

SELECTMEN’S MEETING AGENDA*

*Griffin Room, Town Hall
732 Main Street, Harwich, MA
Regular Meeting 6:30 P.M.
Monday, March 27, 2017*

REVISED

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENT/ANNOUNCEMENTS

V. CONSENT AGENDA

A. Approve Minutes

1. March 6, 2017 Regular Meeting
2. March 6, 2017 Executive Session
3. March 13, 2017 Regular Meeting

B. Approve Employment Contract for Chief of Police

C. Approve application by Harwich Cranberry Festival for Beach Day event on September 9, 2017 at Red River Beach

D. Approve 2017 Seasonal General License Renewals as recommended

E. Approve recommendation for Committee appointments

<u>Appointee:</u>	<u>Committee:</u>	<u>Expiration:</u>
Robert Aron	Council on Aging – 2 vacancies for 3-year terms	2019
Andrew Docken	Bikeways Committee – 1 vacancy for a 3-year term	2019
Paula McGuire	Conservation Commission – 1 vacancy with an unexpired term to 2017	2017
	Youth Services Committee - 1 vacancy with an unexpired term to 2017	2017

VI. PUBLIC HEARINGS/PRESENTATIONS (Not earlier than 6:30 P.M.)

A. **Public Hearing** – Application for transfer and change of location for the Annual, Package Store, All Alcoholic Beverages License from William R. Coffin & Sons, Inc. dba Plum’s Package Store, 326 Route 28, Harwich Port, John W. Coffin – Manager to ATJX, Inc. dba Moonshine Liquors, 4 Great Western Road, Unit #1, Harwich, Alexander Christos Jamoulis – Manager

B. **Public Hearing** – Proposed Sewer Regulations

C. **Public Hearing** – Chatham/Harwich Inter-Municipal Agreement relative to Wastewater

VII. OLD BUSINESS

A. Chatham/Harwich Inter-Municipal Agreement – *discussion and possible vote*

VIII. NEW BUSINESS

A. Annual Town Meeting Warrant Article review and possible vote:

1. Article 5 – MRSD Budget (Capital Portion)
2. Article 13 - Enact a Sewer Use General By-Law Sewer By-Law
3. Article 20 - Fund the Saquatucket Harbor Landside Renovations Project
4. Article 21 - Purchase and Equip DPW Vehicles

B. Withdrawal of petition article “Refrain from Enforcing Federal Immigration Laws”

C. Rescind vote to include, accept and adopt in the ATM warrant “Memorial Tree and Landscaping Fund for Cemetery” article

D. Annual Town Meeting Warrant – *vote to approve and sign*

E. Annual Election Ballot – *vote to approve and sign*

F. One Liners Update

IX. TOWN ADMINISTRATOR’S REPORT

A. Letter of Support to DEP for developing regional framework for stormwater management

B. Muddy Creek Project Engineering Award by ACEC

C. Board of Health Hearing regarding Regulations Restricting the Sale of Tobacco Products on April 11, 2017 at 6:30 p.m.

D. Planning Board Hearing regarding Temporary Moratorium on Sale and Distribution of Recreational Marijuana April 13, 2017 at 6:30 p.m.

X. SELECTMEN’S REPORT

XI. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Ann Steidel, Admin. Secretary

Date: _____
March 23, 2017

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 6, 2017
6:30 P.M.**

SELECTMEN PRESENT: Brown, Kavanagh, LaMantia, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Jane Teixeira-Henry, Barbara Burgo, Michael Ulrich, Cyndi Williams, Richard Houston, and others.

Chairman MacAskill reported that the Board had just come out of Executive Session where they voted Carol Coppola as the new Finance Director. He stated that tonight's articles are not on the agenda for debate but rather for the Board to vote, as debate takes place at Town Meeting.

CONSENT AGENDA

- A. Approve Minutes – February 13, 2017 Regular Session
- B. Approve Change of Manager for Wychmere Harbor Beach and Tennis Club Liquor License
- C. Request for use of the Cable Fund in the amount of \$8,000 for the installation of new equipment at Channel 18. Equipment had been purchased

Ms. Kavanagh moved approval of the Consent Agenda. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

- A. Permanent Cape Verdean Exhibit/Cultural Center – Barbara Burgo & Jane Teixeira-Henry

Ms. Teixeira-Henry and Ms. Burgo provided the attached presentation to the Board proposing a permanent Cape Verdean Exhibit/Cultural Center. Discussion centered on the location being the Harwich Middle School. Mr. Houston spoke in support of the proposal. Ms. Brown stated that she supported the proposal 100%, Ms. Kavanagh commented that she is totally supportive. Mr. LaMantia cautioned that the Town does not have staff to watch the room and Ms. Teixeira-Henry said they would do that. Mr. LaMantia questioned what size room they would need and they indicated that they would take whatever was given. Ms. Burgo added that there has been a call for Creole lessons and they'd like to start giving basic lessons as well as music. Mr. LaMantia cautioned that it would likely only be for two years. Mr. Clark asked that Ms. Burgo and Ms. Teixeira-Henry make an appointment with him to arrange to see the school and work out the details. Mr. Clark also noted that a fee waiver would have to be discussed and the need for additional insurance to cover the artifacts as well as hours of operation. Chairman MacAskill commented that this would be wonderful for the community. The consensus of the Board was that Mr. Clark would meet with them to work out the details and would bring this item back.

OLD BUSINESS

A. Action Item Register

Mr. Clark stated that they will need a block of time to go over this in detail. Chairman MacAskill asked the Board to send input to Administration.

NEW BUSINESS

A. Finance Director/Town Accountant update

Mr. Clark reported that the Board has entered into an employment contract with Carol Coppola who has a start date of April 6, 2017.

B. ATM Warrant with alternate views of Article 11 – CWMP Phase 2

Ms. Brown moved to accept, adopt and support Article 11 Fund the Implementation for Phase 2 of the Comprehensive Wastewater Management Plan for \$34 million. Chairman MacAskill seconded the motion for discussion after which the motion failed on a 1-3-0 vote with Mr. LaMantia, Ms. Kavanagh, and Chairman MacAskill in opposition.

Ms. Kavanagh moved to accept, adopt and support Article 11A Design and Construction of Sewers in the Pleasant Bay Watershed in the amount of approximately \$9 million and fund IMA. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

Ms. Kavanagh moved to accept, adopt and indefinitely postpone Article 11B Capacity Purchase Fee and Interconnection with Chatham in the amount of \$22,500,000. Mr. LaMantia seconded the motion and the motion failed on a 1-3-0 vote with Mr. LaMantia, Ms. Brown, and Chairman MacAskill in opposition.

Ms. Brown moved to accept, adopt and support Article 11B Capacity Purchase Fee and Interconnection with Chatham as written in our packet. Chairman MacAskill seconded the motion for discussion after which the motion failed on a 1-3-0 vote with Ms. Kavanagh, Mr. LaMantia and Chairman MacAskill in opposition.

Mr. LaMantia moved not to include in the warrant Article 11B Capacity Purchase Fee and Interconnection with Chatham. Ms. Kavanagh seconded the motion and the motion carried by a 3-1-0 vote with Ms. Brown in opposition.

Ms. Kavanagh moved to accept, adopt and support Article 11C Cold Brook Project in the estimated cost of \$2,000,000. Mr. LaMantia seconded the motion and the motion carried by a 3-1-0 vote with Ms. Brown in opposition.

