSENT AGENDA**
 - A. Approve Minutes - April 4, 2016 Regular Session
 - B. Confirm appointment of Denise Kopasz to position of Assistant Assessor
 - C. Approve High Water Mark Project Memorandum of Understanding between Barnstable County and FEMA Region 1 and authorize Chair to sign
 - D. Approve and sign Parking License Agreement with TD Bank, N.A.
 - E. Accept resignation of Bob Hartwell from the Conservation Commission and By-Law Charter Review Committee
 - F. Authorize the Chair to sign the Agreement between the Town and CapeNet to connect the Monomoy Regional School District to the OpenCape Network through Town of Harwich conduit
- VII. **PUBLIC HEARINGS/PRESENTATIONS** (*Not earlier than 6:30 P.M.*)
 - A. Presentation – West Harwich TIP Project conceptual design for Route 28 from Dennis Town Line to Herring River – *Patricia Domigan, VHB*
- VIII. **OLD BUSINESS**
 - A. Ballot Questions for May 17 voting – *discussion*
 - B. Town Administrator’s 2-year Contract Extension – *discussion and possible vote*
- IX. **NEW BUSINESS**
 - A. Draft Memorandum of Agreement with Water Commissioners on Solar Revenue – *discussion and possible vote*
 - B. Revised Committee Handbook – *discussion and possible vote*
- X. **TOWN ADMINISTRATOR’S REPORT**
 - A. Town Planner position options
 - B. Pleasant Bay Alliance Watershed Report
- XI. **SELECTMEN’S REPORT**
- XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Ann Steidel, Admin. Secretary

Date: May 12, 2016

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, APRIL 4, 2016
6:30 P.M.**

SELECTMEN PRESENT: Cebula, Hughes, LaMantia, MacAskill

OTHERS PRESENT: Assistant Town Administrator Charleen Greenhalgh, John Mahan, Vickie Goldsmith, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Chairman Hughes.

Chairman Hughes reported that the Board had just come out of Executive Session where they discussed a potential position reclassification and no votes were taken.

PUBLIC COMMENT/ANNOUNCEMENTS

Chairman Hughes stated that the Comprehensive Wastewater Management Plan was officially filed for regulatory review last week.

Vickie Goldsmith of Habitat for Humanity announced that there will be a dedication of 6 homes on Oak Street this Sunday at 3:00 p.m. She noted that Harwich invested \$239,500 from Affordable Housing funds and \$140,000 from CPC funds for this 7 home project.

CONSENT AGENDA

- A. Approve Minutes – March 14, 2016 Regular Session
- B. Approve the Recreation and Youth 2016 Beach Sticker fees
- C. Approve the adoption of Recreation and Youth's Rule #20 "Use of Motorized Airborne Devices" under Rules and Regulations
- E. Approve the recommendation of the Town Administrator to issue Dog Order following a hearing held on March 24, 2016
- F. Approve application for Common Victualler license by Hot Stove at Cranberry Valley
- G. Approve renewal of Common Victualler license for Viera Restaurant
- H. Approve Chapter 90 request to chipseal various roads throughout the Town in the amount of \$160,601.67
- I. Accept gifts in the amount of \$2,040.00 to the Council on Aging Gift Account and \$725.00 to the Town Nurse Gift Account

Chairman Hughes said they would take up Items B and C separately. Ms. Cebula moved approval of the Consent Agenda Items A and E through I. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. With regard to Item B, Mr. Mahan discussed the process for recommendation of Beach Sticker fees including comparison to other towns. He took questions from the Board. Mr. MacAskill recommended we don't increase the fees this year and noted that in Mr. Beebe's budget message he didn't anticipate any price increases and we should consider

giving the residents a break. Mr. Gunderson spoke in opposition of the fee increase. Mr. MacAskill moved that we do not increase the Resident Beach Sticker by \$5 and leave the rates the same as last year. Ms. Cebula seconded the motion for discussion. Mr. Mahan pointed out that they have been given a clear directive by the Board of Selectmen to stay on top of the fees. The motion carried by a 3-1-0 vote with Mr. LaMantia in opposition. With regard to Item C, Mr. Mahan noted that this was brought to them by the Recreation Director who has spoken with directors in other towns where incidents have come up and they have decided to be proactive. The consensus of the Board was to remove the text “unless authorized at the discretion of an appropriate Town Agent and Lifeguard.” Mr. Mahan said he would bring it back to the Commission. No vote was taken.

OLD BUSINESS

A. Review of Town Meeting Articles – *discussion and possible vote*

#1 - #25 #27 - #31 #33 - #37

#39 - #54 #57 - #59 #61 - #65

STM #2 - #4

Ms. Cebula moved to accept and adopt Article 1 – Town Officers and Committees. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 2 – Reports of Town Officers and Committees. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 3 – Elected Officials Salaries from free cash \$84,697 from available funds. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 5 – Monomoy Regional School District budget at a cost of \$24,058,302 from available funds. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 6 – Cape Cod Regional School District budget at \$1,437,053 from available funds. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 7 – Water Budget at \$3,939,879 from the Water Department operating funds. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 8 – Adopt the Capital Plan. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 9 – Amend the Personnel By-Law. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 10 – Capital Items Funded from Free Cash Items Under \$50,000 at a cost of \$89,900. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 11 – Facility Maintenance and Repair Fund at a cost of \$561,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 12 – Fund New Fire Department Ambulance \$290,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 13 – Supplement Landscape Reclamation from Golf Capital Improvement Fund at a cost of \$35,000 from the Golf Improvement Fund. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 14 – Approve the Use of the Golf Improvement Fund to Construct New Tees at a cost of \$30,000 from the Golf Improvement Fund. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 15 – Establish a New Capital Infrastructure Revitalization Fund at Cranberry Valley Golf Course. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 16 – Reconstruction of Saquatucket Municipal Marina \$6,000,000 as a debt exclusion. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 17 – Saquatucket Harbor Landside Renovations – Engineering Design \$250,000 out of free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 18 – Road Maintenance Program \$700,000 as a debt exclusion. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 19 – Purchase and Equip Vehicles for the DPW \$316,500 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 20 – Purchase and Equipment New Equipment for the DPW \$188,209 out of free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 21 – Purchase of a New Excavator for the Water Department \$125,000 from the Water Enterprise Fund. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 22 – Replacement of the Lothrop Avenue Water Storage Tank \$1,600,000 out of the Water Enterprise Fund. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 23 – Replacement of Existing Supervisory Control and Data Acquisition (SCADA) System \$300,000 from the Water Enterprise Fund. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to indefinitely postpone Article 24 – Inter-Municipal Agreement with the Town of Chatham. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to indefinitely postpone Article 25 – Enact a Sewer Use General By Law. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Mr. MacAskill moved to accept and adopt Article 27 – Fund Land Bank Debt Service in the amount of \$633,400 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 28 – Restoration of the Chase Library Fireplace Hearth and Base in the amount of \$3,100 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 29 – Restoration of Harwich Historical Society Artifacts in the amount of \$11,000 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 30 – Restoration of Appearance of the Albro House & Accessibility Modifications in the amount of \$18,700 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 2-1-1 vote with Ms. Cebula abstaining from the vote and Mr. MacAskill in opposition.

Mr. MacAskill moved to accept and adopt Article 31 – Update of Town Historical Property Inventory in the amount of \$20,000 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 33 – Historical Preservation Burial Crypts in the amount of \$25,000 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 34 – South Harwich Meeting House Restoration and Preservation in the amount of \$100,000 from CPA funds. Mr. LaMantia seconded the motion and inquired if we had received the information that the Board requested on this item and Chairman Hughes responded that we had not. Mr. LaMantia recommended holding on this item. Mr. LaMantia withdrew his motion and Mr. MacAskill withdrew his second.

Mr. MacAskill moved to accept and adopt Article 35 – Whitehouse Field Fencing Replacement in the amount of \$57,128 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 36 – Queen Anne Road Bike Trail Crossing Lights in the amount of \$29,700 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 37 – Brooks Park Expansion/Improvement Phase 3 in the amount of \$188,000 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 39 – Historic Brooks Free Library Restoration in the amount of \$540,000 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Mr. MacAskill moved to accept and adopt Article 40 – Repeal of Article 42 of May 2007 Annual Town Meeting – Fund Renovations at Old Recreation Building and West Harwich School in the amount of \$32,760 from CPA funds. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Ms. Cebula abstaining from the vote.

Ms. Cebula moved to accept and adopt Article 41 – Acceptance of General Laws Chapter 111, Section 26G. Mr. MacAskill seconded the motion. After discussion it was agreed to invite the Board of Health in to discuss this article. Ms. Cebula withdrew her motion and Mr. MacAskill withdrew his second.

Ms. Cebula moved to accept and adopt Article 42 – Accept MGL Chapter 59, Section 5, Clause 56 – Personal Property Tax Abatement for National Guard and Reservists. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 43 – Amend MGL Chapter 59, Section 5, Clause 41C – Senior Exemption. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 44 – Create Supplemental Senior Exemption \$40,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 45 – Door to Door Canvassing Solicitation By-Law. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 46 – Building/Structure Height in Flood Hazard Areas. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 47 – Proposed Zoning By-Law Amendments. Mr. MacAskill seconded the motion. Mr. LaMantia asked if it would be appropriate to amend Section G to include approval of the landowner. Chairman Hughes said it would be appropriate to bring

that back to the Planning Board. Ms. Cebula withdrew her motion and Mr. MacAskill withdrew his second. The Board heard comments from Brooke Williams.

Ms. Cebula moved to accept and adopt Article 48 – Proposed Amendments to the Harwich Home Rule Charter. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 49 – Amend the Harwich Home Rule Charter Chapter 3, Section 6. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 50 – Amend the Harwich Home Rule Charter – Chapter 7, Section 7-14-2. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 51 – Reconstruction of Ginger Plum Lane through Private Road Betterment \$223,650. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 52 – Defray the Expenses of the Chase Library and Harwich Port Library \$20,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Mr. MacAskill moved to accept and adopt Article 53 – Promote the Town of Harwich in the amount of \$25,000 from free cash. Mr. LaMantia seconded the motion and the motion carried by a 3-0-1 vote with Chairman Hughes abstaining from the vote.

Ms. Cebula moved to accept and adopt Article 54 – Supplement Annual Allocation of Mass Cultural Council for Local Cultural Council Grants in the amount of \$3,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 57 – Approve the Transfer of Town Parcel to Cemetery Department to Develop a Pet Cemetery and Pet Crematory. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 58 – Departmental Revolving Funds Authorization. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 59 – Establish a Wetlands Revolving Fund. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 61 – OPEB Trust Fund at a cost of \$300,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 62 – Fund Prior Year's Unpaid Bills \$25,000 from free cash. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 63 – Compensating Balance Agreement. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 64 – Liability Tidal/Non-Tidal Rivers. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt Article 65 – Herring Fisheries. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Cebula moved to accept and adopt STM Article 2 – Repeal of Article 9 of May 2011 Special Town Meeting: Acquisition of Tax Title Properties return to CPC funds of \$50,000. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Mr. MacAskill moved to accept and adopt STM Article 3 – Fund Administrative Costs of the Community Preservation Committee for the Acquisition of Properties in Tax Title, Owners Unknown or Other Dispute in the amount of \$50,000. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

A. Budget Amendment #2 – *discussion and possible vote*

Ms. Greenhalgh outlined the proposed budget changes. No action was taken.

B. FY 2016 Revenues – *discussion*

Ms. Greenhalgh and Mr. Gould reported on the General Fund Revenues through March. No action was taken.

TOWN ADMINISTRATOR'S REPORT

A. FEMA – National Flood Insurance Program

Ms. Greenhalgh reported that FEMA has determined that Harwich has increased to a Class 8 in the National Flood Insurance Program Community Rating System.

B. Ice Cream and Food Concessions at the beaches for 2016 summer season

Ms. Greenhalgh reported that contracts have been issued to Winterbottom Ice Cream and Buca Dogs for concessions at the beaches this year.

C. West Harwich School

Ms. Greenhalgh distributed a revised memo from Mr. Clark on the West Harwich School Construction which will be on next week's agenda.

D. Muddy Creek update

Ms. Greenhalgh presented a time lapsed video of the progression of the Muddy Creek Reconstruction project.

SELECTMEN'S REPORT

Ms. Cebula requested to place on an upcoming agenda a discussion on issues pertaining to a recent meeting on room rental fees at the Community Center.

ADJOURNMENT

Chairman Hughes adjourned the meeting at 8:03 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513
Fax (508) 432-5039



Christopher Clark, *Town Administrator*
Charleen L. Greenhalgh, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

May 6, 2016

Denise Kopasz
[REDACTED]

Dear Ms. Kopasz:

We would like to offer you the position of Assistant Assessor for the Town of Harwich. I look forward to your positive contributions to our community.

This conditional offer letter confirms our understanding of your pre-employment terms with the Town.

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on May 16, 2016. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed. Please contact Donna Molino in the Assessor's Office.

Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of the letter and returning a copy to us for your personnel file.

Your position title will be Assistant Assessor and your starting date is June ^{13, 2016} ~~6~~ 2016. This position is included in the Harwich Employees Association and your employment is subject to the rights and obligations included in the contract, which you have already received. Your starting salary will be \$25.48 per hour (Grade 9, Step 1).

Again, we are delighted that you are joining the Town's professional staff. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Charleen L. Greenhalgh
Assistant Town Administrator

Denise Kopasz 5-9-2016
Denise Kopasz Date

CC: Board of Selectmen
 Town Accountant/Finance Director
 Assessing Director

Town Treasurer/Collector

Ann Steidel

From: David Spitz
Sent: Monday, May 09, 2016 11:57 AM
To: Christopher Clark
Cc: Charleen Greenhalgh; Ann Steidel; Sandy Robinson; Lee Culver; John Rendon; Heinz Proft; Shannon Jarbeau; Nicole Mucci
Subject: FW: Interest in Installing High Water Mark Signs in Harwich
Attachments: High Water Mark Initiative MOU_Harwich.pdf; FEMA_HWM_Sample Signage_v5 (1).pdf

Hi Chris,

Please place this item on the May 16th Board of Selectmen agenda. The High Water Mark Sign project was initiated by Barnstable County Extension working with AmeriCorps. My contacts have been Shannon Jarbeau, Barnstable County CRS Coordinator and Floodplain Coordinator (who will attend the meeting), and Nicole Mucci, AmeriCorps Member. Also involved for the Town have been Lee Culver, John Rendon and Heinz Proft.

As noted in the attached MOU, FEMA will print the signs and the Town must determine the location (see below). Also, due to a formatting error, the community name on page 1 is shown as "Barnstable County". But the community name to be filled in on page 3 should be "Town of Harwich"; and the Harwich Town Administrator and/or Board of Selectmen should sign the form.

Please let me know if you have any questions.

David

~~~~~  
David Spitz, Harwich Town Planner  
508-430-7511  
dspitz@town.harwich.ma.us

**From:** David Spitz  
**Sent:** Thursday, May 05, 2016 2:55 PM  
**To:** Christopher Clark <cclark@town.harwich.ma.us>  
**Cc:** Charleen Greenhalgh <cgreenhalgh@town.harwich.ma.us>; Ann Steidel <asteidel@town.harwich.ma.us>; Sandy Robinson <srobinson@town.harwich.ma.us>; 'Nicole Mucci' <nicole.mucci@barnstablecounty.org>; Lee Culver <LeeCulver@harwichpolice.com>  
**Subject:** FW: Interest in Installing High Water Mark Signs in Harwich

Hi Chris,

I am forwarding the FEMA document to be signed in connection with the proposed High Water Mark Signs for Harwich. In response to questions raised by Charleen, I also am providing the following information:

- 1) Sign locations -
  - Red River Beach-entrance 1
  - Red River Beach-entrance 2
  - Wychmere Harbor
  - Bank Street Beach- bathhouse

Allen Harbor  
Herring River-Lower County Rd.  
Saquatucket Harbor-Harbormaster's Office  
Pleasant Bay- beach on rt. 28

- 2) Sign appearance - see attached photo
- 3) Sign size - approx. 30 in. x 36 in. about the size of a "No Parking" sign

Please let me know if you need anything else.

David

~~~~~  
David Spitz, Harwich Town Planner
508-430-7511
dspitz@town.harwich.ma.us

From: Nicole Mucci [<mailto:nicole.mucci@barnstablecounty.org>]
Sent: Wednesday, April 20, 2016 9:15 AM
To: David Spitz <dspitz@town.harwich.ma.us>
Subject: Re: Interest in Installing High Water Mark Signs in Harwich

Hi David,

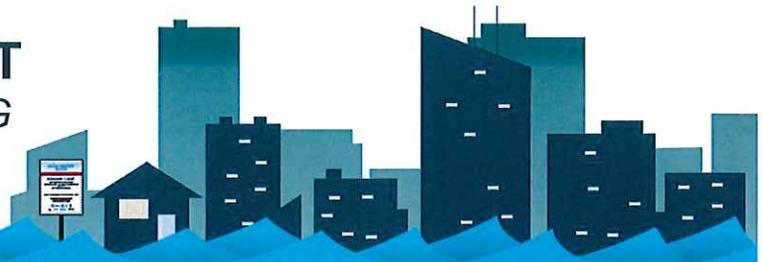
Here is the MOU from FEMA. Could you please fill out the contact info on the third page and send it back to me, and I will forward it to folks at FEMA. Thanks so much!

Best,
Nicole

Nicole Mucci
AmeriCorps Member
Barnstable County AmeriCorps Cape Cod
nicole.mucci@barnstablecounty.org

HIGH WATER MARK PROJECT

MEMORANDUM OF UNDERSTANDING



High Water Mark Project Memorandum of Understanding

Between the Federal Emergency Management Agency (FEMA) Region 1
and the community of Barnstable County, MA

This is a voluntary partnership agreement between Barnstable County, MA (*Community name*) and FEMA Region 1 in support of a High Water Mark (HWM) Project as part of FEMA's High Water Mark Initiative (HWMI). As part of participating in a HWM Project, Barnstable County, MA (*Community name*), in coordination with the FEMA Region, will host a high-profile HWM sign unveiling/launch event, develop continuous flood risk awareness and outreach activities around the signs and select and complete a specific mitigation action(s) that the community will take to reduce flood risk for residents. The mitigation action(s) will be:

Post HWM signs in prominent places in selected communities (Barnstable, Harwich, Sandwich, Yarmouth, Wellfleet, Provincetown, Orleans and Mashpee), Hold a high-profile launch event to unveil the signs, and Conduct ongoing education to build local awareness of flood risk, and complete mitigation actions to build community resilience against future flooding.

This memorandum of understanding (MOU) reflects the mutual desire of both parties to collaborate and develop the strategy behind the launch event, awareness activities and the mitigation action(s). The community will immediately assume lead responsibility for following the HWM project strategy, while the FEMA Region is committed to providing time and resources, as needed, to help the community achieve its goals. The responsibilities of each party—the FEMA Region and the community—are summarized below.