Ms. Brown moved to remove Article 11D Hinckley Pond Restoration from the warrant. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

C. Annual Town Meeting Warrant Article review and possible vote:

1. Customary Articles

Ms. Brown moved to accept, adopt and support Article #1 Town Officers and Committees. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to accept, adopt and support Article #2 Reports of Town Officers and Committees. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to accept, adopt and support Article #3 Elected Officials Salaries. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to accept, adopt and support Article #57 Compensating Balance Agreement. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to accept, adopt and support Article #58 Liability Tidal/Non Tidal Rivers. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to accept, adopt and support Article #59 Herring Fisheries. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

2. Petition Articles

#41 Chase & Harwich Port Libraries

Ms. Brown moved to support Article #41 Chase & Harwich Port Libraries at \$20,000. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#42 Promote the Town of Harwich

Ms. Kavanagh moved to support Article #41 Promote the Town of Harwich. Mr. LaMantia seconded the motion for discussion. Mr. LaMantia said they should hold this until the Town Administrator says how we are going to fund it. Mr. Clark said it has historically been \$25,000, not \$35,000, and that is what he budgeted for. The Board agreed to hold this article. Ms. Kavanagh withdrew her motion and Mr. LaMantia withdrew his second. Mr. Ulrich of the Chamber of Commerce asked to change the amount to \$25,000 and Mr. Clark responded that as this is a petition article, it can only be changed at Town Meeting.

#43 Supplement Annual Allocation of Cultural Council

Ms. Kavanagh moved to support Article #43 Supplement Annual Allocation of Cultural Council at \$3,000. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#44 Refrain from Enforcing Federal Immigration Laws

Ms. Kavanagh moved to indefinitely postpone Article #44 Refrain from Enforcing Federal Immigration Laws. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#45 Prohibit the Demolition of the West Harwich School

Ms. Kavanagh moved to indefinitely postpone Article #45 Prohibit the Demolition of the West Harwich School. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#46 Purchase and Install Historically Accurate Windows in the West Harwich School

Ms. Kavanagh moved to indefinitely postpone Article #46 Purchase and Install Historically Accurate Windows in the West Harwich School. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#47 Use of the Harwich Middle School for Town-owned Housing

Ms. Kavanagh moved to indefinitely postpone Article #47 Use of the Harwich Middle School for Town-owned Housing. Ms. Brown seconded the motion and the motion carried by a 3-1-0 vote with Mr. LaMantia in opposition.

3. Revolving, Stabilization, OPEB Fund Articles

49 Annual Revolving Fund

Ms. Brown moved to accept, adopt and support Article # 49 Annual Revolving Fund as printed in the warrant. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#50 Middle School Revolving Fund

Ms. Brown moved to accept, adopt and support Article #50 Middle School Revolving Fund. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#51 Sidewalk Revolving Fund

Ms. Brown moved to accept, adopt and support Article #51 Sidewalk Revolving Fund. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#52 Departmental Revolving Funds Authorization By-law

Ms. Brown moved to accept, adopt and support Article #52 Departmental Revolving Funds Authorization By-law. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#53 Stabilization Fund

Ms. Brown moved to accept, adopt and support Article #53 Stabilization Fund. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#54 OPEB Trust Fund

Ms. Brown moved to accept, adopt and support Article #54 OPEB Trust Fund. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#55 Unpaid Bills

Ms. Brown moved to accept, adopt and support Article #55 Unpaid Bills. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#56 Municipal Modernization Act – Uses of Bond Premiums

Ms. Brown moved to accept, adopt and support Article #56 Municipal Modernization Act – Uses of Bond Premiums. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

4. Budget Articles #4 Town Operating Budget

The Board agreed to bring back this article.

#5 MRSD Budget

The Board agreed to bring back this article.

#6 Cape Cod Regional Tech Budget

Ms. Kavanagh moved to accept, adopt and support Article #6 Cape Cod Regional Tech Budget. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#7 Water Department Budget

Ms. Kavanagh moved to accept, adopt and support Article #7 Water Department Budget. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

- D. Open the STM Warrant on March 14, 2017 at 8:30 a.m. and close on March 16, 2017 at 4:00 p.m.

Ms. Brown moved to vote to approve the opening of the Special Town Meeting Warrant on March 14, 2017 at 8:30 a.m. and the closing at 4:00 p.m. on March 16, 2017. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

- E. Sign the ATM Warrant

No action was taken on this item.

TOWN ADMINISTRATOR'S REPORT

- A. Refer Draft Accessory Apartment Dwelling Unit By-Law to the Planning Board

Mr. Clark recommended considering referring this to the Planning Board and bring back something for next year's Town Meeting and the Board agreed.

B. Health Insurance update

Mr. Clark reported that he met with various union groups on the high deductible offering. He said he would probably put together a recommendation to put forward to those groups who want to offer it and those who want to wait they will negotiate with and do it at a separate time. He said we would offer it to non-union employees, see how the balance of the unions go and come back with a more in depth recommendation.

ADJOURNMENT

Chairman MacAskill adjourned the meeting at 9:19 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

· MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 13, 2017
6:30 P.M.

SELECTMEN PRESENT: Brown, Hughes, Kavanagh, LaMantia, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Police Chief Guillemette, Fire Chief Clarke, Deputy Police Chief Gagnon, Deputy Fire Chief LeBlanc, Sheila House, Cyndi Williams, Michael Jacek, Supt. Carpenter, Brian Widegren, Jack Brown, Diane Turco, Elaine Dickinson, Arthur Dickinson, Judy Ford, and others.

PUBLIC COMMENT/ANNOUNCEMENTS

Cyndi Williams of the Chamber of Commerce announced the upcoming job fair this Thursday at the High School. Sheila House announced the showing of the film "Screenagers" on March 22nd at the High School which addresses teens and use of technology.

CONSENT AGENDA

- A. Approve Minutes – February 27, 2017 Regular Session
- B. Approve request by Garden Club to close Pine Street on May 27, 2017 for plant sale
- C. Approve petition by Verizon Wireless to locate one small cell wireless antenna on an existing pole at 2 Cove Landing Road
- D. Approve Chapter 90 project request for cracksealing various roads

Ms. Kavanagh moved approval of the Consent Agenda. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

- A. Public Hearing – Application for Seasonal, Common Victualler, All Alcoholic Beverages License by Ten Yen LLC d/b/a Ten Yen, 554 Route 28, Harwich Port, Michael Jacek – Manager contingent on Board of Health approval

Ms. Kavanagh read the hearing notice into record. Michael Jacek introduced himself and said his plan is to have a 10 seat sushi bar offering sushi and ramen contingent on a grease trap remediation to allow for an additional five seats and the patio is also contingent on that. Chief Clarke spoke in support of Mr. Jacek and his business endeavor. Mr. Clark said there are no issues from a department standpoint. Mr. Hughes moved to close the Public Hearing. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. Ms. Brown moved to accept the seasonal application, Common Victualler, All Alcoholic Beverages License by Ten Yen LLC contingent on Board of Health approval. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

A. Action Item Register

The Board agreed to take this item up at a later time. Mr. Hughes had no updates. Ms. Brown said she is scheduled to meet with Mr. Clark and will speak with him about what she has found out about reevaluating Town Hall hours. Chairman MacAskill said he would send Mr. Clark items for updating.

NEW BUSINESS

A. Agricultural Commission inactivity

Chairman MacAskill reported that we received a letter from a resident on Chatham Road and his main complaint is that there is no Agricultural Commission and he is looking for a liaison for something that has happened at the farm on Chatham Road. He said that he has spoken with the Chairman of the Agricultural Commission who indicated that they haven't met in almost a year and that there is no activity at all. Chairman MacAskill recommended removing all the current members and then advertising the vacancies. Mr. Hughes recommended sending them a letter telling them that if we don't hear from them within a time certain we will assume they have resigned. Chairman MacAskill noted that the Chairman has asked for that. Mr. Hughes said it is official if the Board of Selectmen does that. Ms. Brown agreed that it is alright to disband this as many of the terms are up in June anyway. Mr. LaMantia said maybe they only need us to ask them to do something. Chairman MacAskill said they weren't meeting as they had nothing to do. Mr. LaMantia said if we don't give them anything to do then in a year and half we are going to be doing this again. Ms. Kavanagh said she doesn't see a reason not to disband. Chairman MacAskill agreed with Mr. Hughes' recommendation. He asked that staff send those letters as a courtesy. Chairman MacAskill asked Mr. Clark if the Board should act as liaison in the absence of an Agricultural Commission. Mr. Clark responded that you want to have your regulatory boards not feel pressured and this Board didn't do their job so it makes sense for the Selectmen to have the complainants come in and state their case. He cautioned that we want to be sure we don't strong-arm the Conservation Commission. Mr. Clark suggested another option is that he meet with the neighbors and put together a letter to the Conservation Commission with recommendations and copy the Board of Selectmen and the Board agreed.

B. Fire and Police Department additional personnel and possible override – *discussion*

Chairman MacAskill stated that at the recent budget hearing, the Police and Fire departments came forward asking for more personnel, specifically, the Police Department wanted one additional employee and the Fire Department wanted two additional employees. He noted that the Board's budget message calls for no additional hires without the justification. Mr. LaMantia said he would be in favor of adding the people but we do need the money to do that now and in the future, and it would have to be from taxes. He said there is always the option of putting it on the ballot as an override. Ms. Kavanagh agreed that the positions are needed but we need to look at where we are getting those funds and to see if the taxpayers are willing to support an override. Ms. Brown said she would be in support of a ballot question. Mr. Hughes said these things come to a higher priority and said we should task the Town Administrator to see what would have to be given up in the budget to fund these positions and let the Board decide the priorities and at that time we can consider the ballot question if the Board doesn't want to give anything up. Mr. Clark said there are a couple of options including seeing if we can reprioritize but he feared we would have to lay people off to accomplish that. He said he could

come back with a list of offsets and a cut list but at this point it would have a chilling effect. He said putting it onto an override ballot allows the community to know exactly what they are getting and that does provide for funding on an annual basis as well. He said the third option is making it a priority for the next fiscal year. Chairman MacAskill did not support going through everyone's budget and said it would not be enough to support three full-time positions. Chief Clarke stated that Mr. Clark is very thorough with the budget and it is incumbent on them to come in with what they need. He commented that they don't have any gravy or fat and they are very efficient. He said he would be troubled to ask Mr. Clark to take from another department. He said the right format would be to let the citizens decide if they want to do this by increasing their taxes. Chief Guillemette agreed with Chief Clarke that he did not want to raid other department budgets and said the voters should decide if they want the enhancement of services. Ms. Kavanagh suggested taking the tech position and making that an administrative position. Mr. Clark suggested taking some of the money from the Records Clerk and creating an IT professional. He said they would bring the concept back of having a second IT professional that is funded through existing resources and the personnel could work at Town Hall and be assigned to Public Safety on a day to day basis. Mr. Hughes stressed the need for a 5-year IT plan. Mr. Hughes suggested that we put the new Police and Fire positions on as a ballot question and Ms. Brown agreed. Ms. Kavanagh said we should look at the current budget as well. Chairman MacAskill said he would bring this back next week for a vote and Mr. Clark said he would work on a ballot question.

C. IT Overview – *discussion*

Chairman MacAskill said the IT budget is up over 5% and he would like to know who we have and what they do and asked Mr. Clark to get started on this. He noted that Water, Police and Fire have their own IT people. Mr. Clark said we should look at the structure over five years. The Board agreed that we need an IT plan and Ms. Kavanagh said it should be expedited. It was agreed that the Board should send Mr. Clark any ideas. Ms. Brown suggested creating an IT Committee. Chief Clarke said we should first start by discussing with this the talent we have internally and Mr. Clark and Chairman MacAskill agreed.

D. Non-Binding Ballot Question

Diane Turco, along with Elaine and Arthur Dickinson and Judy Ford, said they are asking the Board to approve a non-binding ballot question for the spring ballot calling attention to the spent fuel pool at the Pilgrim power plant and asking Governor Baker to address this. She further discussed the proposed ballot question. Ms. Kavanagh said we should accept it, Ms. Brown said she supports it, Mr. Hughes said it should say that we instruct our congressional delegation to remove these to a permanent repository. Chairman MacAskill said he supported this as well. Mr. Hughes moved that we include this non-binding ballot question. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

E. Annual Town Meeting Warrant Article review and possible vote:

1. Budget Articles
#5 MRSD Budget

After discussion with Supt. Carpenter and Mr. Widegren, Mr. Hughes moved that we accept and adopt from available funds the MRSD budget at \$24,563,557 and take up the capital items at another time. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

2. Capital Budget
#8 Adopt the Capital Plan

Mr. Hughes moved to accept and adopt Article 8 the Capital Plan and include it in the warrant. Ms. Brown seconded the motion and the motion carried by a unanimous vote

3. Administration
#9 Capital Items Funded From Free Cash

Mr. Hughes moved that we include in the warrant and we accept and adopt from free cash as the source the following items which total \$116,819 1) Fire Department Gas Metering Detection Devices \$24,779 2) Police Bullet Proof Vests (town portion) \$22,000, 3) Police Ballistic Helmets \$10,220, 4) Police Electronic Sign Board \$17,820, and 5) DPW – Fuel Management System at \$42,000. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#10 Facility Maintenance and Repair Fund

Mr. Hughes moved on Article 10 Facility Maintenance and Repair Fund, that we include this in the warrant in the total amount of \$818,086 and that we accept and adopt from free cash the funding for the following items: 1) Community Center Gym Floor Resurfacing \$57,724 2) Town Wide Radio System (Town segment) \$102,643, 3) Town Wide Radio System (Water portion) \$33,930 4) Brooks Library Generator & Install \$110,000 5) Police Public Safety Complex Security System Replacement \$153,789 6) Recreation Red River Beach Parking Lot Paving/Overlay \$225,000 7) DPW Middle School Operations \$125,000 for a total of \$808,086. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

4. Fire Capital Budget
#14 Fund Replacement of Fire Department Pumper

Mr. Hughes moved for Article 14 Fund Replacement of Fire Department Pumper in the total amount of \$420,000, that we include this in the warrant and that we accept and adopt Article 14 Fund Replacement of Fire Department Pumper as a capital exclusion. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#15 Fund Plans and Bid Documents for Station 2

Mr. Hughes moved to include Article 15 Fund Plans and Bid Documents for Station 2 in the warrant and accept and adopt this article as a debt exclusion in the amount of \$310,000. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

5. Golf Capital Budget
#16 Golf Course Landscape Reclamation and Major Tree Removal

Mr. Hughes moved to include in the warrant and accept and adopt Article 16 Golf Course Landscape and Reclamation and Major Tree Removal in the amount of \$43,000 from Golf Improvement Fund. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#17 Golf Course Irrigation Upgrade and System Re-Build

Mr. Hughes moved to include in the warrant and accept and adopt Article 17 Golf Course Irrigation Upgrade and System Rebuild in the amount of \$39,000 from Golf Improvement Funds. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

#18 Reconstruction of Maintenance and Operations Infrastructure at Golf Course

Mr. Hughes moved to include in the warrant and accept and adopt Article 18 Reconstruction of Maintenance and Operations Infrastructure at Golf Course in the amount of \$1,200,000 as a debt exclusion. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