Community Responsibilities

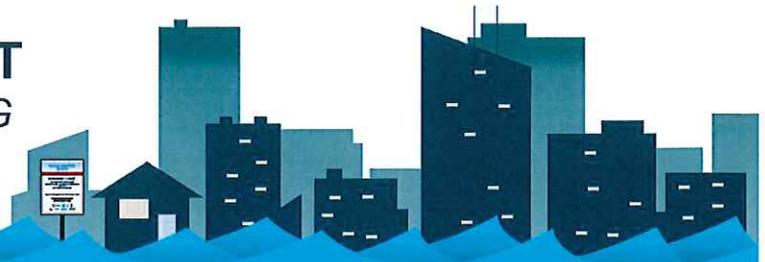
- Provide subject matter expertise as needed.
- Coordinate with the FEMA Region to schedule a kick-off meeting with local, State, and Federal participants to garner widespread support and collaboration for the project.
- Schedule post-launch event meetings in the community and provide brief status reports, as needed.
- Appoint a representative as HWM Project Coordinator and notify the FEMA Region designee of any change in the designated liaison.
- Determine the date, time, and location of the HWM Launch Event, manage local logistics, and leverage media engagement and outreach and local partnerships.
- Determine and agree to the specific mitigation action(s) that will drive the theme and messaging of the HWM Launch Event and awareness activities.
- Hold a high-profile HWM sign unveiling/launch event to unveil the HWM signs and to announce the project to the public, inviting local, State, and Federal officials, the media, the public and other key entities.
- Determine locations of and post HWM signs in high-profile locations throughout the community.
- Conduct ongoing outreach to share details on how individuals can protect themselves and their property from flood risk.
- Following the HWM Launch Event, provide updates to the FEMA Region designee on the status of the mitigation action(s) the community is completing.

FEMA Region Responsibilities

- Appoint a HWM Regional Project Coordinator.
 - Facilitate HWM project development, which includes conducting an initial planning meeting to address HWM Project logistics and strategy with the community.
 - Work with the community to schedule a kick-off meeting with local, State, and Federal participants to garner widespread support and collaboration for the Project.
 - Provide tools, templates, best practices, and guidance to help the community plan the launch event and other activities.
 - Provide guidance and assistance in selecting and completing the mitigation action(s).
 - Lead strategic development of the HWM Project Plan including, where necessary, the identification of key milestones the community should meet.
 - Engage Federal agency representatives on behalf of the community to provide additional assistance to the project when necessary (with FEMA HQ support as needed).
 - Fund HWM sign development (through FEMA HQ).
 - Attend the HWM launch event.
- *The duration of post-launch event follow up will be determined in the project planning phase.

HIGH WATER MARK PROJECT

MEMORANDUM OF UNDERSTANDING



Other HWM Project Elements

Messaging, Communications and Outreach

- As a result of participation in the planning and execution of a HWM Launch Event and follow up actions, the community agrees to manage local outreach; including the use of social media, to increase awareness and engagement from the community.
- The FEMA Region agrees to help develop messaging and talking points in preparation for the HWM Launch Event as well as key messages for use in continued communications outreach as executed by the community.

High Water Mark Signs

- The community will determine the location and installation of the HWM signs.
- FEMA HQ agrees to fund the printing and development of the community's signs.

Ongoing Project Activities

- The community will conduct outreach to the public to build awareness about flood risk.
- The community will conduct mitigation action(s) to increase resiliency and will report actions and completed milestones to the FEMA Region.
- The FEMA Region will provide subject matter expertise and resources to the communities as agreed upon by both parties.
- The FEMA Region will coordinate quarterly or biannual meetings to touch base with the community.
- FEMA will post information and case studies about the community on the www.fema.gov/knowyourline website and other venues and take actions to increase the public's knowledge of the community's involvement with this beneficial project. This may include publishing articles or case studies to partner organization Websites or publications.

General Terms

- As a general principle of the HWM Project, each party to this agreement agrees to assume the good faith of the other party and to notify the other if any issues arise. Either party can terminate this agreement, without cause or penalty, and both will then cease to publicize the community's participation in the HWMI (must be submitted in writing).
- The community agrees that the activities it undertakes connected with this memorandum are not intended to provide services to the Federal Government and that the community will not submit a claim for compensation to any Federal agency/department.
- The community agrees that it will not claim or imply that its participation in the HWMI obligates FEMA beyond what's included in this MOU or endorses anything other than the community's commitment to the HWMI.

Period of Performance

- The awareness and mitigation action activities outlined in this agreement shall be continuous and ongoing, in order to sustain and enhance community resilience.



The undersigned officials execute this memorandum of understanding (MOU) on behalf of their parties.

FEMA Region

Designated HWM Project Coordinator (Name/Title): Marilyn Hilliard, Risk Analysis Branch Chief

Signature: MARILYN HILLIARD Digitally signed by MARILYN HILLIARD
DN: cn=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, ou=MARILYN HILLIARD,
0 9 2342 19200000 100 1, 1=0205195419 FEMA 1
Date: 2016.04.13 14:00:29 -0400 Date: April 13, 2016

Email address: marilyn.hilliard@fema.dhs.gov Phone: 617-956-7536

Community

Community name: _____

Authorized Representative (Name/Title): _____

Signature: _____ Date: _____

Address: _____ Suite/Floor Number: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax Number: _____

E-mail Address: _____

Community Web Site (if applicable): _____

Please return this signed MOU to:
Vincent Brown
FEMA
1800 S. Bell St.
Arlington, VA 20598
Or electronically to **Vincent.Brown@FEMA.DHS.GOV**

HIGH WATER MARK

▶ **10 FEET | 8/30/2004
HURRICANE GASTON**

**The highest known flood level
at this location.**

Gaston was a category 1 hurricane that made landfall along the central South Carolina coast. After moving inland, Gaston produced heavy rainfall across portions of the Carolinas and Virginia. Flooding in the Richmond, Virginia metropolitan area resulted in 8 deaths.

For more information contact
NATIONAL WEATHER SERVICE
www.srh.noaa.gov

VIRGINIA WEATHER SERVICE
www.weather.gov/akq/

CITY OF RICHMOND
www.richmondgov.com



 **FEMA**

 PLACEHOLDER PARTNER LOGO

 PLACEHOLDER PARTNER LOGO

HIGH WATER MARK



▶ 10 FEET | 8/30/2004 HURRICANE GASTON

**The highest known
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www.weather.gov/akq/

CITY OF RICHMOND
www.richmondgov.com



PLACEHOLDER
PARTNER LOGO



PLACEHOLDER
PARTNER LOGO



Ann Steidel

From: David Spitz
Sent: Thursday, May 12, 2016 10:29 AM
To: Christopher Clark
Cc: Charleen Greenhalgh; Ann Steidel; Sandy Robinson
Subject: TD Bank Parking License
Attachments: KP-#551942-v4-HARW_TD_Bank_parking_license.DOCX

Hi Chris,

Please forward the attached License Agreement to the Board of Selectmen for its May 16th agenda. The License was prepared by TD Bank, based on discussions with me over the past 2 years, and revised by Kopelman & Paige. In addition to signatures, I also am pursuing a Waiver of Site Plan Approval from the Planning Board later this month. If all goes well, we still hope to do some tree clearing and graveling of the new driveway in time for use this summer with the balance of work to be done in the fall.

I will be available at next Monday's meeting to answer any questions from the Board of Selectmen.

David

~~~~~

David Spitz, Harwich Town Planner  
508-430-7511  
dspitz@town.harwich.ma.us

## PARKING LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of May \_\_, 2016 ("Effective Date") by and between **TD Bank, N.A.**, a national banking association with an address of 17000 Horizon Way, Mount Laurel, NJ 08054 Attn: Lease Administration ("Licensor") and the **Town of Harwich**, by and through its Board of Selectmen a Massachusetts municipal association with principal offices at Harwich Town Hall, 732 Main Street, Harwich, MA 02645 ("Town").

WHEREAS, Licensor is the owner of a certain parcel of land located at 536 Route 28 Harwich, MA, 02646 (the "Property") which contains a parking area; and

WHEREAS, Licensor has access and parking spaces available on the Property to license to third parties, the specific area of which are identified in yellow on Exhibit A attached hereto (the "Lot"); and

WHEREAS, Town wishes to license from Licensor the use of the Lot under the terms and conditions set forth below ("License").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby covenant and agree as follows:

1. LICENSE:

The Licensor hereby provides a non-exclusive license to the Town to use, and to allow members of the public to use, the Lot subject to the terms and conditions of this Agreement solely for the purposes of parking (the "License").

2. USE:

Town shall use the Lot only for the purpose of parking vehicles only in the spaces as delineated on Exhibit A and only during the Term of this License during daylight hours, seven days a week. No overnight parking, storage or parking of box trucks, large vans, campers or trailers is allowed. Any vehicle shall park in the Lot at its and the Town's risk and Licensor shall not be responsible or liable for any damage, theft, loss or injury to any vehicles, occupants or vehicle contents in the Lot.

3. NO ESTATE CREATED:

This License shall not be construed as creating or vesting in the Town any estate in the Property, but only the limited right of use as hereinabove stated.

4. LICENSE FEES:

No license fees ("Fees") are payable, unless the Town charges a fee to the public for the use of the parking. If Town initiates a public parking charge then the Town will share its net proceeds (net of Town's cost of operating and maintaining the Lot, the "Net Revenue") equally with Licensor from the fees charged by Town (the fees to be paid to Licensor, the "Licensor

Share"). Town will notify Licensor in advance of implementing either parking meters or a "Pay for Parking" program and in which case the Town will split the Net Revenue fees equally with Licensor. Licensor's Share of the fees, if any, will be paid annually the day after Labor Day.

5. TERM:

The term of this License shall be for a period of one (1) year commencing on the Effective Date of this Agreement. Thereafter, the License shall renew on a month to month basis under the same terms and conditions unless otherwise terminated. Either party may terminate this License, for any reason, or no reason at all, by providing thirty (30) days prior written notice to the non-terminating party at the address set forth herein.

6. DEFAULT:

Town shall be in default under this License if (1) Town's use of the Lot causes a nuisance, and/or (2) Town or the public occupies or otherwise parks on the Property other than the Spaces on the Lot, and/or (3) the Parking Fee, if any, is not paid when due and/or (4) Town otherwise violates the terms of this License, provided that Licensor has provided the Town with thirty (30) days prior written notice (except in the event of an emergency) and the Town fails to cure the same within said thirty (30)-day period. Upon Town default, Licensor may at its discretion, immediately or at any time thereafter, terminate this License by giving written notice of such termination and the date of such termination to Town, which shall be at least five (5) days from the date of the notice. Notwithstanding such termination, any Licensor Share owed to Licensor as of the date of termination shall continue to be due and payable to Licensor.

7. RULES AND REGULATIONS:

Town covenants and agrees to comply with such reasonable rules and regulations as may be established by Licensor from time to time for the necessary, proper, and orderly care and use of the Lot. If Licensor determines that signage is necessary to identify Town's parking spaces, Town shall install such signage, at its cost and expense, after approval of placement and sign design from Licensor and obtaining any necessary permits.

8. INSURANCE REQUIREMENTS:

Town shall carry personal property insurance and public liability insurance with respect to its operations in relation to the Lot with a carrier reasonably satisfactory to Licensor, naming Licensor as additional insured under the liability insurance policy. The limits of the liability insurance policy shall not be less than \$1,000,000.00 per occurrence for bodily injury and for property damage, \$3,000,000.00 general aggregate. Such insurance may be maintained by Town under a blanket or master insurance policy. Town shall furnish Licensor a certificate evidencing such coverage as a condition precedent to the obligation of Licensor to allow parking privileges in the Lot to Town. Town shall request its insurer to provide Licensor with a renewal certificate satisfactory to Licensor of such insurance at least thirty (30) days prior to the cancellation or expiration of such policy. In addition, to the extent permitted by law, Town shall hold Licensor, its subsidiaries and affiliates, their directors, officers, agents and employees free and harmless from, and indemnify and defend Licensor against any and all claims, demands, suits, actions,

costs, loss, damage or expense, including attorney's fees and the cost of defending same, arising out of or caused by the Town's use of the Lot, including any and all claims asserted by third persons, except that the Town shall have no obligation hereunder for any claims etc. caused by or related to the negligence or willful misconduct of Licensor and/or its agents, employees, contractors and invitees (with Licensor, the "Licensor Parties"). This indemnification provision shall survive the termination of this Agreement.

9. RISK OF LOSS:

Town agrees that it shall use and occupy the Lot at its own risk, and the Licensor shall not be liable to the Town for any injury or death to persons entering the Property pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Town, public, or of anyone claiming by or through Town, that are brought upon the Property or the Lot pursuant to the License, except to the caused by or related to the negligence or willful misconduct of any of the Licensor Parties.

10. CONDITION OF THE LOT:

The Lot is being licensed by the Town in an "AS IS" condition and the Licensor excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Town has licensed the designated area after a full and complete examination thereof. Town accepts the area in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Licensor and without recourse to the Licensor, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the occupied area may be put. The Licensor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the area, throughout the term, the Town hereby assuming the full and sole responsibility for the condition, construction, repair, re-pavement (if damaged by the Town) and maintenance of the Lot.

11. ALTERATIONS:

The Town shall not make any alterations or additions to the Lot or erect any parking improvements on the Lot or erect signage and or landscaping in such a way that it will materially or adversely diminish access to the Licensor's Property or the Licensor's sign visibility, or otherwise unreasonably interfere in any material respect with the Licensor's use or occupancy of the Lot or its Property. Notwithstanding the foregoing, the parties acknowledge that the Town may paint parking and directional lines, install traffic control signs, install curbing, and, with Licensor's prior written consent (not to be unreasonably withheld), make such changes and/or improvements to connect the Lot to the Town's abutting land, including, without limitation, creating a paved driveway on the portion of the Lot, as approximately shown on Exhibit A, and installing jersey barriers on the west side of the Lot).

Town will move, dispose of, or relocate the sign on the access-way to the Lot at its risk and expense and will indemnify, defend and hold Licensor harmless, to the extent permitted by law, from any claims in any way related to the access-way sign.

Town will not block or use any other access to the Lot. The Town will access the Lot only via the yellow highlighted access-way on Exhibit A.

Town shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to Town in connection with work of any character performed at the direction of the Town and shall cause any such lien to be released of record without cost to the Licensor.

Town shall procure all necessary permits before undertaking any work on the Lot, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing materials of good quality and shall defend, hold harmless, exonerate and indemnify the Licensor, to the extent permitted by law, from all injury, loss or damage to any person or property occasioned by such work.

Town agrees that any contractors employed by the Town for such work shall be responsible and shall be required to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Property in amounts reasonably acceptable to the Licensor, and agrees to submit certificates upon request naming Licensor as an additional insured on such policies evidencing such coverage to the Licensor prior to commencement of and during the continuance of such work.

Upon notice from Licensor to Town, Town will install removable Jersey Barriers at the Town's expense to block traffic from traveling through Licensor's parking lot.

All alterations and/or additions made by the Town shall become the exclusive property of the Licensor upon completion.

## 12. MAINTENANCE AND REPAIR

The Town, at its expense, covenants:

- (i) to maintain the Lot in the same condition the Lot is in as of the date of this Agreement, and the access to the Lot, including exterior lighting, if any; and
- (ii) to repaint the parking lot lines upon the Licensor's request.

## 13. ASSIGNMENT:

Town shall have no right to assign, sublease, sell or otherwise transfer its right to park in the Lot.

14. NOTICE:

All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or via nationally recognized overnight courier, charges prepaid, addressed as follows:

If to Town:                   Town of Harwich  
Town Hall  
32 Main Street  
Harwich, MA 02645  
Attn: Town Administrator

If to Licensor:               TD Bank, N.A.  
Enterprise Real Estate  
Lease Administration  
17000 Horizon Way  
Mount Laurel, NJ 08054

cc:                             TD Bank, N.A. Legal Department  
75 John Roberts Road, Building B  
South Portland, ME 04106  
Attn: Real Estate Attorney

The names and addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice.

15. AUTHORITY:

Licensor and Town each represent and warrant to the other that such party has the power and authority to enter into this Agreement and such party does not need to obtain the consent of any third party with respect to the foregoing.

16. BINDING EFFECT:

This Agreement shall not be binding upon either party unless and until it is signed by both Licensor and Town and a fully executed counterpart thereof is delivered to each.

17. CHOICE OF LAW/VENUE:

The provisions of this Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts. Any dispute between Licensor and the Town arising directly or indirectly out of or from this Agreement or License shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts.

18. SUCCESSORS AND ASSIGNS:

This Agreement shall inure to the benefit of and be binding on the parties hereto, their respective heirs, representatives, successors, and assigns.

19. COUNTERPARTS:

This Agreement may be executed in counterparts, in which event each such counterpart original shall be deemed to be an original document, and all such counterpart originals taken together shall constitute one instrument. A facsimile or electronically transmitted copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

20. WAIVER OF TRIAL BY JURY:

THE PARTIES DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER, UPON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE LICENSE, TOWN'S USE OR OCCUPANCY OF THE LOT, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

551942.2/HARW/0001

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written above.

**Town of Harwich**

By: The Board of Selectmen

By: \_\_\_\_\_

Name: \_\_\_\_\_

Licensor:

**TD Bank, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516  
Fax 508-430-7517

May 11, 2016

Peter Hughes, Chairman  
Board of Selectmen  
732 Main Street  
Harwich, MA 02645



RE: Resignation

Dear Mr. Hughes:

Enclosed please find a correspondence from Bob Hartwell resigning from the Conservation Commission and the By-Law Charter Review Committee.

Respectfully,

Anita N. Doucette, MMC/CMMC  
Town Clerk

Enc.1

pc: Amy Usowski  
Conservation Agent  
Donald Howell,  
By-Law Charter Review

## Anita Doucette

---

**From:** Bob Hartwell <bobh1552@gmail.com>  
**Sent:** Wednesday, May 11, 2016 12:32 PM  
**To:** Anita Doucette  
**Subject:** Resignation

Anita,

There is no provision for a member of the Conservation Commission who has moved to another Town to serve while a successor is found. Therefore, I resign my positions on the Commission and on the Charter and By Law Revision Committee.

I very much appreciate the opportunity to serve and wish all my colleagues the best for the future.

I thank the Selectmen for the appointments.

Sincerely yours,

Bob Hartwell

Sent from my iPhone





## **Agreement Town of Harwich and CapeNet LLC**

This Agreement is entered into this    day of March 2016 by and between the Town of Harwich (the Town), whose principal place of business is 732 Main Street, Harwich, MA 02645, and CapeNet LLC (CapeNet), a Massachusetts corporation, whose principal place of business is 1900 West Park Drive, Suite 280, Westborough, MA 01581.

WHEREAS, the Town desires to include Harwich Town Hall in the list of facilities eligible to receive Internet services from Barnstable County;

WHEREAS, CapeNet desires to connect Monomoy High School to the OpenCape Network;

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CapeNet will construct a fiberoptic lateral, at no cost to the Town, connecting the OpenCape Network to the Harwich Town Hall. Thereafter, the Town will become a site eligible to receive Internet services provided by Barnstable County under the Regional Wide Area Network operated by CapeNet.
2. The Town will provide CapeNet space, at no cost, in its existing conduit that runs from Town Hall to an entry point to Monomoy High School in order accommodate CapeNet's fiber strands and broadband service to the school.
3. This agreement shall be null and void in the event CapeNet is unable to secure a contract in 2016 from the Monomoy School District to provide Internet Service to the Monomoy High School, Monomoy Middle School, Harwich Elementary School and Chatham Elementary School.
4. The rights and obligations of the parties hereto shall be construed and interpreted in accordance with the substantive law of the Commonwealth of Massachusetts without giving effect to its principles for choice of law.
5. This agreement may only be amended by written assent of both parties. The agreement shall be binding on the assigns of the parties.

**CapeNet LLC**

**Town of Harwich**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

*Dennis Port / West  
Harwich Route 28 -  
Roadway Improvement  
Project*

Main Street (Route 28) at  
Upper County Road  
Intersection (Town Line)  
to the Herring River  
Bridge Approach

Dennis & Harwich,  
Massachusetts

---

Prepared for    Towns of Dennis & Harwich

Prepared by    VHB, Watertown, Massachusetts

May 9, 2016

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This form is intended to provide preliminary information about the proposed project. It is not expected that all information that is asked for is available or known but applicants are encouraged to complete the form as fully as possible.

Proponent: Christopher Clark

PNF completed by: Griffin Ryder, P.E.

Title: Town Administrator

Title: Senior Project Manager

Municipality/Organization: Town of Harwich

Phone: 508-430-7513

Phone: 617-924 1770

Email: [cclark@town.harwich.ma.us](mailto:cclark@town.harwich.ma.us)

Email: [gryder@vhb.com](mailto:gryder@vhb.com)

Proponent: Richard White

Title: Town Administrator

Municipality/Organization: Town of Dennis

Phone: 508-760-6148

Email: [rwhite@town.dennis.ma.us](mailto:rwhite@town.dennis.ma.us)

Date: May 9, 2016

---

### Part I – Facility Location and General Information

Municipality: Towns of Harwich & Dennis

Route and/or Street(s): Route 28 (Main Street)

MassDOT District: District 5

MPO Region: Cape Cod Commission

Estimated project limits by mile marker, station or other distinguishing landmarks such as cross street(s).  
**Please include a locus map of the project. Please see Figure 1 Site Location Plan**

Start: Upper County Road & Route 28 Intersection

End: Herring River Bridge Approach, Harwich

Total Mileage: 0.7 miles

What is the federal functional classification of the road? Identify each section.

Interstate

Urban Collector

Rural Major Collector

Urban Principal Arterial

Rural Principal Arterial

Rural Minor Collector

Urban Minor Arterial

Rural Minor Arterial

Other Classification \_\_\_\_\_

Is the proposed project on the National Highway System?

**Yes**

No

Is the proposed project eligible for Transportation Alternatives?

Yes

**No**

Who owns the roadway/facility? MassDOT owns and maintains.

**Project Need:** Briefly describe or characterize, in general terms, the primary project need or goal (e.g. rehabilitate a roadway, improve safety at an intersection, reduce corridor congestion, improve pedestrian facilities, or provide bike accommodation).

The Towns of Harwich & Dennis, acting through their respective Town Administrator's Offices are in the planning stages to rehabilitate the existing Route 28 corridor and implement pedestrian improvements, with new sidewalks, and bicycle accommodations, with share the road and 5' shoulder facilities between the Upper County Road and Route 28 (Main Street) intersection to the east to the Herring River Bridge approach. The total length of the transportation improvement project is 0.7 miles. The section of Route 28 in West Harwich is known as Captain's Row as it contains a number of former historic Sea Captain's home along the roadway.

This section of Route 28 is a heavily traveled roadway that is impacted significantly by seasonal tourist and visitor travel. Route 28 serves as the main east/west connection along Nantucket Sound, with Route 6 and 6A being the other two main east/west connectors in the Dennis/Harwich/Brewster Area. The existing 20- to 24-foot wide, two-lane roadway section along the project corridor includes varying shoulder widths, degrading bituminous sidewalk sections on the north side of the street, fragmented sidewalk sections on the south side of the street, substandard accessible sidewalks, substandard or lack of ADA/AAB curb ramps, traffic signal equipment that does not meet current standards and no clear bicycle accommodations.

The goal of the Towns is to create pedestrian connectivity, develop a consistent roadway cross-section, and provide ADA/AAB accessibility and bicycle accommodations. The goal of the project is also to continue the improvements currently under design on Route 28 in Dennis Port and extend it into West Harwich.



Lack of ADA/AAB compliant curb ramps and pedestrian activated traffic equipment at Division Street intersection

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Identify the Primary Asset included in the project area (e.g. roadway, intersection, bridge, bike trail, structure).

The land uses adjacent to the corridor vary from primarily commercial development on the west end to primarily residential, with many old Captain's homes and some intermingled commercial uses on the east end. The commercial businesses along the corridor primarily include restaurants and retail use storefronts. The short section of corridor in Dennis Port is adjacent to commercial uses. The Chase Free Library, located at 7 Main Street near the Division Street intersection, is one of two properties along the corridor that is currently listed on the National Historic Register (NHR). The other property listed on the NHR is 37 Main Street which is the site of a former Sea Captain's home. The transportation improvement project is planned to provide multimodal access to some of the historic infrastructure along the route, including the Chase Free Library, the former Captain's homes, the West Harwich First Baptist Church and the West Harwich schoolhouse which is in the planning process to be preserved and rehabilitated by a local group working with the Town of Harwich. The West Harwich Schoolhouse as well as other historic Captain's homes in the area may also be eligible to be listed on the NHR.



Chase Free Library, 7 Main Street



37 Main Street

**MASSDOT - HIGHWAY DIVISION**  
Project Need Form

**Part II: Project or Program Description**

Provide whatever information is available to characterize the existing, general attributes of the facility.

| CHARACTERISTIC                               | DATA                                                   | Comments                                   |
|----------------------------------------------|--------------------------------------------------------|--------------------------------------------|
| Number of Lanes                              | 2                                                      | One lane each direction                    |
| Lane Width                                   | 10'-12'                                                |                                            |
| Shoulder Width                               | 1'-15'                                                 |                                            |
| Existing Right of Way                        | Varies                                                 | Mass GIS Property Line Information         |
| Annual Daily Traffic (ADT)                   | 11,814 @ Town Line                                     | Cape Cod Commission Report 2015            |
| Percent Truck Traffic                        |                                                        | Not included in Cape Cod Commission Report |
| Traffic Control (signal, flash, signs, etc.) | Traffic signals at Upper County Road & Division Street |                                            |
| Roadway Lighting                             | N/A                                                    |                                            |
| Posted Speed Limit                           | 35 mph                                                 |                                            |
| Transit Routes & Facilities                  | Cape Cod RTA H2O Bus Line                              |                                            |

**In what type of area is the project located?** *Project limits may include more than one type of area. For a definition of areas, please refer to Chapter 3 of the Guidebook.*

- |                                               |                                                                  |
|-----------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> Rural Natural        | <input type="checkbox"/> Suburban High Density                   |
| <input type="checkbox"/> Rural Village        | <input checked="" type="checkbox"/> Suburban Village/Town Center |
| <input type="checkbox"/> Rural Developed      | <input type="checkbox"/> Urban Residential or CBD                |
| <input type="checkbox"/> Suburban Low Density |                                                                  |

**How does the roadway/facility function in the community?**

- High-speed, primary corridor with limited access
- Moderate speed, major corridor between towns/regions
- Low to moderate speed corridor between towns/regions
- Moderate speed, major street connecting residential areas to a town center or major connector
- Low to moderate speed street connecting residential areas with other streets
- Primarily or exclusively a residential street
- Exclusive pedestrian/bicycle facility

**Regional Considerations:** Identify any regional use of the roadway (Characterize how neighboring communities use the roadway, what kind of link it provides to major arterials or highways).

Route 28 in West Harwich provides a regional connection alternative to Route 6 and Route 6A connecting Dennis and the Mid-Cape region to Harwich, Chatham and the lower and outer cape regions. Many of the side streets to the south of Route 28 provide access to the shorefront of Nantucket Sound.