6. Water Capital Budget

#23 Fund the Purchase of Vehicles for the Water Department

Mr. Hughes moved to include in the warrant and accept and adopt Article 23 Fund the Purchase of Vehicles for the Water Department in the amount of \$107,856 from retained earnings from the Water Department. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#24 Fund the Replacement of Old Water Services Along the National Grid Project Route

Mr. Hughes moved to include in the warrant and accept and adopt Article 24 Fund the Replacement of Old Water Services along the National Grid Project Route in the amount of \$400,000 from the retained earnings of the Water Department. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

7. Community Preservation Articles

#25 Reserve for Future Appropriation Amounts from FY 2017 Community Preservation Committee Fund Estimated Annual Revenues

Mr. Hughes moved to include in the warrant and accept and adopt Article 25 Reserve for Future Appropriation Amounts form FY 2017 Community Preservation Committee Fund Estimated Annual Revenues. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#26 Fund Land Bank Debt Service

Mr. Hughes moved to include in the warrant and accept and adopt Article 26 Fund Land Bank Debt Service in the amount of \$610,000 from CPC funds. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#27 Restoration of the Chase Library Chimney

Mr. Hughes moved to include in the warrant and accept and adopt Article 27 Restoration of the Chase Library Chimney in the amount of \$5,100 from CPC funds. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#28 Whitehouse Field Irrigation System Replacement

Mr. Hughes moved to include in the warrant and accept and adopt Article 28 Whitehouse Field Irrigation System Replacement in the amount of \$28,500 from CPC funds. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#29 Brooks Park Expansion/Improvements Phase 4

Mr. Hughes moved to include in the warrant and accept and adopt Article 29 Brooks Park Expansion/Improvements Phase 4 in the amount of \$167,900 from CPC funds. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#30 Veterans Memorial Field Fitness Stations

Mr. Hughes moved to include in the warrant and accept and adopt Article 30 Veterans Memorial Field Fitness Stations in the amount of \$13,800 from CPC funds. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#31 Restoration of Fence Rails at Evergreen Cemetery

Mr. Hughes moved to include in the warrant and accept and adopt Article 31 Restoration of Fence Rails at Evergreen Cemetery in the amount of \$39,000 from CPC funds. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

8. Reimbursement Article/Property, Sales and Lease

#32 Reimburse the Harwich Conservation Trust

Mr. Hughes moved to include in the warrant and accept and adopt Article 32 Reimburse the Harwich Conservation Trust in the amount of \$73,000 from free cash. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

#33 Sale of Town-Owned Property – 4 Central Avenue

Mr. Hughes moved to include in the warrant and accept and adopt Article 33 Sale of Town-Owned Land – 4 Central Avenue. Ms. Brown said the beach parking lot is very small and this land is good for a couple of parking spaces. Mr. Clark said that the Recreation Commission said it is too small and is more of an enforcement issue than what it is worth. Mr. LaMantia seconded the motion and the motion carried by a 4-1-0 vote with Ms. Brown in opposition.

#34 Sale of Town-Owned Property – 203 Bank Street

Mr. Hughes moved to include in the warrant and accept and adopt Article 34 Sale of Town-Owned Land – 203 Bank Street. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#35 Lease of the Saquatucket Landside Property

Mr. Hughes moved to include in the warrant and accept and adopt Article 35 Lease of the Saquatucket Landside Property. Ms. Kavanagh seconded the motion. Mr. Clark took questions from the Board. The motion carried by a unanimous vote.

9. Miscellaneous Articles

#46 Memorial Tree and Landscaping Fund for Cemetery Department

Mr. Hughes moved to include in the warrant and accept and adopt Article 46 Memorial Tree and Landscaping Fund for Cemetery Department in the amount of \$30,000 to be funded from Cemetery funds. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORT

Mr. Clark announced the Chamber of Commerce's upcoming Pre Town Meeting Warrant dinner scheduled for 5:30 p.m. on April 22nd at the 400 East. He further reported that we have an engaged an appraiser and contractor for 203 Bank Street.

SELECTMEN'S REPORT

Mr. LaMantia suggested looking at our fees again. Mr. Hughes reported that they met with the Dennis and Yarmouth Boards to talk about potential regionalizing for sewage treatment. He noted that our IMA with Chatham focuses on just the Pleasant Bay Watershed.

ADJOURNMENT

The meeting adjourned at 8:31 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

Employment Agreement
Between
Chief of Police David J. Guillemette
And
The Town of Harwich, Massachusetts

This Agreement is made and entered into on this ____ day of ____ by and between the Town of Harwich ("Town") a municipal corporation, acting through its Board of Selectmen (the "Board"), and David J. Guillemette the Chief of Police (the "Chief" both of whom agree to and understand the following:

WHEREAS, the Town desires to employ the services of David J. Guillemette as its Chief of Police; and

WHEREAS, the Board has appointed David J. Guillemette to be its Chief of Police under M.G.L. c.41, §97A effective July 20, 2015; and

WHEREAS, it is the desire of the Town to establish certain conditions of employment and working conditions for the Chief; and

WHEREAS, the Town and the Chief acknowledge the provisions of local and State law with respect to the duties and obligations of the Town and the Chief of Police as the same may change from time to time, including, but not limited to M.G.L. c.41, §97A and 108 0, (the "Laws"); and

WHEREAS, the Town and the Chief desire to enter into an employment contract as defined under the Laws;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I - Duties

The Town hereby agrees to employ the Chief to perform the functions and duties specified in the Laws as well as other legal permissible and proper duties and functions as the Town acting through its Board shall from time to time assign.

The daily operational control of the Police Department for the Town shall be the

responsibility of the Chief The Chief shall have all the authority and powers granted to a Chief of Police under the provisions of M.G.L. c.41, §97A.

The Chief shall be responsible for the planning, organizing, and coordination of all police operations. The duties of the Chief shall include but are not limited to the following:

- A. Supervision of the daily operations of the Police Department.
- B. Supervision of all department personnel.
- C. Preparation and submission of the Police Department budget.
- D. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Police Department.
- E. Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Police Department.
- F. Supervision and control of all equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishment of weapon, ammunition, uniform, equipment requirements and recommending vehicle specifications for the Police Department.
- H. Supervision of all special, auxiliary and/or reserve police officers.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. Discipline of department personnel; issue of orders, rules, regulations, policies and procedures, and the assignment of shifts and the duties of all department personnel.
- K. Availability to appear for hearings before any appointed or elected Board of the town at which the Police Department is required to appear and before Town Meetings when necessary.
- L. Being responsible for communicating with the public, including the media, on matters relating to crime, police operations and the department policy.
- M. Command of all police officers.
- N. Service as chief law enforcement officer of the Town.
- O. Related work as required and appropriate for the position of Chief of Police.
- P. Development and supervision of special programs.
- Q. Development and administration of Police Department policies and procedures.

Section 2 - Term

The Town has appointed the Chief for a term of three (3) years, from July 1, 2017 through June 30, 2020. The Chief shall be eligible for reappointment at the end of the second year of his current contract by a majority vote of the Board of Selectmen extending the contract by three years. The Board will notify the Chief at least one (1) year prior to the expiration of the contract of its intent to renew or not renew the contract. If the Board fails to notify the Chief as provided herein, all terms, conditions and provisions of this agreement shall remain in force and effect until a new contract has been executed. If the Board notifies the Chief of its intent to renew, the parties will negotiate the terms of the renewal. If the terms are not agreed prior to the termination of the contract, the contract will be extended until a new contract has been executed. A new one (1) year notice period is established under the three-year extension of the contract.