**Part III: Identification of Problem, Need or Opportunity**

**A. Condition of Existing Facilities - Problem, Need, or Opportunity**

1. Please describe the condition of the roadway, path, or other horizontal facility, such as type and extent of cracking, ride-ability, utility patching or other surface defects such as rutting, raveling, shoving, bleeding, etc. This may be based on visual inspection or automatic detection methods. Are deformations related to the pavement structure, indicating road sub-base issues? Include any PMS (Pavement Management System) ratings, PCI (Pavement Condition Index) data and/or photos, if available.

The pavement along the Route 28 project limits is generally in fair condition. There is noticeable cracking and deterioration of the roadway, including pot holes or rutting. There are apparent utility patches that appear to have taken place over the years. Some of these patches are showing signs of deterioration (see picture below).



Pavement patch deterioration

2. Please describe the condition of facility appurtenances, such as signs, signals, lighting, median barriers, guardrail, pavement markings, curbing, landscaping, fences, ITS components, etc.

The condition of the existing facility appurtenances is generally fair to poor. Pavement markings are faded but generally visible. Crosswalk markings are faded and may be difficult for drivers to see. Existing sidewalk infrastructure is in poor condition and not in compliance with AAB and ADA standards. The existing crosswalks at Division Street do not have ADA/AAB compliant approach ramps and push button pedestrian activation equipment. Where curbing exists it does not appear to have a consistent reveal, either due to settlement or roadway pavement overlays. Utility poles are predominantly located on the south side of the roadway. Street lighting is provided by cobra head type light fixtures mounted to the existing utility poles.



Faded pavement markings

3. Please describe any specific concerns related to the existing drainage system. If there is a history of flooding in the project area, describe the potential solutions under consideration, such as increased maintenance, repair/replacement of drainage infrastructure, raising the vertical profile, or culvert replacement, etc. Are there opportunities for improving storm water management, including drainage outfalls, within the project limits?

The existing drainage system does not appear to meet current standards. The proposed project would include the replacement of outdated drainage infrastructure to enhance the water quality treatment that stormwater runoff in this area receives.

Are there any historic drainage issues/concerns in this area that should be noted?

4. Please describe the condition of any other structures, or equipment (retaining walls, buildings, noise barriers, bus shelters, bike racks, etc.)

There are a few properties that have fallen into disrepair along the corridor. There are not any existing bus shelters or bike racks within the project limits. There are some sections of historic wood fencing along the corridor that serve to help frame the landscape of the historic former Captain's homes.

5. If the project/program includes a bridge or bridges, please describe the condition, such as bridge ratings, dates of inspection, weight restrictions, closings, structural adequacy, functional obsolescence, condition of other bridge elements, etc. Identify the bridge location and ID number (if known).

The proposed rehabilitation of Route 28 does not include bridge structures, however the Herring River Bridge western approach is currently planned as the terminus of the project.

6. Please describe the condition of any existing pedestrian facilities. Include the limits and width of any existing sidewalks and identify any obstructions. Are the existing sidewalks ADA/AAB compliant? In addition, please characterize the pedestrian need, including any indication that pedestrians use the corridor beyond existing sidewalks (rutted paths, pedestrian using the roadway shoulder, etc.). ●  
GreenDOT

There is an existing HMA approximately 4' wide sidewalk on the northern and southern sides of Route 28 at the western edge of the project, near division street. The southern sidewalk extends for approximately 80 feet to the east from the Division Street intersection before it terminates. The northern sidewalk transitions from approximately 4' wide to a variable width that is 4' wide or less approximately 450' from the Division Street intersection. From this point the HMA sidewalk is in very poor condition with areas of overgrown vegetation encroachment and meanders along the northern edge of Route 28 (see picture below). The existing sidewalk is not ADA/AAB compliant due to the width and the lack of accessible curb ramps and appropriate traffic signal equipment for street crossings. Along the southern side of the Route 28 roadway shoulder there is a worn path that appears to be used for pedestrians in the absence of a sidewalk in this area. There is an approximately 400' long stretch of existing sidewalk on the south side of Route in front of the commercial area across the street from the Baptist Church that terminates at either end.



Poor condition of sidewalk along the northern side of Route 28

7. Please describe the existing bike accommodation (4' minimum shoulder width, bike lane, or shared use path), including the limits and width of any existing facility. In addition, please characterize existing bike traffic. ● GreenDOT

There are currently no defined bike accommodations provided within this corridor section. Based on Cape Cod Commission data the estimated bikes per day is 40 at Division Street. However the estimated number of bikes per day at the Route 28 intersections to the east and west of Division Street at Belmont Road in Harwich and at Hall Street in Dennis are 93 and 160, respectively. This is likely due in some part to bicyclists avoiding the Division Street intersection due to the unsafe conditions for biking.



Lack of defined bicycle accommodations

8. Identify and locate any underground utilities (water, sewer, gas, other) and overhead utilities (electric phone, cable). Identify any larger utility appurtenances, above ground or underground, such as cabinets or vaults. Identify any active or inactive railroad crossings.

Route 28 has overhead telecommunication and power lines supported by utility poles located adjacent to the roadway, in both Dennis Port and Harwich. In addition, a gas utility main and a water main are located either under the paved area or in the shoulder.

9. Describe any repair or preventive maintenance to the roadway or appurtenances. Include the extent of the work (resurfacing, rehabilitation, reconstruction or replacement) and when the last repair was done? ● GreenDOT

According to MassDOT records, maintenance of the section of roadway within the project limits was last performed in 2002 and likely consisted of a 2" mill and overlay, as this was the standard resurfacing treatment at the time.

## **B. Mobility - Problem, Need, or Opportunity**

1. Please describe any existing or prospective highway congestion issues. Identify the nature and extent of congestion, including when it occurs and whether there is queuing. Include any traffic analysis, including LOS (Level of Service) data, if available. ● GreenDOT

Traffic analyses have been conducted for the signalized intersections at Upper County and Division Street as part of the Dennis Port Route 28 project. The traffic analyses indicate that both of the existing signalized intersections operate at an overall level of service (LOS) B.

2. Please describe any need or opportunity for greater connectivity or improved access along the corridor or to particular points along the facility. Identify any missing connection or constraint in access that could be improved for greater mobility. ● GreenDOT

Construction of a sidewalk and formalized bicycle accommodations along Route 28 will reduce conflicts between pedestrians, cyclists and motorists that currently share the road. Given that the existing roadway shoulders do not meet current standards for bicycle accommodation, the proposed widening to create appropriate biking shoulders or the implementation of the shared-use path will provide a safer alternative for pedestrians and cyclists traveling along the corridor. This project would extend multimodal accommodations from the proposed Dennis Port Route 28 rehabilitation project by extending bicycle and pedestrian accommodations farther to the east. The enhanced multi modal transportation opportunities created by the proposed project would also provide for safer pedestrian or bicycle access to the seasonally active Nantucket Sound waterfront area and beaches to the south of Route 28.

3. Please identify any mobility issues for pedestrians, bicyclists and transit users. Identify if roadway is included in any local, regional or statewide bicycle routes. Include any obstacles or missing connection of existing pedestrian facilities, as well as any impediments that effect pedestrian access and mobility. Include any pedestrian or bicycle data, including bicycle LOS (Level of Service) analysis, or user count data, if available. ● GreenDOT

Construction of bicycle accommodations along Route 28 will reduce conflicts between cyclists and motorists that currently share the road. Given that the existing roadway shoulder does not meet current standards for bicycle accommodation, the proposed defined bicycle accommodations will provide a safer alternative cyclists. Existing impediments that effect pedestrian access and mobility include the lack of continuous ADA/AAB accessible sidewalks, sidewalk ramps and clearly marked crosswalks.

## **C. Safety and Security - Problem, Need, or Opportunity**

1. Please describe any safety concerns on the facility. Provide any crash history within the project limits, including number and severity of crashes, type of crashes and whether there have been any fatalities. Include the calculated crash rate, if available.

The existing roadway shoulder does not meet current standards for bicycle accommodations of any type and there is a lack of sidewalk continuity with accessible ramps, pedestrian activated signal equipment and crosswalks throughout the corridor. The proposed project will provide a safer non-motorized alternative for pedestrians and cyclists traveling on Route 28 in Dennis Port and West Harwich.

Crash data for the signalized intersections within the project limits at the Upper County Road and Division Street was obtained from the MassDOT records for the five year period: January 2008 through December 2012. Recorded crashes include incidents involving personal injury or property damage in excess of \$1,000. At the two signalized intersections there were four crashes over the five-year period. All four crashes occurred at the intersection of Upper County Road and Main Street (Route 28). Three of the four crashes were rear-end type collisions. There were no reported crashes at the intersection of Main Street and Division Street.

2. Please describe adjacent significant activity centers (schools, senior centers, places of assembly, industrial operations, or parks). Please describe any safety issues for other users such as pedestrians, bicyclists, persons with disabilities, transit riders, trucks, school children, etc. ● GreenDOT

The proposed project will enhance mobility and connectivity to existing activity centers including the following destinations:

- Chase Free Library
- West Harwich Schoolhouse
- First Baptist Church West Harwich
- Herring River Bridge
- Dennis Port Commercial District
- West Harwich Commercial District
- The Cape Cod Theatre Company – Harwich Junior Theatre
- Cape Cod Reaching Hart Dance Center

3. Please describe whether there are any known evacuation routes identified at the state, local or private level.

According to information available through the Cape Cod Commission, there are no known evacuation routes within the study limits.

#### **D. Economic Development - Problem, Need, or Opportunity**

1. Please describe any current, planned, or potential economic development opportunities within the project limits, that would be supported by improvements to the facility. Do these developments reflect Smart Growth Development and Sustainable Development principles? ● GreenDOT

The Town of Harwich adopted a Local Comprehensive Plan in 2011. The local plan targets the continued accommodation of commercial and industrial uses within the project area due to the high traffic volumes, good visibility and easy access to major highways. Improvements to the roadway facility would support the local plan by providing a safer means of travel for all modes through the area.

The Town of Dennis adopted a Local Comprehensive Plan in 2002. One of the goals of the plan is to preserve the character of Dennis' unique village centers, with Dennis Port being one of these village centers. To achieve this the Town of Dennis town policies encourages redevelopment over new development the development of village amenities such as walkways. The plan further encourages alternate transportation modes to village centers. The proposed project is very much in line with the goals and policies identified in the Economic Development section of the Comprehensive Plan.

2. Identify any need or opportunity to improve access to services, promote industry clusters, facilitate affordable housing or job creation within the area. ● GreenDOT

The proposed project creates multi modal connectivity and healthy transportation commuting options for potential employees of surrounding communities. These features increase connectivity to an area targeted for economic growth and may open opportunities for localized job creation.

#### **E. Environmental - Problem, Need, or Opportunity**

Please describe any need or opportunity associated with environmental aspects, as listed below. Links to guidance clarifying the resource areas are provided in brackets.

1. Wetland(s) [<http://www.mass.gov/dep/water/waterres.htm>]

Aside from the bridge approach to the Herring River which would require work within a resource buffer zone but no direct wetland impacts, there are no impacts to known wetland areas in the immediate vicinity of the project site.

2. Water Supply Watershed(s) [<http://www.mass.gov/dep/water/drinking/sourcewa.htm>]

The proposed project does not fall within a Zone 1 or Zone 2 wellhead protection area.

3. Impaired Water Body(ies) [<http://www.mass.gov/dep/water/resources/10list3.pdf>]

The Herring River which is adjacent to the limits of the project (the herring river bridge approach is the limit) is impaired for fecal coliform on the Final Massachusetts Year 2014 Integrated List of Waters. There is also a draft TMDL for Total Nitrogen for the Herring River Estuarine System which was released in 2015. As part of the design of the stormwater management system for the proposed project, any areas that drain to the Herring River will need to be designed with the appropriate stormwater BMPs for water quality treatment to address the final and draft TMDLs associated with the Herring River.

4. Priority Habitat(s) [[http://www.mass.gov/dfwele/dfw/nhosp/gis\\_resources.htm](http://www.mass.gov/dfwele/dfw/nhosp/gis_resources.htm)]

The Route 28 project limits are not within Natural Heritage mapped priority habitat.

5. Historic/Cultural/Scenic Resource(s): Are there listed or eligible properties, any archeological resources or scenic by-ways within or adjacent to the project area?

The project corridor was fully disturbed during the construction of the Route 28 roadway.

Based on the Massachusetts Historical Commission MACRIS web site, there are a number of listed or inventoried historic resources including the West Harwich Historic District along the project limits in the Town of Harwich.

6. Air Quality and Greenhouse Gases: Is there a potential to reduce greenhouse gases, through construction methods; operational modifications; changes in connectivity, access, or travel behavior; or other methods? ● GreenDOT

The proposed project will improve the safety and fill gaps where there is a lack of connectivity for pedestrians and bicyclists. The enhancement and availability of these pedestrian and bicycle facilities will help to promote alternative means of travel within the area in lieu of motor vehicles.

7. Hazardous Materials: Are there concerns about hazardous materials within the project limits or on any adjacent properties? Could any prior use of adjacent properties be an issue?

There are no know hazardous materials located within the project limits or adjacent properties.

#### **F. Community - Problem, Need, or Opportunity**

Please provide some background about the area where the facility is located and describe any need or opportunity that may address or impact the community or neighborhood, as outlined below.

1. Please characterize the abutting land use in the area surrounding the facility. How does the facility function within the area? Please note if some or all of the area falls within an environmental justice (EJ) area.

The surrounding land use is primarily commercial at the west end and residential on the east end. The following uses exist on or near Route 28 within the project limits.

- Chase Free Library
- West Harwich Schoolhouse
- First Baptist Church West Harwich
- Herring River Bridge
- Dennis Port Commercial District
- West Harwich Commercial District
- The Cape Cod Theatre Company – Harwich Junior Theatre
- Cape Cod Reaching Hart Dance Center
- Multiple Restaurants & Inns

The project is not located within an environmental justice area

2. Are there opportunities to promote healthy transportation modes of walking, biking or transit use by improving pedestrian, bicycle or public transit infrastructure or operations? ● GreenDOT

The implementation of improved and connected sidewalks for pedestrians and defined bicycle accommodations that don't currently exist in the area provide for great opportunities to promote healthy transportation.

3. Identify any need or opportunity to improve access to services, jobs, housing, transit or recreation for residents within the area. ● GreenDOT

The addition of a connected sidewalk system and bicycle accommodations will provide the residents in the area with a safer means for pedestrian or bicycle travel to the commercial areas at the western portion of the corridor. Residents that work or seek services within the commercial area would have improved access to these destinations.

#### **G. Transportation Enhancements - Problem, Need, or Opportunity**

1. Identify any need or opportunity to incorporate transportation alternatives, such as provisions and programs related to pedestrians, bicyclists or rail trail facilities or education; landscaping; scenic/historic acquisition, beautification, preservation, programs, or facilities; outdoor advertising management; archeological planning and research; environmental mitigation or wildlife mortality reduction efforts.

Within the project limits there are gaps of sidewalk connectivity and a lack of defined bicycle accommodations. The proposed project will extend the pedestrian and bicycle routes under design as part of the Dennis Port Transportation Improvement Project that terminate at the intersection of Upper County Road and Route 28. The sidewalk connections would continue along the north and south sides of Route 28.

The easterly bicycle route would connect the share the road route that terminates at Hall Street as part of the Route 28 Dennis Port project and extend it along Willow Street to the east and Belmont Road to the north. At the Belmont Road intersection with Route 28 traveling there is a 5' bicycle shoulder proposed that would continue to the west to the Division Street intersection and to the eastern limit of the Project. The reason for providing the easterly bicycle alternative route outside of the Route 28 corridor is to avoid the densely developed downtown Dennis Port and West Harwich area between Hall Street and Belmont Road. It should also be noted that there are existing buildings that are very close to the existing roadway between Division Street and Belmont Road (see pictures below). This is consistent with the in progress design of the Dennis Port transportation improvement project.

The westerly bicycle route proposed as part of this project would be provided with the construction of a consistent 5' wide shoulder along the westerly travel lane of Route 28 throughout the project limits.



Buildings along south side of Route 28 are close to the roadway between Division Street and Belmont Road



Buildings along south side of Route 28 are close to the roadway between Division Street and Belmont Road

#### H. Planning and Public Outreach - Problem, Need, or Opportunity

1. Describe any Public Outreach that has occurred so far on the proposed improvements, including public informational meetings, local mailings, workshops, etc.

The public and town meetings that were conducted to solicit town approval and community acceptance of the transportation improvement project are as follows:

- A sitewalk of the corridor with Town Officials and residents to discuss the project and understand the residents' perception of the area was conducted on September 23, 2015.
- A brainstorming session with Town Officials and residents to discuss design alternatives for the corridor was conducted on October 27, 2015.
- A follow up meeting with the Town of Harwich Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Department of Public Works Director Lincoln Hooper and DPW employee Chris Nickerson to discuss the project and solicit town approval was held on March 24, 2016.

Meeting notes from these meetings are attached.

2. Are there any special needs that need to be accommodated to fully engage the public with respect to public outreach?

The Towns may need to provide audio equipment or translation services to accommodate hearing impaired at the MassDOT Design Public Hearing. The hearing will be held at an accessible location for individuals with disabilities.

3. Identify any local or regional planning documents that identify the problem, need or opportunity outlined within this PNF.

The Town of Harwich adopted a Local Comprehensive Plan in 2011. The local plan targets the continued accommodation of commercial and industrial uses within the project area due to the high traffic volumes, good visibility and easy access to major highways. Improvements to the roadway facility would support the local plan by providing a safer means of travel for all modes through the area.

The Town of Dennis adopted a Local Comprehensive Plan in 2002. One of the goals of the plan is to preserve the character of Dennis' unique village centers, with Dennis Port being one of these village centers. To achieve this the Town of Dennis encourages redevelopment over new development the development of village amenities such as walkways. The proposed project is in line with the goals and action items identified in the Economic Development section of the Comprehensive Plan.

4. Identify efforts to coordinate with relevant government agencies, including RTA(s), DCR, regulatory agencies, or neighboring municipalities.

The Towns of Harwich and Dennis have expressed interest in coordinating development of the Route 28 corridor through the two towns and jointly support the advancement of the proposed project.

**Thank you for completing this form. Please submit the PNF to the Regional MPO/RPA and the MassDOT Highway Division District office.**



Place: Main Street (Route 28), Harwich

## Meeting Notes

Date: September 23, 2015

Notes Taken by: P. Domigan, G. Morrison-  
Logan, G. Ryder, S. Rhoads

Project #: 13137.00

Re: Roadway Corridor Walk & Discussion

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### ATTENDEES

See attached list

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The meeting was held to kick-off the Main Street (Route 28) corridor study project. Attendees met at 9:30 AM at the intersection of Division Street and Main Street which marks the west end of the project.

Attendees included representatives from the Towns of Harwich and Dennis, representatives from VHB, area residents and a representative from the local media. Please see attached list for a full list of attendees.

Christopher Clark (Town of Harwich, Town Administrator) began the meeting by welcoming the residents in attendance and introducing the project visioning team. Trish Domigan (VHB) described the current status of the potential project and the adjacent project in the design stage for Route 28 in Dennisport, noting that it is years from construction if it were to proceed. Trish stated that there will be many opportunities for the public to provide input on the project and this input would be considered during the design of the project.

Attendees then reviewed an aerial plan of the project area prepared by VHB. After this review and orientation with the project limits the attendees began to walk the roadway corridor from the Harwich/Dennis Town line to the east, towards the Herring River which marks the east limit of work.

The following is a summary of the walk of the roadway and major points discussed:

- The transition from Dennisport to the west end of the project within Harwich features an urban feel, however it transitions to a more residential area fairly quickly. In Dennisport there are wide sidewalks, storefronts, gas stations and large "box" retail stores and associated parking lots. Once the Town line is crossed into Harwich there are a handful of smaller scale commercial properties then the residential neighborhood begins. It was noted that pedestrian access needed to be addressed from Dennis to Harwich.
- There was a question on the use of granite curbing along the edge of roadway. There was a concern that curbing would bring an urban hardness to the corridor that isn't there now.
- Mass transit authority has bus stops along the corridor. Locations of the stops need to be reviewed as part of the design process.
- It was noted that the design of the roadway improvements should highlight the historic significance of the corridor.
- Gateway considerations should be made between the commercial areas and the residential/historic areas, and the adjacent land use will influence the design of the roadway corridor (use of granite curb and concrete sidewalks in commercial areas, berm and bituminous sidewalks in residential areas)

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- West Harwich is in process of becoming a historic district, and there are two properties on the national historic register. There are two properties on the NHR, one being 37 Main St, and the other is Chase Library (7 Main Street)
  - There are several historic Captain's houses throughout the corridor.
  - One of the residents indicated that there are 35 houses on the 0.6 mi stretch that would qualify for the national register
  
- It was noted that traffic calming techniques could be evaluated for travelling along Main St.
- There is a facebook page called Historic West Harwich/captains row that has a lot of historic pictures
  
- The close proximity of houses to the roadway was noted by all.
- Traveling east, the roadway features more commercial properties in addition to historic buildings at the intersection of Main Street and Belmont Road/Depot Road West. The church at the NE corner of Main Street and Depot Road West was built in 1755. Additionally, a historic schoolhouse is located a short distance to the north on Depot Road West. Between the church and the schoolhouse is the church's cemetery. The historical nature of this area leads it to be considered a focal point of West Harwich.
  - The church was identified as being the oldest Church on the cape and it is a focal point of West Harwich.
  - Along Main Street in this area there is a very wide pavement surface which provides opportunities for traffic calming and landscaping elements to be incorporated into the project. a protected cross walk with either RRFB or HAWK signals may be appropriate at this location, along with pedestrian lighting.
- To the east of the Main Street and Mansion Road intersection the roadway corridor becomes predominantly residential. The right-of-way appears to have sufficient width in this general location to provide more flexibility with the types of improvements made.
- Proceeding east along Main Street to the Herring River the corridor maintains a residential feel. Some commercial uses are introduced into the corridor prior to the eastern limit of the project, defined by the Main Street bridge spanning the Herring River.
- At the eastern project limit meeting attendees gathered in the Cape Cod Irish Pub parking lot to conclude the meeting. it was noted that Bell's Neck should be a noted vista along the corridor.
- Attendees were given the opportunity to voice any thoughts that came to mind during the walk of the roadway. The following items of note were discussed:

- Street signing – the possibility for special signing designating the West Harwich limits at the Town line with Dennis and to the east of the projects limits was discussed.
- Common village elements – the opportunity to introduce a common, coordinated type of fencing, signage and lighting was discussed.
- Roadway edge treatment – some residents noted concerns over the appearance of vertical granite curb and how it would affect the feel of the corridor. It was noted that there are many types of edge treatment that can be proposed and these can be varied throughout the corridor to better match the context of the surrounding area.
- There should be more green space in the residential areas, change with the commercial and retail areas
- Have gateway entrances at West Harwich Historic District
- There are bushes that are encroaching on the existing roadway layout.



Meeting Notes

Project#:

Date:

Notes Taken by:

Re:

Place/Location:

ATTENDEES

| NAME                  | E-MAIL                    |
|-----------------------|---------------------------|
| Dan Tworek            | dtworek@comcast.net       |
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| Linda Hooper          | highway@cape.com          |
| Tom Andrade           | tamrada@town.dennis.ma.us |
| GEORGENE RIEDL        | riedlgeorgene@gmail.com   |



Place: Harwich Town Hall Griffin Room

Date: October 27, 2015

Notes Taken by: Stephen Rhoads

## Meeting Notes

Project #: 13137.00

Re: Main Street, West Harwich - Brainstorming Session

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### ATTENDEES

See attached list

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The meeting was held to continue to gather the public's thoughts and comments on the Main Street (Route 28) corridor study project.

Trish Domigan (VHB) began the meeting with an overview of the current status of the project. Trish noted that the session is intended to be a continuation of the process to facilitate comments on the roadway corridor that started with the walk of the roadway on 9/23/15.

Geoffrey Morrison-Logan (VHB) reviewed the three main sections of the roadway: commercial (west side), historical Baptist church/schoolhouse (middle of project), and the West Harwich community gateway (east side of the project). Geoffrey noted the goal is to gather thoughts and see what is important to the area residents. With these thoughts in mind VHB will make a concept plan for review.

Geoffrey began a review of the 3 boards VHB prepared for the meeting. Each of the three main sections of the project mentioned above have their own board. Following are comments noted on each board:

#### Board 1 – Commercial section (Division Street to Silver Street)

- One attendee noted granite curb is not desired
- Attendees noted concern over selection of surface materials
  - Concrete and asphalt "too hard" in appearance
- Attendees noted they don't want the streetscape features present in the Dennisport commercial area
- Some attendees said they are in agreement with vertical granite curb and grass strip transitioning to HMA berm and a grass strip
- Bike accommodations
  - One attendee requested bike accommodations to be designed as small as possible
  - Some attendees preferred an off-roadway multiuse path design
- A common theme of the attendees is to transition to a softer feel as soon as possible
- Once east of Silver Street (entering residential area) introduce street lighting (pedestrian level light poles)
  - Lighting in selective locations for place making

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### Board 2 - Baptist church and surrounding area

- The wider roadway right-of-way in this area presents the possibility for a multiuse path and narrower overall roadway pavement width
- Attendees discussed a seating/gathering area in front of the Baptist church
- There was discussion of focusing on a wider grass strip on north side of the roadway with seating areas centered around the mid-block crossing in front of the church
- Lighting can become more focused in this area
- Transit stop: propose moving it east of church
  - Attendees think it's located at the NW corner of Depot Road and Main Street intersection
- Depot Road and Main Street intersection is very important to residents
  - Narrowing the intersection is a possibility
- Trees
  - Proposed street trees at focal areas - selective usage (not too many) to match historic feel of the openness of the area
  - Work with residents on new trees - planting location either on the resident's properties or within the public right-of-way

### Board 3 - East End/Community Gateway

- Attendees noted the importance of roadside fencing and lighting in this area
  - VHB noted the state will be limited in what they can do
  - Attendees noted different types of existing fences provide an individual feeling to the area
- Attendees commented that this section has the most historic homes
- Gateway transition is from the Cape Cod Irish Pub driveway toward Riverside Drive

### Wrap up and miscellaneous notes:

- VHB to develop design plan and present at Board of Selectmen meeting
- Drainage
  - Low Impact Development (LID) Drainage Design – direct run off to grass swales/ retention area versus leaching basing

- Can explore using this method along the roadway
- Dennisport Main Street project design
  - The Dennis project has a higher level of design complexity due to the higher density commercial at the east end of the project (where it meets the West Harwich Main Street corridor)
  - Cross sectional standards must be met in this area
- One attendee asked for samples of the options for edge treatments
- One attendee expressed concern over maintenance of the corridor – noted weeds often come up in new and old construction
  - VHB responded that the state will be responsible for maintenance

Main Street, West Harwich  
Brainstorming Session

TUESDAY, OCTOBER 27, 2015

SIGN-IN LIST

|     | <u>NAME</u>         | <u>EMAIL ADDRESS</u>           |
|-----|---------------------|--------------------------------|
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| 4.  | SALLY Urbano        | UrbanoSally@yahoo.com          |
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| 12. |                     |                                |
| 13. |                     |                                |
| 14. |                     |                                |
| 15. |                     |                                |
| 16. |                     |                                |
| 17. |                     |                                |



# Meeting Notes

Place: Harwich Town Hall

Date: March 24, 2016

Notes Taken by: Griffin Ryder

Project #: 13137.00

Re: West Harwich Route 28

## ATTENDEES

Christopher Clark, Town Administrator

Charleen Greenhalgh, Assistant Town Administrator

Lincoln Hooper, DPW Director

Chris Nickerson, DPW

Patricia Domigan, VHB

Griffin Ryder, VHB

VHB met with Town of Harwich on Thursday March 24, 2016 at 11 am at the Harwich Town Hall to discuss the current status and next steps for the West Harwich Route 28 Transportation Improvement Project concept. This meeting was a follow-up meeting to the sitewalk and brainstorming sessions held on, September 23, 2015 and October 27, 2015, respectively.

Patricia Domigan (PD) indicated that MassDOT is generally supportive of the project as it is essentially an extension of the on-going Dennis Port MassDOT TIP project. MassDOT may also support ornamental lights and fencing associated with the project. It was noted that sidewalk width for the project should be 5' wide.

Chris Nickerson (CN) indicated that the meandering sidewalk alignment shown on the south side of Route 28 on the current concept plan creates issues/difficulties with winter maintenance. The grass strip separation is ok. VHB to adjust the sidewalk alignment to eliminate meandering layout and make it parallel to the curb line with a 2' wide minimum grass strip.

The Town of Harwich indicated that some of the residents have indicated that they would like to see the bike lane as part of the walking path. VHB will develop an alternative design to include a Shared Use Path (SUP) on the south side of Route 28 in lieu of a 5' wide bike shoulder (shoulder may potentially be reduced to 2' with MassDOT acceptance) and a 5' wide sidewalk. The SUP would need to be a 10' wide paved surface with 5' minimum separation from the roadway. It was discussed that the transition point for on street to off street SUP bike accommodations should be at the Belmont Road intersection. The lane widths are to be 11-feet wide. Christopher Clark (CC) indicated that the neighbors like the idea of the SUP concept and a narrower road width would help with speed control.

The transition to the Dennis Port Route 28 project was discussed. The Town of Dennis did not touch the Division Street traffic signal as part of the Dennis project. It was further discussed and agreed that the traffic signal at Division Street and Upper County should be included in this project such that the Dennis Port project and this West Harwich Route 28 project are integrated. PD indicated that Pam Hazner from MassDOT asked about the Upper County Road intersection traffic signal.

MassDOT funding was discussed. Multimodal accommodations will be required for bikes, pedestrians and vehicular modes. Fencing and street lighting funding was discussed. The area residents will likely want historic and ornamental style lighting and fencing, MassDOT may be willing to partner. PD indicated that MassDOT is paying for lights as part

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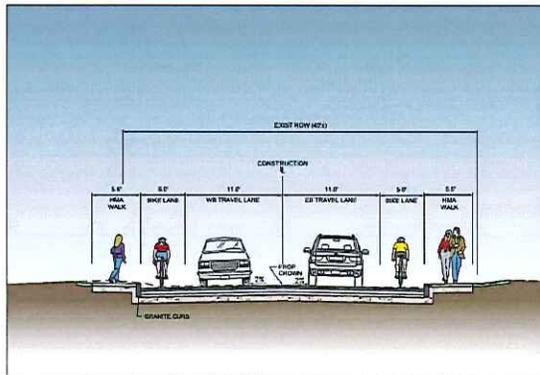
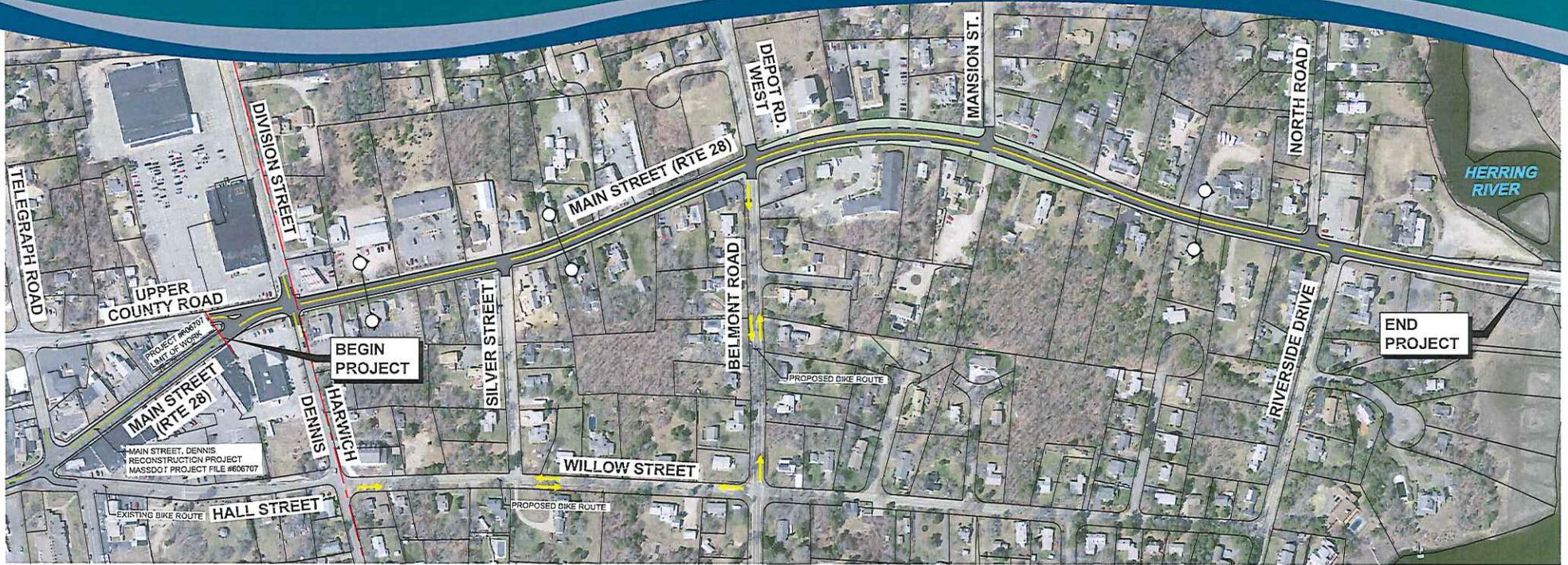
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March 24, 2016  
Page 2

of the Dennis Port project. Charleen Greenhalgh (CG) indicated that the lighting should be brought up to current lighting standards.

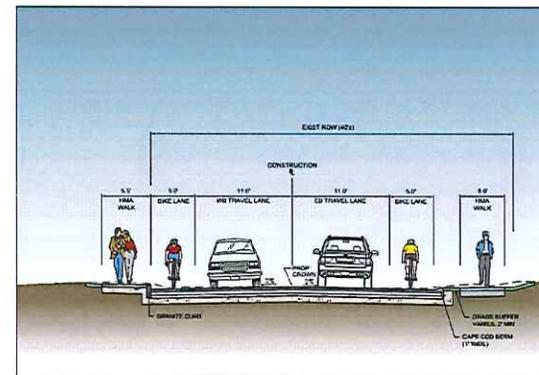
Next steps were discussed. CC would like to get the Town of Dennis on board for the Division Street and Upper County Road intersections and for a joint application to MassDOT. VHB to have conversation with the Town of Dennis. Once Town of Dennis is on board, the Town of Harwich would like VHB to present the concept plan and Project Need Form (PNF) application to the Harwich Board of Selectmen at an upcoming meeting to be scheduled.

# Main Street (Route 28) Harwich, Massachusetts

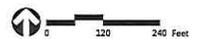
## Conceptual Vision Plan



Section A - A

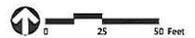


Section B - B



# Main Street (Route 28) Harwich, Massachusetts

## Conceptual Vision Plan Enlargement Plan



## BALLOT QUESTIONS

1. Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued to fund the reconstruction of the Saquatucket Municipal Marina docks, piles and services, to include a handicap accessible ramp system that brings the marina in compliance with the American with Disability Act (ADA) and dredging of approximately 12,500 cubic yards of material to bring the marina within permitted depth?

YES \_\_\_\_\_ NO \_\_\_\_\_

***Ballot Question 1 Explanation/Comments:** The current docks at Saquatucket Harbor are over 30 years old, well beyond their useful life, and pose a safety concern for the hundreds of patrons and visitors that use the docks on a daily basis. Of particular concern are the large groups of people that walk the docks to go to and from the large passenger boats that operate out of the harbor. A fiscal year 2017 capital project is being requested to replace the dock system; this includes all floats, piles, electrical service, plumbing, fire suppression, bubbler system, and wireless internet. The addition of a handicap accessible ramp system is an important part of the project, bringing the municipal marina into compliance with both the American with Disability Act and the Massachusetts Architectural Access Board requirements. Dredging of shoaled areas within the harbor to permitted depths is also a major part of the total project that has been estimated at \$7 million by Bourne Engineering. The town was recently awarded a \$1 million MA Seaport Economic Council grant to fund the east dock portion of the project. The ballot question for debt exclusion would finance the remaining \$6 million balance. The project will be financed over a 20 year term with approximately 75% of the debt service funded from harbor revenues, as supported by Administration.*

2. Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued to fund the Road Maintenance Program as requested in the Capital Plan for Fiscal Year 17?

YES \_\_\_\_\_ NO \_\_\_\_\_

### NON-BINDING ADVISORY BALLOT QUESTION REGARDING THE HARWICH MIDDLE SCHOOL

3. The Board of Selectmen is evaluating options for the re-use or sale of the Harwich Middle School Building, which currently costs the Town \$125,000 annually for maintenance, and is seeking voter input on four options, any of which will require a future action of town meeting. **Please vote for only one option:**

1. Do you favor retention of the Harwich Middle School Building changing the use to a mixed municipal-private use such as a relocated town hall and private organization leased area for community activities, which has an

estimated cost of \$11,476,000 for a full upgrade of the available 79,700 square feet of space and an estimated annual operation and maintenance cost of \$250,000? No additional town employees are included in these cost estimates and this option includes the sale of the existing town hall.

- 2. Do you favor demolition of the Harwich Middle School Building and retention of the land for a future general municipal use which has a current estimated cost to the Town of \$800,000 for demolition and site restoration?
- 3. Do you favor the sale of the Harwich Middle School Building and the land for affordable or senior housing purposes to an outside developer, for which the Town previously received an offer for \$672,000, with real estate taxes estimated at \$20,000 to 30,000 per year?
- 4. Do you favor the retention of the Harwich Middle School Building, to be leased or sold as is for the purpose of a self-sustaining private organization cultural and/or community center, or educational use?

**Option 1 Explanation/Comments:** 25,840 square feet within the older section of the Middle School would be renovated for use as Town Hall at approximately \$250 per square foot for a total of \$6,460,000. This would allow for fuller renovation of HVAC, roof, windows, etc. 50,160 square feet associated with the gymnasium, auditorium, cafeteria and other spaces would be renovated for approximately \$100 a square foot for a total of \$5,016,000. This would provide minimal renovations to include window replacement, but no HVAC. The total for renovations is estimated at \$11,476,000. The annual building maintenance costs of the Middle School have been estimated at \$250,000 per year based on the prior use(s) of the building. This contemplates the sale or lease of the current Town Hall and Albro House properties, including related parking. Assuming these properties sold for \$1,200,000 (Town Hall) and \$300,000 (Albro House) for a total of \$1,500,000, the net capital cost would be \$9,976,000. As a 20-year debt exclusion in the first year this would have a \$59.67 impact on a tax bill for the median priced house of \$348,700. Currently the Town is budgeting \$125,000 per year for upkeep and insurance associated with the building and grounds.

**Option 2 Explanation/Comments:** Demolition costs do not include environmental remediation of the building. The area would be loamed and seeded for a lawn area and the land would remain for future General Municipal Use. Currently the Town is budgeting \$125,000 per year for minimal upkeep and insurance for the building and grounds.

**Option 3 Explanation/Comments:** Two separate Middle School Committees reviewed proposals for the Middle School that focused on affordable or senior housing. The Stratford Capital Group submitted the sole response to a formal RFP issued by the first committee for 56 housing units of affordable workforce housing at a total purchase price of \$672,000. This proposal was not accepted, in part, due to location of several new buildings beyond the footprint of the existing school. The second Middle School Committee subsequently placed limits both on the number of potential housing units and where they could be built. The Wise Living Company responded with a proposal to build 40 units of senior housing with 25% designated as affordable to be built entirely within the existing footprint of the Middle School.

*Since this was an informal proposal, no purchase price was stated. This second proposal is the best current example of affordable or senior housing if the town chooses to go forward with a housing option.*

***Option 4 Explanation/Comment:*** *If the building and land were to be leased for the purposes of a private not-for-profit cultural and/or community center use which could include programs in such fields as photography, the visual arts in multimedia, choreography, the culinary arts, creative writing, lectures, stage productions, design and decorating, dance, recording, song writing, poetry, jewelry making, pottery, sculpture, music, arts and crafts, comedy nights, talent shows, fund raising events, and film production, for all ages and for all hours of the day, including after school and summer programs. It could also be used for educational purposes. The building would be leased as is and the lessee would responsible for all operating expenses. In addition, routine maintenance of the buildings and grounds would be the responsibility of the lessee. Any and all modification would require Board of Selectmen approval with all costs borne by the lessee. To support future major maintenance the lessee would contribute up to \$50,000 per year to a reserve fund for major maintenance, depending on the lease agreement.*

**OFFICE OF THE TOWN ADMINISTRATOR**

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**Christopher Clark**, *Town Administrator*

**Charleen Greenhalgh**, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

To: Board of Selectmen

From: Christopher Clark, Town Administrator

Re: Two-Year Contract Extension - Town Administrator

Date: May 11, 2016

Based upon a prior Board of Selectmen vote, Kopelman and Paige has prepared the following contract document that simply updates the dates to cover an additional two years with all other terms and conditions remaining the same.

My original request, was for three adjustments to be made including a three-year extension along with an recognition for my overall length of service vacation time the adjusted from 20 days to 25 days consistent with our existing schedules and for my deferred compensation to be increased from the current level of \$2,000 up to \$2,500.

**EMPLOYMENT AGREEMENT  
BETWEEN  
CHRISTOPHER CLARK  
AND THE TOWN OF HARWICH**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, and in accordance with Chapter 18 of the Acts of 2006, an Act Establishing a Board of Selectmen-Town Administrator Form of Government in the Town of Harwich (Special Act), made and entered into this \_\_\_\_ day of May 2016, by and between the Town of Harwich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through the Board of Selectmen, hereinafter called the "Board", and Christopher Clark hereinafter called "Town Administrator".

In consideration of the promises herein contained, the parties mutually agree as follows:

**1. Employment:**

The Board hereby employs Christopher Clark as Town Administrator of the Town of Harwich and the Town Administrator hereby accepts such employment. The term of this Agreement shall be from July 1, 2016 through June 30, 2018. The Town Administrator agrees to continue employment with the Town until June 30, 2018, to remain in the exclusive employ of the Town and not to become employed by any other employer or engage in other business activity until the end of such employment term, unless termination or resignation is effected as provided in section 14 below. At least three (3) months prior to the expiration of the agreement, the Town Administrator shall notify the Board in writing of the pending expiration of this Agreement. Should the Town fail to notify the Town Administrator that the agreement will not be extended within three (3) months of the expiration of the Agreement, said Agreement shall continue in full force and effect for a single one (1) year term subject to any provisions of this Agreement which may be renegotiated by mutual consent of the parties.

**2. Salary:**

The Town agrees to compensate the Town Administrator starting July 1, 2016 at the annual rate of \$159,181.00. The parties agree that the salary stated above is the first year annual salary to be paid in installments throughout the year in the same manner as all other town employees. Subsequent increases will be considered by the Board based on annual performance appraisals, no less than once per year. See section 11. The Town Administrator is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay. The Town agrees that it shall not, at any time during the term of this contract reduce the salary, compensation or other benefits of the Administrator, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town of Harwich.

A 2% COLA for year FY18 of the contract term will be granted dependent on the Town Administrator receiving a satisfactory review/performance evaluation from the Board of Selectmen and the availability of colas for the Harwich Department heads during that particular year.