Nothing in this Agreement shall prevent, limit, or interfere with the right of the Chief to resign at any time during the term of this Agreement. In the event the Chief decides to resign or not seek reappointment on the expiration of this Agreement, the Chief will provide the Town with ninety (90) days notice unless the parties otherwise agree.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Chief subject to just cause and hearing provisions of the law and subject to the provisions on termination contained in this Agreement. In the event the Chief is not reappointed or in the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than twelve (12) months' salary and benefits.

Section 3 - Suspension and Termination

The Town may suspend or terminate the services of the Chief for just cause to include malfeasance, misfeasance or nonfeasance in office or violations of the terms or conditions of this agreement. The Board will provide the Chief with written notice of its intent to suspend or terminate his employment and the reasons therefore, fifteen (15) working days in advance of taking such action. Within those fifteen (15) days the Chief may request a full evidentiary hearing at which he may be represented by counsel at his own expense and may present witnesses and

evidence on his own behalf. Such hearing will be conducted within fifteen (15) days of the Chiefs request. In the event no request is submitted the Board's action will be final fifteen (15) days after the delivery of the notice of intent. If a hearing is requested and held, the Board will have seven (7) days to render its final decision.

Section 4 - Disability

The Town recognizes its obligations under M.G.L. c.41, §100 and 111F in the event that the Chief is injured while on duty.

If the Chief of Police is permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental capacity or ill health, due to causes not sustained in the performance of his duties and not covered under said M.G.L. c.41, §100 or 111F, for a period of thirty (30) successive days beyond any accrued vacation and sick leave time as provided for in Section 7, the Town shall have the option to terminate this Agreement, without any prejudice to the Chiefs rights to disability benefits through the Barnstable County Retirement System. The Town acknowledges the Chiefs rights in addition to the benefits granted herein, to the rights provided by the law, under the Family Medical Leave Act of 1993 and other applicable Federal and State statutes. Should there be a conflict within this Section and the Family Medical Leave Act of 1993, the provisions of the Federal law shall prevail.

Section 5 - Compensation

The Town agrees to compensate the Chief at the annual rate of \$129,848 commencing July 1, 2017. Each following year (July 1, 2018, July 1, 2019) the Chief will receive a \$5,000 salary adjustment in addition to and including any cost of living or percentage increase received by all town department heads. Subsequent increases subject to the Chief receiving a satisfactory performance review by the Town Administrator annually. See section 15 below. Any such increases are subject to Town Meeting appropriation. The town agrees that it shall not, at any time during the term of this contract reduce the salary, compensation or benefits of the Chief, except to the extent that such reduction is evenly applied across the board for all employees of the Town of Harwich.

The parties agree that the salary stated above is an annual salary that includes any career incentive pay envisioned by M.G.L. c.41, §108L. The Chief is an exempt employee under the Fair

Labor Standards Act and is not entitled to any overtime pay.

The Town agrees to reimburse the Chief not to exceed \$800 each fiscal year commencing July 1, 2017 for allowed clothing, uniform, and equipment expenses related to the performance of his official duties. The Town agrees to provide the Chief with a one-time new employee uniform materials consistent with Patrol or Superior Officers' Contract whichever is greater. Furthermore, the Chief shall receive the sum of \$300 as a cleaning allowance to be paid during the fiscal year.

Section 6 - Hours of Work

The Chief 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 Police Department, and the employees under his supervision. The Chiefs work week shall ordinarily consist of a five day week, Monday through Friday, of forty (40) hours, in addition to evening and/or weekend hours that may be necessary from time to time in order to properly discharge his duties.

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

The Chief of Police shall not be granted any compensatory time for hours worked, except as permitted under section 10.

Section 7 - Leave Policy

The Chief will be entitled to five (5) weeks of paid vacation per year for each year of the contract. Up to two (2) weeks vacation may be carried over to subsequent years. Vacation will be scheduled and approved by the Board as much in advance as possible. Commencing July 1, 2019 the Chief shall receive an additional week of vacation time for a total of (6) weeks. On termination of service with the Town, except, if such termination is for just cause, the Chief will be entitled to receive payment at his current wage scale for any unused vacation time.

The Chief will accrue one and one quarter (1 1/4) days of sick leave per month. With prior approval, the Chief may borrow sick leave up to a maximum number of days available under the

remaining period of the contract. Once all sick leave has been used, the Chief will be required to use his vacation time or request an unpaid family medical leave if additional time is required.

See also Section 4.

The Chief may accrue up to a maximum of 160 days of sick leave. On termination of employment for other than just cause, the Chief is entitled to sell back up to 25% of his accrued sick leave at his then current salary.

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

Section 8 - Disability, Health, and Life Insurance

The Town agrees to provide the Chief with the same group health and life insurance benefits available to the other municipal employees in conformity with the provisions of M.G.L. c32B.

Section 9 - Retirement Benefits

The Chief shall be eligible to participate in the Barnstable County Retirement System.

Section 10 - Holidays

The Chief shall be entitled to receive compensation for all Federal and State holidays. His annual salary stated above excludes any holiday pay due him under M.G.L. c 147,§17F. Holiday pay will be calculated by determining the daily rate based on annual salary and multiplying by (12).

The following are paid holidays whether worked or not:

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

Section 11 - Outside Employment

The Chief of Police must receive prior written approval from the Town Administrator to undertake any outside employment. The Chief may not perform any police function for any other employer, public or private.

Section 12 - Professional Development

The Town hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of the Chief for professional development, to include, but not limited to: short courses, seminars, and meetings that are necessary for his professional growth for the good of the Town and the Harwich Police Department. The Chief agrees to notify the Town Administrator in advance of confirming attendance at such courses, seminars, and meetings, and attendance at such meetings is subject to the prior approval of the Town Administrator and the availability of appropriated funds for such expenses. Such training shall include but not be limited to FBI National Academy Association and/or International Chiefs of Police Association.

Section 13 - Dues and Subscriptions

The Town agrees to budget and to pay for all the professional dues and subscriptions for the Chief necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement for the good of the Town, subject to the prior approval of the Board and the availability of appropriated funds for such expenses. Such professional dues may include, but not be limited to, payments for membership in the International Chiefs of Police Association, and the Massachusetts Chiefs of Police Association.

Section 14 - Indemnification

The Town shall defend, save harmless and indemnify the Chief 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 the Chief of Police's duties. The Town will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Willful torts and criminal acts are excluded from this indemnification. This section shall survive any termination of this Agreement.

Section 15 - Performance Evaluation

Annually, for the ensuing year, in the month of October, the Town Administrator in conjunction with the Chief shall define specific goals and performance objectives which both parties determine necessary for the proper operation and welfare of the Town and in the attainment of the policy objectives of the Board and Town Administrator. The Town Administrator and the Chief shall further establish a relative priority among those various goals and objectives, said goals and objectives shall be reduced to writing.

The Town Administrator shall review and evaluate the performance of the Chief of Police on a formal basis annually under the terms and conditions of this Agreement. Said review and evaluation shall include, but not be limited to: (1) the Chiefs progress and performance on the annual goals and objectives as described above in this section; (2) Budgetary/Financial Administration; (3) Personnel Administration; (4) Supervisor/Leadership; (5) Staff Development; (6) Public Relations; (7) Employee and Labor Relations; (8) Policy Execution; and (9) Interaction with the Board, Town Administrator as well as other governmental officials, departments, boards, and committees. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town shall provide the Chief of Police with a written evaluation report after each formal review and evaluation, and shall provide the Chief of Police with an opportunity to discuss his review and evaluation with the Town Administrator in a workshop session.