Two thousand dollars per contract fiscal year will be deposited into the Town Administrator's 457 retirement account at the end of each fiscal year covered by this contract

**3. Leave Policy:**

The Town Administrator shall be granted 20 days of vacation leave without loss of pay on an annual fiscal year basis. Vacation may be carried over to subsequent years only with the pre-approval of the Board due to very significant conditions. Vacation will be scheduled and approved by the Chairman of the Board as much in advance as possible. On termination by either party of service with the Town, the Town Administrator would be entitled to receive payment at his current wage scale for any unused vacation time but the clear goal is for the time to be used and not carried over.

The Town Administrator will be entitled to 3 days of absence from duty without loss of pay for personal business per fiscal year.

The Town Administrator shall be granted leave by the Chairman of the Board without loss of pay (Bereavement Leave) in the event of a death of his immediate family or certain relative(s). Such leave shall not be more than 5 calendar days for immediate family commencing with the notification of the death. The term(s) "immediate family" or "relatives" shall mean and include the following: Parents, Parents-in-law, Brother/Sister, Spouse, Children, Grandparents, and Grandchildren. Such leave shall not be more than 3 calendar days for Brothers/Sisters-in-law commencing with the notification of the death.

Sick leave shall be earned at the rate of 1 1/4 days per month. Accumulation of unused sick leave shall be limited to 200 days. Once all sick leave has been used, the Town Administrator will be required to use his vacation time or request an unpaid family medical leave if additional time is required, subject to the FMLA.

The Town Administrator will be entitled to the following paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Court leave of absence shall be granted to the Town Administrator as follows:

(1) If the Town Administrator is called upon to serve on a jury, the Town Administrator shall be paid the difference between any fees received while serving on the jury and his regular rate of pay.

(2) If the Town Administrator is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, he shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

If the Town Administrator is unable to work as a result of any injury arising out of and in the course of his employment, he shall receive compensation in accordance with Chapter 152 of the General Laws (Workmen's Compensation Act). If the Town Administrator is on injury compensation, he may not do part-time or full-time work for another employer during that period.

4. Disability, Health and Life Insurance:

The Board agrees to provide the Town Administrator with the same group health and life insurance benefits available to the other non-union municipal employees in conformity with the provisions of Massachusetts General Laws, Chapter 32B. Further, up to \$1000.00 per fiscal year will be available to reimburse the Town Administrator for life or disability insurance purchased by him during the applicable fiscal year.

5. Retirement Benefits:

The Town Administrator will be eligible to participate in the Barnstable County Retirement System.

6. Professional Affiliations:

The Town agrees, subject to the Board's prior approval, to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, seminars and conferences that are necessary for his professional development.

The Town shall pay for the Town Administrator's registration fee(s) travel and subsistence expenses to and from the Massachusetts Municipal Association Annual Conference, the ICMA conference and the Massachusetts Municipal Managers' Association periodic conferences. If any of the above requires out-of-state travel, prior approval of the Board of Selectmen will be needed.

7. Use of Vehicle:

A total of \$400.00 per month for the entire contract term will be granted to allow the Town Administrator to offset all automotive costs including, but not limited to, his lease of a car of his choice, maintenance, operating expenses and insurance. This would allow use of the car for both personal and Town purposes.

8. Moving Expenses

The Town Administrator will be reimbursed for his moving expenses up to a maximum of \$5,000. It is understood and agreed that said reimbursement is limited to the actual and direct costs associated with the physical moving of the Town Administrator's personal belongings, such as the hiring of movers and/or the renting of moving equipment, and does not include any indirect costs or expenses he may incur in connection with any relocation.

9. Hours of Work:

The Town Administrator shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position and manage the affairs of the Town of Harwich and the employees under his supervision, which may include evening and/or weekend hours. It is understood that it is necessary for the Town Administrator to maintain office hours consistent with Town Hall, although the Town Administrator as an exempt employee under the FLSA may not necessarily be at the Town Hall during all of those hours.

The Town Administrator will be available to the Town at all times of the day through the entire year, except during periods of illness or approved vacation or other leave, and shall provide the Town with efficient means of communication and contact when he is either off duty or out-of-town for any and all reasons.

The Town shall reimburse the Town Administrator at the rate of \$25 per month for his use of his personal cell phone for Town use.

10. Duties:

The Board hereby agrees to employ the Town Administrator to perform the functions and duties specified in the Town Charter and General Laws as well as other legally permissible and proper duties and functions as the Board shall from time to time assign. It is acknowledged that the Town Administrator position is the Chief Administrative Officer of the Town.

The term "duties" shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time. Said activities are expressly allowed provided that any such activity does not raise a conflict of interest for the Town of Harwich.

11. Performance Evaluation:

The Board shall review and evaluate the Town Administrator every year during the month of April. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board.

Annually the Board and the Town Administrator shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

12. Indemnification:

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, even if said claim has been made following his termination from employment, provided that the Town Administrator acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

The Town shall reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town Administrator in his professional capacity.

This section shall survive the termination of this Agreement.

13. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage Prepaid and addressed as follows:

Town: Board of Selectmen  
Harwich Town Hall  
732 Main St.  
Harwich, MA 02645

Town Administrator: Christopher Clark  
8 Woodside Circle  
Sturbridge, MA 01566

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Services.

14. Termination:

A. In the event that the Town Administrator desires to terminate this contract before the term of his service shall have expired, he may do so by giving written notice of his intention to the Board at least thirty (30) days in advance by certified mail, return receipt requested, directed to the Chairman of the Board of Selectmen at the Harwich Town Hall.

B. Pursuant to Section 4-1-1 of the Town of Harwich Charter, the Town Administrator shall serve at the pleasure of the Board. Notwithstanding any provisions of this Agreement, the Board may remove the Town Administrator from his position at any time subject to the removal procedures identified in Sections 4-8-1 through 4-8-6 of the Town of Harwich Charter.

C. In the event the Town Administrator is terminated by the Board during the term of this Agreement, the Town agrees to provide the Town Administrator, consistent with the terms of Section 4-8-6 of the Town Charter, a

lump sum cash payment equal to sixty (60) days of annual base salary on his last day of employment with the Town. These payments shall be in addition to any other wages or benefits, such as any accrued but unused vacation time, to which the Town Administrator may be legally entitled. This provision shall survive the termination of this Agreement.

D. This agreement may be terminated or modified by the parties by mutual written agreement at any time.

15. Entire Agreement:

This contract embodies the whole agreement between the Board and the Town Administrator and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.

16. Invalidity:

If any paragraph, part of, or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

17. Counterparts:

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

18. Governing Law:

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

19. Appropriation:

All terms of this Agreement are subject to annual appropriation by Town Meeting.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this \_\_\_\_\_ day of May 2016.

**TOWN ADMINISTRATOR:**

\_\_\_\_\_  
Christopher Clark

**BOARD OF SELECTMEN:**

\_\_\_\_\_  
Peter S. Hughes, Chair

\_\_\_\_\_  
Linda A. Cebula

\_\_\_\_\_  
Jannell M. Brown

\_\_\_\_\_  
Angelo S. LaMantia

\_\_\_\_\_  
Michael D. MacAskill

**ATTESTED:**

---

Anita N. Doucette, Town Clerk  
551792, v. 3/HARW/0002

**APPROVED AS TO LEGAL FORM:**

---

Town Counsel

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

Charleen Greenhalgh, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

To: Board of Selectmen

From: Christopher Clark, Town Administrator

Re: Draft Memorandum of Understanding  
Share of Solar Revenues

Date: May 11, 2016

Please see below the draft of a Memorandum of Understanding between the Board of Selectmen and the Water Commission as it relates to the share of solar revenues.

Memorandum of Understanding  
between the Board of Selectmen and the Water Commission  
Share of Solar Revenues  
May 2016

Whereas, pursuant to the power purchase agreement between the Town of Harwich and the Cape and Vineyard Electric Coop as it relates to solar cash allocation credits based upon actual metered usage, the Board of Selectmen and the Water Commission seek an understanding as to how the cash credits will be allocated.

1. The FY 16 allocation of actual meter usage for the Water Department totaled 47% of the total town usage. It is agreed to by both parties that this 47% / 53% allocation shall be retained for five fiscal years (readjustment will occur in Fiscal Year 21). During Fiscal Year 2020, the Accounting Department shall undertake a review of the actual meter readings for Water Department meters and all other town meters and derive a percentage based upon this methodology. The implementation of the new percentage will be included in the Fiscal Year 21 budget cycle.
2. The Finance Department is responsible on a monthly basis to record the actual revenues that come in from the CVEC agreement. The Finance Department will each Fiscal Year deduct \$2,000 as part of its administrative costs to the water enterprise account for the administration of this service.
3. Both parties agree to the above understanding for operational considerations as it relates to the Power Purchase Agreement and the allocation of cash credits. This Memorandum of Understanding shall commence retroactive to July 1, 2015.

BOARD OF SELECTMEN:

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Date: \_\_\_\_\_

WATER COMMISSION:

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Date: \_\_\_\_\_

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OFFICE OF THE TOWN ADMINISTRATOR

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Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



# MEMO

To: Board of Selectmen 

From: Christopher Clark, Town Administrator

cc: Charleen Greenhalgh, Assistant Town Administrator

Re: Potential Reorganization Town Planner Position

Date: May 12, 2016

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Our current Town Planner, David Spitz, has decided to retire effective July 8, 2016. I have as part of my practice as a Chief Administrative Officer always believed it makes sense to review the position upon pending vacancy for the opportunity to improve service delivery for the community. This is just such an occasion. I do wish to thank Mr. Spitz for his dedicated service and his high level of communications. I believe that it is during his term that he has expanded the role of the Town Planning Department that has led me to some of the recommendations that are listed below. As part of my due diligence deliberations, I have had a meeting with Jim Atkinson, the current Chair of the Planning Board along with Mr. Spitz and Charleen to discuss the transition and reorganization. Mr. Atkinson, with the assistance of Mr. Spitz, did submit three options for consideration: the first to retain independent Planning Department as it exists today, second to integrate the Department more fully into a Community Development Department, and third to consider a Regional Planning Department with the town of Chatham.

I do believe that the resources we currently dedicate for a Town Planner should be reconfigured to take into account that the actual duties currently consist of support to the Planning Board, planning support for zoning changes, regulatory reviews, Comprehensive Plan support and special projects which have included working on building revitalization of town assets and submission of various grants. Upon reflection, I would like to hopefully center our discussion on two options. The **first option** would be to continue Administration efforts to centralize Community Development efforts. Currently Community Development operates in five different areas: Building, Conservation, Engineering, Health and Planning primarily. We do not have a specific Community Development Director to oversee the efforts of these departments. It has been my intent since my arrival to work towards having more centralized control and coordination of these departments. I believe that having the current Assistant Town Administrator responsibilities include Community Development Director title and specifically to take on the role of Town Planner in addition. The Assistant Town Administrator position has been recently upgraded and I would not anticipate at this time that any additional salary adjustments would be necessary; as such, current duties would have to be adjusted to allow for additional time to be dedicated to Community Development and also resources be reallocated from the current salary of the Town Planner position into a full-time Assistant Town Planner who would perform the day-to-day functions of the Department such as those listed above. A second non-benefited part-time position of a confidential clerical nature would be

filled in Administration to perform some of the human resources functions and other administrative duties of staff to free up time for the Assistant Town Administrator to provide leadership and direction in a unified fashion to the five departments. This concept would envision completing reorganization with only minimal additional resources or ideally equal resources.

The **second option** would be to essentially maintain the status quo. The opportunity should be utilized to review the current job description and be sure to include elements such as grant writing, project management and special projects that have been performed by David.

I do believe that the recommendations above do take into account some of the thoughts and options for restructuring presented by David and Jim. I have not at this point had opportunity to have discussions with my counterpart in the town of Chatham to discuss any potential for a regional solution. I think this recommendation has some merit but I am not sure if the timing is right to be able to fully implement and vet out such an option in a timely fashion.

I do believe it is critical to have a discussion in regards to the current operation and its opportunity for improvement so that we can commence recruitment for a plan above. If the decision was made immediately it would still take time to complete an updated job description, advertisement and recruitment of a professional and adequate notice the professional to make the transition. In general, recruitments take 60 to 90 days to complete if straightforward. Therefore, I would implement effective July 1, 2016 that the Assistant Town Administrator will act as the Interim Town Planner until such time as the position or reorganization is fully implemented. The interim situation will create operational stress on Administration operational capabilities.

**Options for Restructuring**

**Planning Function**

**Town of Harwich**

**Option 1 – Independent Planning Department (as exists today)**

Structure: Independent Department as exists today answering to the Town Administrator

Staff: Town Planner (Senior Planner with Planning Degree, AICP Certification and at least 10 years experience)

Assistant Planner (Planning Degree and at least 5 years experience)

No Administrative Personnel – (Planners to do the administrative work)

Serves as staff to: Planning Board

Community Preservation Committee (assume \$25,000 CPC Funds)

Affordable Housing Committee

Function: Manages Comprehensive Planning Process

Staff to Planning Board for Regulatory Process

Manages the development of other Plans (ie: Community Preservation Plan, Housing Plan, Open Space and Recreation Plans) and assures compatibility with Comprehensive Plan.

Planning Support for Zoning Changes

Support for Implementation Efforts

Maintaining and Upgrading Planning Tools

Special Project to the Extent Time allows (e.g. Middle School, West Harwich Historic District)

Advantage: Easiest to Implement. Maintains and improves Status Quo.

4/12/2016

J. Atkinson and D. Spitz

**Option 2 – Community Development Department**

Structure: Community Development Department answering to the Town Administrator

- Composed of:        Planning Department
- Building Department
- Conservation Department
- Health Department

Staff: Community Development Director/Town Planner (Senior Planner with Planning Degree, AICP Certification and at least 10 years planning and Community Development experience)

Assistant Planner (Planning Degree and at least 5 years experience)

Building, Conservation and Health Departments staffed as exists today with the heads of those departments answering to the Community Development Director.

Administrative Staff maintained by sub-departments or pooled

- Serves as staff to:    Planning Board
- Community Preservation Committee (assume \$25,000 CPC Funds)
- Zoning Board of Appeals
- Conservation Commission
- Board of Health
- Historic Commission
- Affordable Housing Committee
- Real Estate and Open Space Committee

Planning Function:

- Manages Comprehensive Planning Process
- Staff to Planning Board for Regulatory Process

Manages the development of other Plans (ie: Community Preservation Plan, Housing Plan, Open Space and Recreation Plans) and assures compatibility with Comprehensive Plan.

Planning Support for Zoning Changes

Support for Implementation Efforts

Maintaining and Upgrading Planning Tools

Special Project to the Extent Time allows (ie: Middle School, West Harwich Historic District)

Functions of Building Department, Conservation Department and Health Department would remain as they are today.

Advantage: Improved coordination between town boards and departments dealing with the physical development of the town.

### **Option 3 – Regional Planning Department with the Town of Chatham**

Structure: Needs Discussion with existing Chatham Planning Department

Staff: Senior Planner with Planning Degree, AICP Certification and at least 10 years experience to be added to Chatham Planning Department and supported by the Town of Harwich (pending additional discussions with Chatham Planning Department)

Serves as staff to: Harwich Planning Board (the Planning Boards of the two towns would have to remain independent)

Other Boards as deemed appropriate and agreed to by Chatham

Function: (to be discussed with Chatham)

Manages Comprehensive Planning Process

Staff to Planning Board for Regulatory Process

Manages the development of other Plans (ie: Community Preservation Plan, Housing Plan, Open Space and Recreation Plans) and assures compatibility with Comprehensive Plan.

Planning Support for Zoning Changes

Support for Implementation Efforts

Maintaining and Upgrading Planning Tools

Advantage: Most cost effective alternative

## Ann Steidel

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**From:** Christopher Clark  
**Sent:** Thursday, May 12, 2016 9:33 AM  
**To:** Peter Hughes; Linda Cebula; Angelo LaMantia; Michael MacAskill; Jannell Brown  
**Cc:** Ann Steidel; Sandy Robinson; Charleen Greenhalgh; 'Young, David F.'; Carole Ridley; Robert Duncanson  
**Subject:** FW: Pleasant Bay Watershed Plan  
**Attachments:** CCC Response to PBA April 2016.pdf

To all,

Last night, Selectmen MacAskill and I attended a meeting of the Pleasant Bay Watershed Alliance with the main topic being the role of the Alliance in the submission of reports to DEP. Please see below some of the email correspondence that has occurred and we have included in this week's packet materials the original letter from the Alliance to the Cape Cod Commission and the Commission's response. I believe at the meeting last night of the four towns there was an understanding that the respective Board of Selectmen's from the four towns would be (pursuant to the 208 submission) the watershed management authorities for each respective community. Therefore the responsibility compliance the CWMP would be with the Board of Selectmen and DEP/EPA with a potential role for the Cape Cod commission beyond facilitation that they have currently been performing. The Alliance is an effort by the four towns to coordinate and monitor the Pleasant Bay Watershed. The role of the Alliance in the compliance of the respective CWMP should be a supportive role. The group did determine last night that Carole Ridley will prepare a letter basically outlining the above for the individual four Towns Board of Selectmen to submit to the Cape Cod commission. I anticipate that a draft for board consideration will be following shortly. Carole also indicated last night that she would be seeking to be on the board agenda to provide an update of their activities.

Chris

Christopher Clark  
Town Administrator  
Town of Harwich  
732 Main Street  
Harwich, MA 02645  
Tel. 508.430.7513  
Fax.508.432.5039  
cclark@town.harwich.ma.us

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**From:** Erin Perry [mailto:eperry@capecodcommission.org]  
**Sent:** Friday, April 29, 2016 4:29 PM  
**To:** 'Carole Ridley' <cr@ridleyandassociates.com>  
**Cc:** 'bderuyter@brewster-ma.gov' <bderuyter@brewster-ma.gov>; 'dykens@comcast.net' <dykens@comcast.net>; 'phughes41@comcast.net' <phughes41@comcast.net>; 'd.dunford@att.net' <d.dunford@att.net>; Christopher Clark <cclark@town.harwich.ma.us>; 'membury@brewster-ma.gov' <membury@brewster-ma.gov>; Jill Goldsmith <jgoldsmith@chatham-ma.gov>; 'jkelly@town.orleans.ma.us' <jkelly@town.orleans.ma.us>; 'brian.dudley@state.ma.us' <brian.dudley@state.ma.us>; Paul Niedzwiecki <pniedzwiecki@capecodcommission.org>; Patty Daley

<pdaley@capecodcommission.org>; Kristy Senatori <ksenatori@capecodcommission.org>

**Subject:** RE: Pleasant Bay Watershed Plan

Hi Carole,

Please see the attached response from Paul Niedzwiecki to the Alliance's March 15<sup>th</sup> letter. The attachment to the letter references folders that include information provided to the Alliance to date. Those folders of information can be accessed at: [https://www.dropbox.com/sh/ps4jm9sf8i0enug/AAB4jn4yFJF9nMsA\\_l2rHwuea?dl=0](https://www.dropbox.com/sh/ps4jm9sf8i0enug/AAB4jn4yFJF9nMsA_l2rHwuea?dl=0). Please let me know if you have any trouble with the link.

Thank you,

Erin Perry  
Special Projects Coordinator  
Water Resources  
Cape Cod Commission  
508-744-1236

**From:** Carole Ridley [<mailto:cr@ridleyandassociates.com>]

**Sent:** Tuesday, March 15, 2016 1:19 PM

**To:** Paul Niedzwiecki <[pniedzwiecki@capecodcommission.org](mailto:pniedzwiecki@capecodcommission.org)>

**Cc:** Erin Perry <[eperry@capecodcommission.org](mailto:eperry@capecodcommission.org)>; Tom Cambareri <[tcambareri@capecodcommission.org](mailto:tcambareri@capecodcommission.org)>; Kristy Senatori <[ksenatori@capecodcommission.org](mailto:ksenatori@capecodcommission.org)>; Robert Duncanson <[rduncanson@chatham-ma.gov](mailto:rduncanson@chatham-ma.gov)>; George Meservey <[gmeservey@town.orleans.ma.us](mailto:gmeservey@town.orleans.ma.us)>; Heinz Proft <[hproft@town.harwich.ma.us](mailto:hproft@town.harwich.ma.us)>; Chris Miller <[cmiller@town.brewster.ma.us](mailto:cmiller@town.brewster.ma.us)>; Fran McClennen <[fran\\_mcclennen@yahoo.com](mailto:fran_mcclennen@yahoo.com)>; Chuck Bartlett <[bartlett.c@comcast.net](mailto:bartlett.c@comcast.net)>; Jane Harris <[nickharris@comcast.net](mailto:nickharris@comcast.net)>; Dorothy Howell <[dhdolly51@gmail.com](mailto:dhdolly51@gmail.com)>; Judith Bruce <[turtledock@comcast.net](mailto:turtledock@comcast.net)>; Allin Thompson <[allinthompson@comcast.net](mailto:allinthompson@comcast.net)>; Michael Giggey <[mike.giggey@wright-pierce.com](mailto:mike.giggey@wright-pierce.com)>; Brian Dudley <[brian.dudley@state.ma.us](mailto:brian.dudley@state.ma.us)>

**Subject:** Pleasant Bay Watershed Plan

Hello Paul-

The attached letter is a follow-up to the recent meetings and communications between the Commission and the Alliance regarding a watershed plan for Pleasant Bay. In the letter we lay out the steps the Alliance is taking to develop the plan in concert with our member towns, and we invite the Commission's comment on the approach. We also identify questions that we hope the Commission will be able to address.

We appreciate the Commission's on-going support, and look forward to collaborating further in the development of a watershed plan for Pleasant Bay.

Thanks,  
Carole

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COMMISSION

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April 29, 2016

Allin P. Thompson, Jr.  
Chair  
Pleasant Bay Alliance  
P.O. Box 1584  
Harwich, MA 02645

Re: Pleasant Bay Watershed Report

Dear Mr. Thompson,

I am writing in response to your March 15, 2016 letter regarding the watershed-planning efforts by your organization.

Please know that I appreciate your organization's commitment to preserving and improving the special resource that is Pleasant Bay. In particular your commitment to continued research and water quality monitoring is important to the entire region.

The Cape Cod Commission (the Commission) has been working with the Pleasant Bay Alliance (the Alliance) since April of 2015 with the intent of providing technical assistance to the group in assessing the collective efficiencies of the four existing water quality programs developed independently by your member Towns and evaluating the consistency of those plans with the Cape Cod Area Wide Water Quality Management Plan (208 Plan Update) approved by the Massachusetts Department of Environmental Protection (DEP) and the United States Environmental Protection Agency (US EPA) in 2015. The hope was this work would lead to a joint application for a watershed permit.

Since April, the Commission has attended six meetings of the Alliance and worked with the Alliance coordinator and consultant between meetings, primarily to resolve questions resulting from ongoing misdirected comparisons of Massachusetts Estuaries Project (MEP) data with the Cape Cod Commission's WatershedMVP planning tool data. The MEP conducts a scientific assessment using a linked model to determine a water body's nitrogen loading threshold. WatershedMVP is a planning tool designed and used in an iterative planning process with real-time feedback allowing communities to consider a number of possible nitrogen management scenarios that could achieve MEP thresholds.



As explained at every meeting, WatershedMVP is a dynamic tool that uses recent and relevant data to adapt wastewater plans devised years ago from a standard static data set used by the MEP scientific assessment to determine a nitrogen threshold. The data sets are different, the formula for calculating nitrogen loads are the same. The calculations are applied on a parcel-specific basis across Cape Cod. As part of the watershed team process these regional-level calculations are compared to local data sets where inconsistencies are addressed and adjustments to the model can be made as part of an iterative watershed planning process. If this process produces an adapted plan that is different from a previously adopted plan, that plan will be evaluated in a linked model analysis.

Regrettably, the year-long effort at collaboration has fallen short of any measure of success. The conversations with the Alliance have resulted in little to no progress toward the goal of developing a 208 consistent watershed scenario serving as a basis for the formulation of a watershed permit for Pleasant Bay. The reluctance to use WatershedMVP precluded the group from taking the first step in the process. Instead of comparing scenarios, the Alliance and its consultants are fixed on comparing data sets that are not intended to be comparable. As stated frequently at the above-referenced meetings the planning model is complementary to the scientific assessment. It is not a competing resource.

The 15 Barnstable County municipalities are the designated Waste Treatment Management Agencies (WMAs) and are responsible for developing watershed reports for each of the watersheds for which they are accountable. The Alliance is not a designated WMA with the requisite authority to submit a watershed plan for review. The Commission will review plans submitted by WMAs for their consistency with the 208 Plan Update. In the event that a WMA does not develop a watershed report for a given area, the Commission will issue a report that will stand as each WMA's plan for that watershed unless and until study is completed by the WMA and an alternate watershed report consistent with the 208 Plan Update is developed by the WMA.

The deadline for WMAs to submit initial traditional and non-traditional scenarios, per the certification and approval of the Cape Cod 208 Plan Update by the Governor of the Commonwealth of Massachusetts (the Commonwealth) and the US EPA is fast approaching. The Commission will be submitting an implementation report describing the actions of WMAs to date, consistent with the June 30, 2016 timeframe specified by the 208 Plan Update certification. While the technical approach proposed by the Alliance for developing a watershed plan is comprehensive, the timeframe for completing the steps identified will likely run far beyond the June 2016 deadline

The Alliance is not a substitute for a Watershed Team.

You indicate in your letter on behalf of the Towns of Brewster, Chatham, Harwich and Orleans that no watershed team will be requested to work in Pleasant Bay. The watershed team program is more than technical assistance. It is an example of a blended and participatory review that is a requirement for WMAs to access the expedited permitting process. By engaging a Watershed Team, the 208 consistency review can be developed, completed and documented prior to submission of plans for regulatory review, reducing the overall time needed for the regulatory process. Plans completed outside of this process will be reviewed as conventional

Developments of Regional Impact and reviewed for plan consistency with the 208 Plan Update. The responsibility of applying regional regulation is not assignable.

Your letter also includes a number of questions and comments, nearly all of which have been addressed in detail by Commission staff over the last year. The history attached to this letter provides a detailed accounting of the questions asked and the responses provided.

Given the number of times that many of these questions posed by the Alliance have been responded to by the Commission, I have devoted additional resources to a third party response to each of your 17 questions. The Commission has AECOM under contract to provide technical assistance to communities over the next two months and they will respond in detail.

I understand completely the sensitive history of wastewater planning efforts in many of your member communities. I know the thought of revisiting parts of capital planning decisions that were hard fought to achieve may make proponents of existing plans uncomfortable. The existing plans may in fact be the most efficient way to achieve water quality in Pleasant Bay. The difficult process these communities have been through may justify flexibility in the regulatory process and access to new financial resources offered by the 208 Plan Update. But we have been unable to make those determinations because of the Alliance's resistance to begin the process.

The Commission remains a resource to the Alliance going forward. Regrettably, we have prioritized resources in other watersheds given the daunting task of working with 15 towns to meet the June 30, 2016 deadline.

If you have any questions regarding this letter or the history of the Commission's work with the Alliance please feel free to contact me at 508-362-3828.

Sincerely,



Paul Niedzwiecki  
Executive Director

Cc:

Boards of Selectmen of Brewster, Chatham, Harwich, Orleans  
Christopher Clark, Harwich Town Administrator  
Michael Embury, Brewster Town Administrator  
Jill Goldsmith, Chatham Town Manager  
John Kelly, Orleans Town Administrator  
Brian Dudley, MassDEP

Attachment:

Cape Cod Commission Technical Assistance Provided to Pleasant Bay Between April 2015 and April 2016

Cape Cod Commission Technical Assistance Provided to Pleasant Bay Between April 2015 and April 2016

The Commission attended six meetings of the Pleasant Bay Alliance. Below is a list of the meetings attended and a list of the staff and consultants that attended.

- April 30, 2015  
  
Paul Niedzwiecki, Executive Director  
Kristy Senatori, Deputy Director  
Scott Horsley, consultant to the Commission
  
- May 27, 2015  
  
Kristy Senatori, Deputy Director  
Erin Perry, Special Projects Coordinator  
Scott Horsley, consultant to the Commission
  
- July 29, 2015  
  
Paul Niedzwiecki, Executive Director  
Tom Cambareri, Watershed Management Director  
Phil Dascombe, Community Design Manager  
Jay Detjens, Geospatial Architect  
Scott Horsley, Consultant to the Commission
  
- September 30, 2015  
  
Paul Niedzwiecki, Executive Director  
Kristy Senatori, Deputy Director  
Erin Perry, Special Projects Coordinator  
Jay Detjens, Geospatial Architect  
Scott Horsley, Consultant to the Commission
  
- October 28, 2015  
  
Paul Niedzwiecki, Executive Director
  
- February 10, 2016  
  
Paul Niedzwiecki, Executive Director  
Kristy Senatori, Deputy Director  
Erin Perry, Special Projects Coordinator  
Jay Detjens, Geospatial Architect

At the April 30<sup>th</sup> meeting, the Commission offered to provide technical assistance to the Pleasant Bay Alliance as they worked to combine the town wide plans into a watershed-based plan to analyze the full

effect on the system as a whole. The Alliance determined it would develop a list of specific tasks and share that with the Commission to see which tasks they may have resources to assist with.

At the May 27<sup>th</sup> meeting, the Commission discussed the draft list of tasks for the *Watershed Approach to Nutrient Management of Pleasant Bay*. Four tasks were identified at the meeting, as follows:

Task 1: The Commission will list the loads for each TMDL subwatershed as generated by the MEP spreadsheet and the MVP spreadsheet, to see where there are differences.

Task 2. The Commission will also provide a document that spells out how the assumptions used in the MVP spreadsheet differ from the MEP spreadsheet assumptions.

On June 5<sup>th</sup>, via email, Commission staff provided Carole Ridley with Appendix 5a from the 208 Plan Update that describes potential differences between MEP and WatershedMVP (see June 5 2015 transmission).

Task 3. The different build out assumptions used by the towns will be compiled in a table for comparison. Work group members were asked to send Carole the assumptions used in their town's CWMP.

On June 5<sup>th</sup>, via email, Commission staff provided Carole Ridley documentation of the Cape-wide buildout and the assumptions used and indicated that Commission staff would be prepared to discuss the regional buildout at the next meeting (see June 5 2015 transmission).

Task 4. Cape Cod Commission will run the MVP spreadsheet using the MEP data for current and "town" buildout loads for each TMDL subwatershed. These loads will be compared with the outputs using the newer data, for current and "regional" buildout conditions.

The Commission was not provided with the town buildout assumptions to include in WatershedMVP and complete this analysis.

The June meeting of the Alliance was cancelled and the group met again on July 29, 2015.

The July 29<sup>th</sup> meeting agenda included a discussion with Commission staff on loads for each subembayment with a TDML. The loads were to be generated by MVP using the MEP data for current and "town" buildout loads. These loads were to be compared with the outputs using the newer data for current and "regional" buildout conditions.

As described above, the Commission did not receive the town buildout assumptions to include in this analysis, therefore the buildout comparison was not completed. However, Commission staff provided an overview of the regional buildout assumptions, which included a comparison of the regional, local comprehensive plan (LCP), and comprehensive wastewater management plan (CWMP) buildouts, where available. The analysis included a comparison of the percent increase in dwellings and commercial square footage by town.

Commission staff also provided a comparison of existing attenuated septic nitrogen loads using 2004 data and WatershedMVP methodology and using 2004 data and MEP methodology. This comparison was provided for a handful of subwatersheds and subembayments. Using Sarah's Pond as an example, staff also provided an explanation of how the methodology for selecting parcels differs between WatershedMVP and MEP (see July 29 2015 CCC presentations).

At the July 29<sup>th</sup> meeting the Pleasant Bay Alliance requested that the Commission provide the complete list of subwatersheds so they could select three for further and more detailed comparison. The detailed comparison was to include the following for each of the three subwatersheds:

1. using the MVP load calculation with the MEP parcel selection
2. doing the MEP calculation using the MVP parcel selection and comparing results in terms of load and percentage difference.

On July 31<sup>st</sup>, the Commission provided Carole Ridley with a list of subwatersheds from which they would select three for the detailed comparison described above (see July 31 1015 transmission).

On August 17<sup>th</sup>, Carole Ridley provided the Commission with the following three watersheds: Meetinghouse, Pochet and Kescayongansett.

The August meeting was cancelled and the Alliance met again on September 30<sup>th</sup>.

On September 30<sup>th</sup> the Commission provided the Pleasant Bay Alliance with a handout and brief presentation that included both the MEP and the WatershedMVP calculations, which are identical (see September 30 2015 transmission). The differences lie in the data inputs (WatershedMVP uses more recent water use data than MEP). The Commission also provided the following information for each of the three selected subwatersheds:

1. Nitrogen loads using both the MEP and WatershedMVP calculation methods with WatershedMVP water data and WatershedMVP parcel selections.
2. Nitrogen loads using both the MEP and WatershedMVP calculation methods with WatershedMVP water data and MEP parcel selections.
3. Nitrogen loads using both the MEP and WatershedMVP calculation methods with MEP water data and WatershedMVP parcel selections.
4. Nitrogen loads using both the MEP and WatershedMVP calculation methods with MEP water data and MEP parcel selections.

The results were that given the same data inputs (the water data and the parcel selections) the nitrogen loads calculated using the MEP and the WatershedMVP methods were almost identical.

As a next step the Commission offered to combine the four town plans using WatershedMVP and show the watershed loadings and resulting load reductions. The Commission also offered to prepare a table of potential allocation methods. It was agreed that this information would be presented at the December 16<sup>th</sup> meeting.

The Commission attended the October 28<sup>th</sup> meeting, but was not on the agenda to provide information.

On November 20<sup>th</sup> Mike Giggey sent the Commission a proposed format for presenting water use and nitrogen load estimates for Pleasant Bay in the combined plan analysis.

On December 4<sup>th</sup>, the Commission provided Mike with the completed spreadsheet with the following caveat/explanation (see December 4 2015 transmission):

I do want to mention a few things up front.

First, please remember that there are GWDPs in this watershed. We treat all GWDPs at 10 ppm.

Second, there are two columns not filled out. We cannot accurately fill out the number of developed parcels and land area for each subembayment. This is not necessarily because we are unable to accurately determine whether a parcel is developed or not. What we are querying is not a one to one relationship between a parcel and a subembayment. Depending on a parcel's location in a watershed, its load could enter more than one subembayment. Therefore, a parcel could get double counted (or triple or more...) if I were to query the data in your format.

On December 9<sup>th</sup>, Carole provided the Commission with a list of questions regarding the spreadsheet provided on December 4<sup>th</sup> (see below). On December 11<sup>th</sup>, the Commission provided the following responses (in red below) on the memo:

This memo is intended to summarize my initial comments on the data prepared by the Cape Cod Commission and sent to me by email on Friday, 4 Dec 2015. The data is a tabulation (by sub-embayment) of water use, wastewater flows, and nitrogen loads (septic and total watershed, both attenuated and un-attenuated).

I have not conducted a detailed review, but have instead looked at the general reasonableness of the data. My initial comments follow:

1. The total figures reported for water use, wastewater flow and nitrogen load are often not the same as the sum of the figures reported by sub-watershed. Are the numbers for The Horseshoe reported separately and also included in the Pleasant Bay subtotals? **No, we have not double counted. If the figures for The Horseshoe are not included in the Pleasant Bay figures, then the totals shown at the end of the spreadsheet are in error. It appears that formula for the total line does not include the data for The Horseshoe.**
2. Spot-checking the ratio of wastewater flow to water use, I see that 10% consumptive use is used, as expected, in many cases. However, the total wastewater flow is 87.5% of the total water use, not 90%. **We will look into this further to identify if there is an error and hope to be able to follow up with you at next week's meeting.**
3. Information on three sample sub-watersheds was presented by the Commission earlier this fall. The data contained in this current spreadsheet are the same for Meetinghouse Pond, but significantly different for Lonnie's Pond and Pochet. **The previous data provided was unattenuated nitrogen load and the numbers presented here are attenuated. (The 4 Dec 2015 spreadsheet includes both un-attenuated and attenuated data.) Meetinghouse Pond is the same, because there is no attenuation in that**

subembayment watershed. A simple comparison between the 30 Sept and 4 Dec data is as follows:

| Estimate                                 | Lonnie's Pond | Pochet |
|------------------------------------------|---------------|--------|
| Wastewater flow—30 Sept, gpd             | 7,752         | 22,471 |
| Wastewater flow—4 Dec, gpd               | 15,142        | 61,892 |
| Increase in wastewater flow, %           | 95%           | 175%   |
| Un-attenuated septic load—30 Sept, kg/yr | 281           | 815    |
| Un-attenuated septic load—4 Dec, kg/yr   | 551           | 2244   |
| Increase in septic load, %               | 95%           | 175%   |

4. It appears that the concentration used in computing septic loads is many cases 26.25 mg/l, as expected. However, the Pleasant-Bay-wide septic load implies a lower concentration has been used in some cases. This is because some parcels in this watershed are sewered and therefore treated to a different level. As stated above, we treat all GWDPs at 10ppm. It would be helpful if actual GWDP performance was used, but we understand the Commission's Cape-wide approach. Nonetheless, "septic loads" come from septic systems, not from GWDPs, which are considered "other watershed loads". Since the TMDLs stipulate septic nitrogen removals, the same approach to accounting should be used here.
5. I spot-checked the septic loads reported for some sub-watersheds against the similar figures reported in the TMDL report. I found only a few sub-watersheds where the Commission's data are within 10% of the TMDL figures. The load for Quanset Pond is reported to be only 75% of the TMDL figure. For Round Pond, the Commission's figure is 56% higher than the TMDL number. Watershed-wide, the Commission's attenuated septic load is 19% higher than the TMDL, implying that the septic removal requirement is 37% higher for the same threshold load. In light of the Watershed Work Group's expectation that the variances should be less than 10% in each sub-watershed, these are very significant differences. The potential reasons for these variances were discussed with the Pleasant Bay Alliance over the past several months. The difference is primarily caused by changes in water use since the 2004 data used in the MEP report. As we are embracing the adaptive management approach, data is likely to change again as we obtain updated water use data in the future. With reported current water use being so dramatically different from that estimated by MEP, the concerns are only heightened over the calculation approach.
6. The non-septic watershed loads are 27% lower than the figures in the TMDL, in the aggregate. We calculate non-septic loads based on land use code. We also do not specifically call out golf courses; however, MEP used a fairly high load for golf courses. Given the number of golf courses in the watershed this could be one reason for the difference. Description of the calculation approach for non-septic watershed loads would be helpful.
7. On a town-by-town basis, the reported septic loads are 99% of the TMDL septic loads for Chatham and 93% for Orleans. The percentages for Brewster and Harwich are 58% and 175%. Yes, the water use and, therefore, septic loads have changed. The load for Harwich has increased significantly and in an initial review of our data it looks like the average water use per parcel in Harwich has increased. With reported current water use

being so dramatically different in Harwich and Brewster from that estimated by MEP, the concerns are only heightened over the calculation approach.

My review has been brief, limited to some spot-checking of individual figures and review of broad averages. Before I undertake any more detailed review, it would be wise to discuss these preliminary findings with the Commission to see if I have misunderstood any assumptions or if there have been some clerical errors. Since many of these early findings are very significant to the acceptability of current wastewater plans, it would be wise to discuss them soon, before the compilation of individual town plans and before any judgments are made about over- or under-compliance.

I hope these issues are easily and quickly resolved.

In the same December 11<sup>th</sup> transmission the Commission also provided the potential allocations table and the CWMP analysis that included each subembayment watershed, the nitrogen load, reduction required, reduction by the scenario and a scenario description (see December 11 2015 transmission).

The Commission agreed to participate in a conference call with Carole and Mike on December 14<sup>th</sup> to discuss questions they had with the December 11<sup>th</sup> submission.

In advance of the conference call, Carole sent additional questions (indicated in blue above), as well as a markup of the spreadsheet provided by the Commission on December 4<sup>th</sup>.

The Commission agreed to participate in a conference call with Carole and Mike on January 6<sup>th</sup> to continue to discuss the questions from the December 14<sup>th</sup> call.

As a follow up to the January 6<sup>th</sup> call the Commission sent the following information to Mike on January 13<sup>th</sup>:

I am writing to qualify a confusion we all had at our meeting other day. This one is concerning the GWDPs. We do include GWDP in the NLoad of a watershed. Its load is calculated in the septic load column however, it cannot be treated by any septic treatment. However, wMVP needs this number to drive to watershed's total Nitrogen target.

The Trackers used by Water to determine the amount of septic load to be removed to meet the threshold does not include the wastewater component.

If you are trying to evaluate septic loads only, our tabulated NLoad will be overstated. The newer wMVP is reporting a total load which is the septic load, stormwater load and fertilizer load. We are trying to get a handle on natural loads and golf course loads as we speak.

We do want to clarify that while comparing revised loads to the MEP thresholds, if the wMVP loads are higher than MEP, the additional amount should be targeted for ideal CWMP planning.

However, if the loads are less, then it is advised to hold the MEP removal amount until such time that monitoring, adaptive management or confirmatory modeling indicates otherwise.