Section 16 - Use of Town Vehicle

The Town will provide the Chief with an unmarked police vehicle for his official use. The Town will be responsible for all costs associated with such vehicle. Said vehicle is to be used by the Chief in connection with the performance of his duties as chief and for his professional growth and development. Recognizing that this public safety position and the Chief is on call 24 hours a day seven days a week, personal use of the vehicle, is allowed within 100 miles Harwich. Primary use of the vehicle will be for work-related purposes.

Section 17 - Residency

It is acknowledged by both parties that the Chief resides within fifteen (15) miles of the limits of the town of Harwich in compliance with Massachusetts General Law Chapter 41 section 99A. It is further agreed to that the Chief will continue to reside within (15) miles of the

Town of Harwich or closer throughout the term of this agreement.

Section 18 - 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:	Town Administrator
	Harwich Town Hall 732
	Main Street
	Harwich, MA 02645
Chief of Police:	David J. Guillemette
	Chief of Police
	Harwich Police Department
	183 Sisson Road
	Harwich, MA 02645

Section 19 - Severability of Provisions

If any clause or provision of this Agreement shall be determined to be invalid, unenforceable, unconstitutional or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Section 20 - General Provisions

This agreement shall become effective upon signing by all parties. This Agreement may be modified or amended at any time by written mutual agreement of the parties.

Section 21 - Entire Agreement

This agreement embodies the whole Agreement between the Board, the Town Administrator and David J. Guillemette and there are no inducements, promises, terms, conditions or obligations made or entered into by any party other than those contained herein. The Agreement will be governed by the Laws of the Commonwealth of Massachusetts.

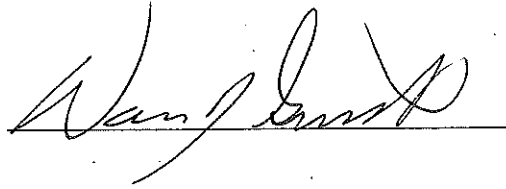
IN WITNESS WHEREOF, the Town of Harwich, MA has caused this agreement to be signed and executed on its behalf by its Board of Selectmen, Town Administrator and David J. Guillemette has signed and executed this Agreement, both in duplicate, the day and year first above written.

Approved _____ day of _____, 2017

Board of Selectmen:

David J. Guillemette, Chief of Police

Michael MacAskill, Chair



Peter S. Hughes, Vice-Chair

Julie Kavanagh, Clerk

Jannell Brown

Angelo S. LaMantia

Christopher Clark, Town Administrator



FORM #7

OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
Telephone: (508) 430-7513

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS Harwich Cranberry Festival PHONE _____

BUSINESS ADDRESS _____

MAILING ADDRESS _____

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED _____

Beach Day Events

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Sat., Sept. 9, 2017 (rain date: Sun., Sept. 10)

TIME 11:00^{am} - 10:00 pm - bonfire at night

ROUTE/LOCATION Red River Beach

South Harwich

Set up to start at 7:00 a.m.

(please use reverse side if necessary)

Signature of Applicant

Title

Social Security Number of Federal Identification Number

Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)

*****REGULATORY COMPLIANCE FORM*****

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

K. Cedim 3-2-17
Police Department Date

[Signature] 3/23/17
Building Commissioner Date

[Signature] 3-2-17
Recreation & Youth Commission Date

[Signature] 3-2-17
Board of Health Date

Amy Usowski 3/13/17
Amy Usowski 3-13-17

[Signature] 3/2/17
Fire Department Date

*****Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.**

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

Harwich Recreation Department Youth, Park, Beach, & Commission



USE OF FACILITY FORM

DATE _____

LOCATION REQUEST

BEACH or PARK Red River
 _____ SR MEMORIAL FIELD
 _____ BROOKS PARK & GAZEBO
 _____ BROOKS FIELD / COURT
 _____ VETERAN'S MEMORIAL FIELD COMPLEX
 _____ BASEBALL _____ SOFTBALL _____ MULTI
 _____ POTTER SOFTBALL FIELD
 _____ NON-PROFIT Y / N

CONTACT PERSON Ed McManus ORGANIZATION Harwich Cranberry Festival

MAILING ADDRESS P.O. Box 555 CITY, ST, ZIP Harwich 02646

EMAIL mcmmanused@msn.com CELL PHONE 508-527-7620

PURPOSE OF REQUEST _____ # OF ATTENDEES _____

DATE(S) REQUESTED* Sept. 9 (sept. 10 rained)

*ALL DATES ARE SUBJECT TO AVAILABILITY

HOURS OF USE 8 am. - 10 p.m. AREA REQUESTED Beach and Parking Area Adjacent to Restroom Old Wharf - Deep Hole to Uncle Venies.

SPECIAL REQUESTS OR NEEDS

- ❖ Use of temporary tents larger than 12'x12' require location approval and a separate Town TENT PERMIT
- ❖ Use of tent stakes over 8" requires ADDITIONAL PERMISSIONS
- ❖ Activities dispensing food to the PUBLIC requires Harwich Board of Health PERMIT
- ❖ Approval pending all other required Town permits and approvals
- ❖ APPLICATION DEADLINE FOR FIELD USE FOR ANY YEAR IS FEBRUARY 1ST

USE	FEE	CAP	REFUNDABLE DEPOSIT	TOTAL DUE
FIELD OR COURT USE - ONE GAME	\$20.00	\$1000	\$50.00*	_____
WHITEHOUSE FIELD USE - ONE GAME	\$50.00	\$1000	\$50.00*	_____
FIELD/WHF MULTI DAY USE	\$150/FIELD/DAY		\$50.00-\$500*	_____
PARK OR BEACH USE - FULL DAY, WEDDING, FAMILY FUNCTION, OR SPECIAL EVENT	\$150.00		\$50.00-\$500*	_____
USE OF ELECTRICITY - PARKS	\$25/DAY		\$50.00*	_____
FIELD, PARK, BEACH USE - MULTI DAY EVENT	\$150.00/DAY		\$50.00-\$500*	_____
WHF LIGHT USAGE CHARGE/PER USE (BILLABLE IN ¼ HOUR INCREMENTS)	\$65.00/HOUR		\$500.00*	_____
BEACH COOK FIRE	\$ 20.00		\$50.00*	_____

APPROVED

* <100 people \$50 deposit required, >100 people \$100 deposit required, >200 people \$300 deposit required, > 500 people \$500 deposit required. DEPOSITS WILL BE REFUNDED AFTER A SITE INSPECTION HAS BEEN COMPLETED AND/OR APPLIED TO USE OF FACILITY INVOICES WITH ANY UNUSED BALANCE RETURNED.

I HAVE READ THE ATTACHED RULES AND REGULATIONS REGARDING USE OF THIS RECREATION FACILITY AND AGREE THAT I/OUR ORGANIZATION WILL ABIDE BY THEM.

Initials

APPLICANT SIGNATURE: [Signature]

TITLE President - HCF

BY: [Signature]
RECREATION REPRESENTATIVE

DATE 2-2-17

2017 SEASONAL GENERAL LICENSE RENEWALS

Belmont Condo Beach Club d/b/a The Beach
One Belmont Rd., West Harwich

Common Victualler

Weekday Entertainment – Recorded or live music with use of amplification, dancing by patrons,
10:00 a.m. – 11:00 p.m.