Also on January 13<sup>th</sup> (see January 13 2016 transmission):

I am following up on our conversation about nitrogen loading for Pleasant Bay. The Trackers are used by Water to determine the amount of septic load to be removed to meet TMDL threshold does not include the wastewater component. The watershed TMDL "solution" arrived at through the Tracker is then implemented by defining the collection footprints in w/MVP. You indicated that you have not used the Trackers so I have attached the Tracker for Pleasant Bay. I can give you a tutorial on its use if you wish.

Be advised that the loads used on the Trackers from 2012(attached) have not been updated with the w/MVP-NT loads which were tabulated for you.

Also I would also clarify that then comparing revised loads to the MEP thresholds, if the more recent watershed loads are higher than the MEP load, then, yes the additional amount should be targeted for ideal CWMP planning, however, if the loads are less, then it is advised to hold the MEP removal amount, based upon its priority within a CWMP/TWMP solution, or until such time that monitoring, adaptive management or confirmatory modeling indicates otherwise.

And on January 14<sup>th</sup>:

wMVP parcel centroids have stormwater and fertilizer loads already imbedded on them. These loads are determined by the landuse code of the parcel. They are separated into Residential and Nonresidential. The formulas that we used are based on this document that is available from the Cape Cod Commission and was also used as the basis of the MEP methodology: <http://www.capecodcommission.org/resources/regulatory/NitrogenLoadTechbulletin.pdf>. The applicable formulas can be found on pages 16-17.

Residential parcels in wMVP are parcels that are coded with a Landuse Code in the 100s. Once those parcels have been selected the applicable formulas are applied and converted to kg/yr.

- wMVP uses the same 2000 sq.ft. structure as listed in the Impervious Surface section on page 17. 387.9 mg/d was converted to 0.14 kg/yr.
- wMVP uses the same 500 sq.ft. driveway as listed in the Impervious Surface section on page 17. 194.0 mg/d was converted to 0.07 kg/yr.
- wMVP also uses a street frontage calculation that was created from a GIS exercise. This analysis identified parcels as having frontage on a road. The length of the frontage is calculated from the parcels geometry and the width of the road is calculated from the road coverage. We apply this frontage sq.ft. to the same formula as the driveway to determine a frontage Impervious Surface. These rates will vary depending on parcel.
- wMVP uses the same 5000 sq.ft. lawn as listed in the Lawn Section on page 17. We assume 1.08 lbs/1,000 sf/yr application with a 20% leaching factor. This leads to 0.49 kg/yr.

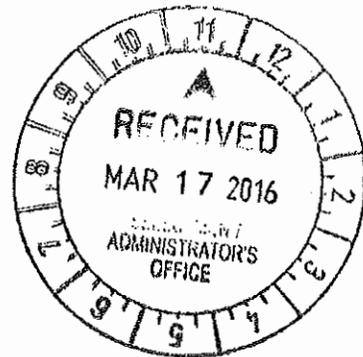
- Nonresidential parcels in wMVP are parcels that are coded with a Landuse code in the 300s and 400s. Once those parcels have been selected the applicable formulas are applied and converted to kg/yr.
- wMVP uses the same 15000 sq.ft. structure as listed in the Impervious Surface section on page 16. 2909.6 mg/d was converted to 1.062 kg/yr.
- wMVP uses the same 30000 sq.ft. driveway/parking lot as listed in the Impervious Surface section on page 16. 11638.4 mg/d was converted to 4.248 kg/yr.
- wMVP also uses a street frontage calculation that was mentioned above.
- wMVP uses the same 10000 sq.ft. lawn as listed in the Lawn Section on page 16. We assume 1.08 lbs/1,000 sf/yr application with a 20% leaching factor. This leads to 0.98 kg/yr.

On January 27<sup>th</sup> the Commission requested a meeting with Mike and Carole to review material to be presented at the February 10<sup>th</sup> Pleasant Bay Alliance meeting. We agreed to meet on February 9<sup>th</sup>.

Prior to the meeting on February 9<sup>th</sup> the Commission provided Mike and Carole with the same potential allocations table and CWMP analysis from December, with the exception that the CWMP analysis was updated to reflect a better understanding of the proposed plan for Orleans. The Commission also provided a spreadsheet showing the combined town plans and reduction achieved (see February 9 2016 transmission).

At the February 10<sup>th</sup> meeting the Commission provided an overview of the scale at which watershed permits, 208 consistency review, and Capital Developments of Regional Impact apply, as well as an overview of the principles for nitrogen allocation that identify towns responsibility. In addition, the Commission provided the combined CWMP analysis and the potential allocations table to the group and a map that illustrates the four town plans combined in Pleasant Bay (see February 10 2016 CCC presentation).

At that time the group decided to consider their options at their next scheduled meeting on February 24<sup>th</sup> and develop a list of any further questions they may have of the Commission, which were delivered along with the letter on March 15<sup>th</sup>.



Mr. Paul Niedzwiecki  
Executive Director  
Cape Cod Commission  
3225 Main Street  
PO Box 226  
Barnstable, MA 02630

March 15, 2016

Re: Pleasant Bay Watershed Report

Dear Mr. Niedzwiecki:

Over the past several months the Pleasant Bay Alliance (Alliance) and Cape Cod Commission (Commission) have exchanged information and analysis related to nutrient loading and management in the Pleasant Bay Watershed. Through this exchange, the need has emerged to clarify the technical approach and respective roles the Alliance, its member towns/Waste Management Agencies (WMAs) and the Commission will play in the development of a Pleasant Bay watershed plan that meets regulatory nutrient thresholds and is consistent with the 208 Plan Update.

Among watersheds on Cape Cod that are shared by multiple towns, Pleasant Bay is arguably furthest along in assessing the extent of nutrient enrichment and in developing comprehensive nutrient management plans to achieve nutrient thresholds set forth as Total Maximum Daily Loads (TMDLs). Since the Massachusetts Estuaries Project (MEP) Technical Report was issued in 2006, Chatham has completed its Comprehensive Wastewater Management Plan (CWMP) and begun implementation outside of the Pleasant Bay Watershed; Orleans also has an approved CWMP and is undertaking a community process to further explore implementation options; Harwich and Brewster have completed draft nutrient management plans that are at various stages of regulatory and community review and implementation.

The purpose of this letter is to set forth steps being undertaken by the Alliance and its member towns to develop a Pleasant Bay watershed plan that combines and enhances the extensive modeling and engineering work already completed. This letter identifies the ongoing collaboration with the Commission needed to assist the Alliance and member towns in accomplishing this task. This letter also states our understanding of the steps our member towns must take to meet requirements of the 208 Plan Update.

Accordingly, this letter provides the following information:

1. Background on the Alliance's Role in Watershed Planning
2. Assignment of WMA's and Watershed Team for Pleasant Bay
3. Technical Approach to Developing the Pleasant Bay Watershed Plan
4. Request for Collaboration
5. Regulatory Compliance and Reporting
6. Next Steps

1. Background on the Alliance's Role in Watershed Planning

The Pleasant Bay Alliance is formed by an inter-municipal agreement among the Towns of Orleans, Chatham, Harwich and Brewster. The Alliance is charged with developing and implementing a coordinated resource management plan for the Pleasant Bay Area of Critical Environmental Concern (ACEC) and the Pleasant Bay watershed. The resource management plan is updated every five years, and each update is adopted by Town Meetings in the four Alliance towns, and approved by the Secretary of Energy and Environmental Affairs. The Alliance is governed by a Steering Committee whose members are appointed by their respective Board of Selectmen. The Steering Committee receives assistance from a Technical Resource Committee whose members also are Selectmen-appointed.

The current *Pleasant Bay Resource Management Plan Update (2013)* directs the Alliance to implement the following recommendations concerning watershed-based nutrient management:

- 5.5.1 Continue to support comprehensive nutrient management planning;
- 5.5.2 Continue to promote watershed-based collaboration to achieve TMDLs, including coordinated planning, exploration of model scenarios, exploration of strategies to equitably allocate cost and responsibility, and serving as a communications link on key implementation issues;
- 5.5.3 Continue to support regional solutions to achieving TMDLs in the Pleasant Bay Watershed;
- 5.5.4 Continue to build and support public awareness of the need for nitrogen management strategies and adherence to TMDLs;
- 5.5.5 Periodically update system-wide models of hydrodynamics and water quality;
- 5.5.6 Monitor, evaluate and, as appropriate, implement non-structural nutrient management strategies and technologies.

To meet this charge, the Alliance Watershed Work Group (WWG) consisting of the Technical Resource Committee members who are responsible for nutrient management in their respective community, and members of the Alliance Steering Committee has been meeting regularly. Officials from MassDEP and the Cape Cod Commission are regular WWG participants, as are the municipalities' consultants in wastewater planning. In 2015 the Alliance hired Wright-Pierce to provide technical engineering assistance to the Alliance WWG in the development of a watershed plan.

2. Pleasant Bay WMA's and Watershed Team

The 208 Plan Update establishes Cape Cod towns as WMAs. Recognizing that some WMA's may require technical support, the Commission offers to make this support available through the appointment of a Watershed Team.

For the Pleasant Bay watershed, the Alliance's four member towns—Chatham, Orleans, Harwich and Brewster— are WMA's. The WWG serves the purpose of a Watershed Team, providing technical support and a forum for coordinated planning and scenario development. Furthermore, several of the Commission's regional planning functions in developing watershed plans (Cape Cod Commission letter to K. Moraff, 8/25/15) have been or are already in the process of being addressed by the Alliance WWG and its member towns/WMA's including:

- A. Assignment of nitrogen loading responsibility;
- B. Identification of applicable technologies and strategies for targeted Watershed Management Plans;
- C. Maintaining and updating land use and water quality databases;
- D. Developing Targeted Watershed Management Plans; and
- E. Receiving and managing financial resources necessary for water quality projects consistent with the 208 plan update.

The product of tasks A through E will be incorporated in a Pleasant Bay watershed plan developed by the Alliance and its member towns/WMAs. Following review and authorization by each Town's Board of Selectmen, the plan will be submitted to the Cape Cod Commission and MassDEP for consistency with the 208 Plan Update and for watershed-based permitting. Given the high degree of collaboration among the WMA's, Commission and MassDEP, it is assumed that the plan will have the same opportunities for expedited Commission review and for access to alternative funding sources as would plans developed by a Cape Cod Commission Watershed Team. While we do not intend to request a Cape Cod Commission Watershed Team, our WWG and consultants provide an established, well-qualified alternative.

### 3. Technical Approach to Developing a Watershed Plan

The four towns have made significant progress in developing plans that, on a watershed basis, combine traditional wastewater treatment and a variety of non-traditional approaches that include inlet widening, fertilizer management, shellfish aquaculture, PRB's, and stormwater management. Where the watershed plan already consists of hybrid measures, it is clear that generating "book end" scenarios to test wholly traditional and non-traditional approaches would consume significant time and resources and does not fit our circumstances. Alternately, the Alliance and member WMA's propose to blend our on-going work with some of the Commission's tools and data, as follows:

- A. Update watershed loads using the Commission's database, after resolution of questions and issues raised to date; see Section 4.
- B. Revise nitrogen removal targets based on updated watershed loads and published MEP thresholds, after identification of the most appropriate way to reconcile revised targets with documented water quality impairment.
- C. Compare revised removal targets with town plans, based on the town consultants' predictions of the nitrogen removal capabilities of the town-selected technologies.

- D. Identify ways to fine-tune the towns' plans to eliminate overlaps and gaps and to potentially reduce costs.
- E. Obtain town concurrence in those optimization steps.
- F. Conduct confirmatory MEP model run(s).
- G. Following review and authorization by Boards of Selectmen, submit current town plans to the Commission along with a report describing the process of developing the composite plan and the results of the optimization effort. Fine-tuning of each plan suggested by the Alliance would be addressed by each town as they move forward with implementation.

The Commission's feedback on this proposed approach will be appreciated.

#### 4. Request for Collaboration

The Alliance is attempting to reconcile data from the MEP, TMDL report, town plans and Commission to ensure consistency and comprehensiveness of nutrient loading, load allocation, and removal calculations that go into the development of a watershed plan. We believe there may be significant value to incorporate data available through the Commission. However, as noted in previous communications, there are potential differences in several key methods and assumptions that need clarification in order to assess whether incorporating the Commission's data is workable. These issues include differences in attenuation factors, differing treatment of golf courses and cranberry bogs, and the use of regional factors for water use in lieu of town-generated data. We also believe that the Commission's preference for using the mass balance approach to adjusting nitrogen reductions based on new loading calculations deserves more discussion and evaluation. Attached to this letter is a list of questions to which we request written responses from the Commission, to enable us to assess our ability to incorporate the data and resources available from the Commission into the development of a Pleasant Bay watershed plan.

#### 5. Regulatory Compliance and Reporting

In accordance with the approved 208 Plan Update, WMA's have until June 2016 to develop "watershed reports" that outline potential scenarios for the watershed for which they are responsible.

The Alliance, with authorization from its member towns/WMA's, will provide the Commission with a watershed report that outlines the traditional, non-traditional and hybrid approaches that will be used to achieve TMDLs in all 19 subwatersheds in Pleasant Bay. Section 3 of this letter addresses the technical approach to developing the scenarios in the context of a watershed plan.

As the watershed plan is more fully developed and subsequently implemented, the Alliance also will provide periodic status reports to the Commission and MassDEP.

The Alliance intends to work with MassDEP and the Commission to develop a framework for a watershed permit for Pleasant Bay that identifies tasks, permit holders, enforcement mechanisms, monitoring and reporting requirements and other terms and conditions, including:

- Financial incentives available to towns for obtaining a watershed permit, such as access to lower cost funds
- Protection against action/inaction by other watershed towns that could increase a nitrogen removal burden on a town
- Potential for streamlined permitting
- Structure of permit and compliance requirements

The Alliance is also interested in learning more about the Commission's Capital DRI and Development Agreement options as those regulatory tools are more fully developed and described, to assess their applicability and potential benefit to a Pleasant Bay watershed plan. Please provide us with an update on your schedule for initiating the Capital DRI and development agreement concepts.

#### 6. Next Steps

The Alliance is fully prepared to complete the work outlined above and provide the Commission with a Watershed Report by June 30, 2016. Toward that end, we proposed the following next steps to be completed by March 30th:

1. Obtain your feedback on the technical approach outlined in section 3 above.
2. Obtain responses to questions and comments identified in section 4 above.
3. The Alliance will continue to analyze town plans as described in section 3 above.

At the March 30th WWG meeting, the Alliance will finalize the technical approach incorporating the additional information provided by the Commission and will proceed with completion of the analysis and report. Therefore, we respectfully request a response to this letter prior to March 30th.

Thank you for your consideration of this information. We look forward to the Commission's response.

Sincerely,



Allin P. Thompson, Jr.  
Chair

Cc:

Boards of Selectmen of Brewster, Chatham, Harwich, Orleans  
Christopher Clark, Harwich Town Administrator  
Michael Embury, Brewster Town Administrator  
Jill Goldsmith, Chatham Town Manager  
John Kelly, Orleans Town Administrator  
Brian Dudley, MassDEP

Attachment:

Outstanding questions for Cape Cod Commission

## QUESTIONS AND COMMENTS

1. The data on attenuated loads in Appendix 8C of the 208 Update match the information provided later by the Commission, except for the attenuated watershed load reported for the Pleasant Bay sub-embayment. Why has the watershed load changed for that sub-embayment?
2. The comparison of protocols for the MEP and the MVP in Appendix 5A of the 208 Update addresses water use differences and location of parcels within a sub-watershed. It does not mention golf course or cranberry bog fertilization as items that are included in the MEP analysis, but excluded in the MVP tools. It does not discuss how Commission tools apply attenuation factors and track nitrogen from the source to the embayment. The appendix should be updated so that users can better assess the Commission's approach.
3. Appendix 5A refers to "unmatched parcels" where a water account could not be linked to an assessor's parcel. The number of unmatched parcels would seem to be a good indicator of the degree to which a town's water use data are fully reflected in the Commission's watershed load estimates. What percentage of parcels in each town was unmatched? What is the associated percentage of total water use that is unmatched?
4. In PBA Watershed Work Group meetings in 2015, Commission staff commented that its water use estimates, Cape-wide, are lower than those reported by MEP. Based on the septic loads reported by the Commission, the reverse seems to be true; the aggregate septic load from the Commission is 10% higher than the MEP data. Have the data changed since those early meetings?
5. In the data table sent to us by the Commission on 4 Dec 2015 there was confusion over whether Tar Kiln Stream data are included in the Pleasant Bay figures. It was determined that the Commission's tabulation had a summing error and that the data on Tar Kiln water use, wastewater flows and nitrogen loads are not included in the data for the Pleasant Bay sub-embayment. This is an important issue that should be confirmed.
6. Commission data show an overall 6% attenuation rate for controllable loads, compared with MEP data which indicate 11% attenuation overall. Why the difference? We have used the 2010 updated data for Harwich-impacted embayments which includes revised attenuation in the Muddy Creek watershed. Does the Commission database include that updated attenuation?
7. The 4 Dec 2015 data submitted by the Commission allows the computation of wastewater flows attributable to each town. The percentage distribution of that 4 Dec 2015 data by town differs from the per-town allocation shown later in the Potential Allocations sheet. Has the Commission changed its estimates of flows since early December?

8. Watershed loads can be segmented into two pieces: septic loads and non-septic loads (fertilizer, stormwater, etc.). The Commission-estimated non-septic loads are significantly less than those from MEP. Due to the acknowledged omission of golf course fertilizer loads by the Commission, we have amended the Commission's estimates to include our own calculations for the four golf courses in the watershed. Are there other reasons why the Commission's estimates of non-septic loads should be different from those of the MEP? The Commission has data on golf course fertilization practices; is the MVP being updated to include that information? If so, when is that update expected to be complete?
9. The reported wastewater flows (4 Dec 2015 submittal) are precisely 90% of the reported water use figures for Brewster, Harwich and Orleans, but less than 90% of the water use reported for Chatham. What is the cause?
10. The Commission's Potential Allocation sheet lists the per-lot averages of wastewater flow and nitrogen load for each town. Septic loads computed from per-lot wastewater flows are 4.1 to 5.8 kg/yr. These computed figures for septic loads exceed the stated total loads per lot (3.0 to 5.7 kg/yr), implying negative fertilizer and stormwater loads. Are these reported data accurate and consistent?
11. The Potential Allocation sheet attributes attenuated nitrogen loads to each of the four towns, and it is our understanding that those figures do not include golf course fertilization. With Wright-Pierce estimates of golf course fertilization, Brewster's share of responsibility goes from 7.3% to 12.0%, a significant change if responsibility for mitigation is to be proportional to current attenuated load.
12. The Potential Allocation sheet lists the percentage of properties that are second homes. Are these data specific to the Pleasant Bay watershed, or are they town-wide? The second home data indicates substantially more year-round use in Brewster than in Harwich. Based on our experience with many Cape and Island communities, we believe that Brewster might have a higher flow per home, other things being equal, based on longer average occupancy during the year. The reported data on wastewater flow per home indicate the opposite; 28% higher in Harwich than Brewster. Can this apparent discrepancy be explained? Do commercial flows make up the difference?
13. The Potential Allocation sheet shows the Orleans wastewater flow per home to be 113 gpd. This is 11% lower than the average that can be computed from CWMP data (128 gpd). The CWMP work found that more recent water use is consistent with MEP estimates. However, the wastewater flow reported by the Commission on 4 Dec 2015 is 2% higher than used in the CWMP. Is this discrepancy perhaps related to different house counts? The number of developed properties should be reported by the Commission to help reconcile this and other differences.

14. The MEP report used 148 gpd as the average single-family water use in the overall watershed. This translates to 133 gpd in wastewater flow. From the Potential Allocation sheet, the un-weighted average of the four town estimates of flow per lot is 132 gpd, or about 1% less than the MEP figures. However, the septic load reported by the Commission is 10% higher than the MEP-reported septic load. Why isn't there more consistency?
15. In the several submittals we have received from the Commission, the watershed load for Meetinghouse Pond has been reported at either 2,091 or 2,901 kg/yr. The Commission should confirm our understanding that it is the smaller number that is correct.
16. The Commission's nitrogen removal requirements are based on the "mass loading approach", not the "percent removal approach". This is an important issue that warrants a response from the Commission on the advantages and disadvantages of both approaches. Chatham Harbor and Bassing Harbor are shown by the Commission to have a nitrogen removal need, even though the MEP assessment indicates that those systems are not impaired. Conversely, Lonnie's Pond is shown by the Commission to have no removal need, even though MEP determined this sub-embayment to be impaired. The Commission has stated that the mass loading approach has been dictated by the EPA and DEP reviewers of the 208 Update. We would like to see the EPA/DEP stance in writing, in case the Alliance should choose to use the percentage removal basis for determining load removal needs.
17. It is our understanding that the Commission has independently estimated attenuation using an Excel-based "tracker spreadsheet" that follow nitrogen loads from the source to the ultimate receptor. It appears that the Commission has allocated loads to sub-watersheds, in a way that is different from MEP. If so, the different approach should be explained in Appendix 5A of the 208 Update.