Gingerbread House
141 Division St., West Harwich

Lodging House

Viera LLC d/b/a Viera Restaurant
11 Route 28, West Harwich

Common Victualler

March 27, 2017



MEMO

TO: Board of Selectmen

FROM: Jannell Brown, Michael MacAskill
Selectmen's Interview/Nominations Subcommittee

RE: Recommendation for Appointments

DATE: March 27, 2017

Following posted interviews held on Monday, March 20, 2017, the Selectmen's Interview and Nominations Sub-committee requests that the Board make the following appointments:

<u>Appointee:</u>	<u>Committee:</u>	<u>Expiration:</u>
Robert Aron	<u>Council on Aging</u> – 2 vacancies for 3-year terms	2019
Andrew Docken	<u>Bikeways Committee</u> – 1 vacancy for a 3-year term	2019
Paula McGuire	<u>Conservation Commission</u> – 1 vacancy with an unexpired term to 2017	2017
	<u>Youth Services Committee</u> - 1 vacancy with an unexpired term to 2017	2017

NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
APPLICATION FOR LIQUOR LICENSE
CHANGE OF LOCATION AND TRANSFER OF LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for a change of location and transfer of the Annual, Package Store, All Alcoholic Beverages License now held by William R. Coffin and Sons, Inc. d/b/a Plum's Package Store, 326 Route 28, Harwich Port, John W. Coffin, Manager, to ATJX, Inc. d/b/a Moonshine Liquors, 4 Great Western Road, Unit #1, Harwich, Alexander Christos Jamoulis, Manager, on the following described premises: One floor building with 4,800 total square footage. One entrance and two exits.

The Board of Selectmen will hold a hearing upon the application on Monday, March 27, 2017 no earlier than 6:30 p.m. in the Donn B. Griffin Room at Town Hall, 732 Main Street, Harwich, at which time all interested parties will be heard.

Board of Selectmen
Local Licensing Authority

Cape Cod Times
March 17, 2017

Cape Cod Chronicle
March 23, 2017



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

DATE: March 15, 2017

SUBJECT: **Application for a Transfer of License and Change of Location for AJTX Inc. d/b/a Moonshine Liquors, Alexander Christos Jamoullis, Manager (transfer from Plums Package Store, 326 Route 28, Harwich Port to Moonshine Liquors, 4 Great Western Road).**

The Police Department has no objections regarding the Application for a Transfer of License and change of location for Moonshine Liquors. A background investigation of the proposed individual(s) indicates no liquor code violations or disqualifying history.

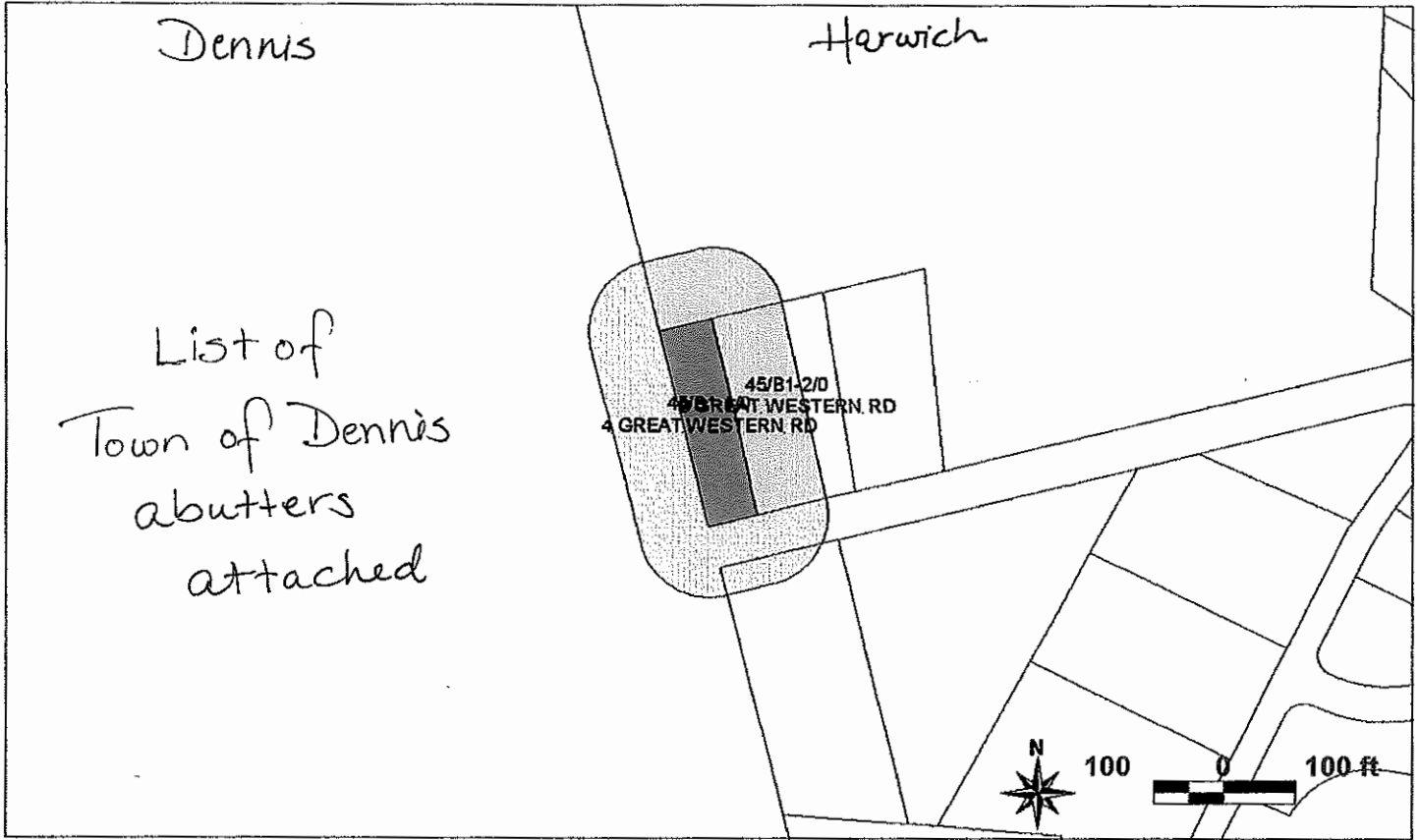
If you have any questions or need further clarification, please feel free to contact me at your earliest convenience.





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

Abutters List Within 100 feet of Parcel 45/B1-1/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
4600	45-B1-1-0-R	MCCARTHY GERALD P	4 GREAT WESTERN RD	PO BOX 100	W WAREHAM	MA	02576
4601	45-B1-2-0-R	MCCARTHY GERALD P	8 GREAT WESTERN RD	PO BOX 100	W WAREHAM	MA	02576
4622	45-K6-0-R	ARONS DAVID L TR KENDAL HARWICH REAL ESTATE TR	0 OUR RD	25 RECREATION PARK DR STE 204	HINGHAM	MA	02043
25219	45-S5-0-R	OUR ROBERT B CO INC ET ALS	24 GREAT WESTERN RD	27 CHEROKEE RD	HARWICH	MA	02645

7 Abutters total

Town of Dennis abutters to 4 Great Western Road, Harwich:

Map 146, Parcel 3 - Location: 296 Great Western Road

Mailing Address:

Gette Realty Trust
80 Grandview Drive
South Yarmouth, MA 02664

Map 146, Parcel 11 - Location: 308 Great Western Road

Mailing Address:

Gerald McCarthy
P.O. Box 100
Wareham, MA 02571

Map 146, Parcel 8 - Location: 290 Great Western Road

Mailing Address:

Cape Industrial Condos
Lisa Sherman, Trustee
c/o Dana Sambogna
P.O. Box 1388
South Yarmouth, MA 02664



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input checked="" type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) §15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other <input type="text"/> | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)
 This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION
 There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license? If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation? Yes No Chapter Acts of

If transferring, by what method is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

TYPE	CATEGORY	CLASS
<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

4. APPLICATION CONTACT
 The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
 B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Timothy Jamoulis	Officer	50	Additional Income
Alexander Jamoulis	Officer	50	Additional Income

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	80' x 60'	4

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	ATJX, Inc.	FEIN:	81-5420306
DBA:	Moonshine Liquors	Fax Number:	774-470-2465
Primary Phone:	774-722-4128	Email:	tjamoulis@comcast.net
Alternative Phone:	508-237-8416	Legal Structure of Entity	Corporation

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number:	127	Street Name:	Riverside Drive
City/Town:	West Harwich	State:	MA
Zip Code:	02671	Country:	United States

Mailing Address Check here if your Mailing Address is the same as your Premises Address

Street Number:	127	Street Name:	Riverside Drive
City/Town:	West Harwich	State:	MA
Zip Code:	02671	Country:	United States

Is the Entity a Massachusetts Corporation?	<input checked="" type="radio"/> Yes <input type="radio"/> No	If no, is the Entity registered to do business in Massachusetts?	<input type="radio"/> Yes <input type="radio"/> No
		If no, state of incorporation	<input style="width:100%;" type="text"/>

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address
Moonshine Liquors	\$15 Off Premises	0070001201	101 Iyannough Rd. Hyannis, MA 02601
South Chatham Liquors	\$15 Off Premises	019800048	2447 Main St. S. Chatham, MA 02659
Deftos Liquors	\$15 Off Premises	00116-pk-0144	1032 Main St. Brockton, MA 02301

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

Do you have direct, indirect, or financial interest in this license? Yes No

Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, attach an affidavit that lists your convictions with an explanation for each

If yes, percentage of interest

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please indicate type of Interest (check all that apply):

If yes, please list the licenses for which you are the current or proposed manager:

Moonshine Liquors
 101 Iyannough Road
 Hyannis, MA 02601

Officer Sole Proprietor
 Stockholder LLC Manager
 LLC Member Director
 Partner Landlord
 Contractual Revenue Sharing
 Management Agreement Other

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
2005 to present	Assistant Manager	Deftos Liquors	1032 Main St. Brockton, MA 02301	5085862769
2012 to present	Assistant Manager	South Chatham Liquors	2447 Main St. S. Chatham, MA 02659	5084301542
2013 to present	Manager	Moonshine Liquors	101 Iyannough Rd. Hyannis, MA 02601	5087750660

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	50,000
C. Costs of Renovations/Construction	100,000
D. Purchase Price of Inventory	25,000
E. Initial Start-Up Costs	50,000
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	225,000

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total:	

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Rockland Trust	225,000	NO	
Total:			225,000

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply)

License Stock / Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the instructions. It is intended for the applicant to provide additional information or clarify answers.

Financial Information:

14: Costs Associated with License

1. Real Property: \$
2. Business Purchase: \$
3. Renovations/Construction: \$
4. Start up/Operating Capital: \$
5. Inventory: \$
6. Goodwill: \$
7. Furniture: \$
8. **TOTAL COST:** \$
9. **TOTAL CASH:** \$
10. **TOTAL FINANCED:** \$

The amounts in items 9 and 10 must total the amount reflected in item 8. **IMPORTANT:** Submit any and all records, documents and affidavits including loan agreements that explain the sources of money for this transaction.

APPLICANT'S STATEMENT


I, Timothy Jamoulis the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of ATJX, Inc., hereby submit this application for Transfer of License and Change of Location
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 03/01/2017

Title: Treasurer

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

050600025

ABCC License Number

Harwich

City/Town

The licensee ATJX, Inc. respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager Alteration of Premises Change of Corporate Name/DBA
 Pledge of License/Stock Cordial & Liqueurs Change of Location
 Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

Description of Premises:

Change of Location: (must fill out attached financial information form)


Last-Approved Location:

326 Route 28 Harwich Port, MA 02645

Requested New Location:

4 Great Western Road, Unit 1 Harwich, MA 02645

Signature of Licensee



(If a Corporation/LLC, by its authorized representative)

Date Signed

03/01/2017



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PETITION FOR TRANSFER OF OWNERSHIP

050600025

ABCC License Number

Harwich

City/Town

The licensee William R. Coffin and Sons, Inc. and the proposed transferee ATJX, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership.

Is the PRESENT licensee a Corporation/LLC duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Robert B. Coffin	President	91 Pleasant Rd. West Harwich, MA 02671	19
John W. Coffin	Treasurer / Clerk	18 Red Pine Dr. Harwich, MA 02645	18
James L. Coffin	Secretary	9 Red Pine Dr. Harwich, MA 02645	18
Lawrence W. Coffin	Stockholder	11 Bailey Shore Rd. East Hampstead, NH 03826	19

Is the PROPOSED transferee a Corporation/LLC, duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Alexander C. Jamoulis	President / Manager	31 Sadies Way Harwich, MA 02645	137,500
Timothy S. Jamoulis	Treasurer / Secretary	1335 Orleans Rd. Harwich, MA 02645	137,500

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: [Signature]
 (If a Corporation/LLC, by its authorized representative)

Date Signed 03/02/2017

SIGNATURE OF PROPOSED TRANSFEREE: [Signature]

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	Alexander	Middle Name	Christos	Last Name	Jamoulis	Suffix	
Title:	Owner		Social Security Number	[REDACTED]		Date of Birth	[REDACTED]		
Primary Phone:	[REDACTED]		Email:	[REDACTED]					
Mobile Phone:	[REDACTED]		Fax Number	774-470-2465					
Alternative Phone:	[REDACTED]								

Business Address

Street Number:	4	Street Name:	Great Western Road, Unit 1		
City/Town:	Harwich	State:	MA		
Zip Code:	02645	Country:	United States		

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:	127	Street Name:	Riverside Drive		
City/Town:	West Harwich	State:	MA		
Zip Code:	02671	Country:	United States		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|---|---|
| <input type="checkbox"/> Contractual | <input checked="" type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input checked="" type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input checked="" type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Moonshine, Inc.	46-0739897

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Moonshine Liquors	\$15 Off Premises	0070001201	101 Iyannough Rd. Hyannis, MA 02601

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Demetra Jamoulis - Mother	00116-pk-0144	Owner	100
Demetra & Stephen Jamoulis - Parents	0070001201	Owner	10
Timothy Jamoulis - Brother	0070001201	Owner	45

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Deftos Liquor Store, Inc.	04-2047128
Moonshine, Inc.	46-0739897

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Moonshine Liquors	§15 Off Premises	0070001201	101 Iyannough Rd. Hyannis, MA 02601
Deftos Liquors	§15 Off Premises	00116-pk-0144	1032 Main St. Brockton, MA 02301
South Chatham Liquors	§15 Off Premises	019800048	2447 Main St. S. Chatham, MA 02659

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Demetra Jamoulis - Mother	00116-pk-0144	Owner	100
Demetra & Stephen Jamoulis - Parents	0070001201	Owner	10
Alexander Jamoulis - Brother	0070001201	Owner	45

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Deftos Liquor Store, Inc.	04-2047128
Moonshine, Inc.	46-0739897

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Deftos Liquors	\$15 Off Premises	00116-pk-0144	1032 Main St. Brockton, MA 02301
Moonshine Liquors	\$15 Off Premises	0070001201	101 Iyannough Rd. Hyannis, MA 02601
South Chatham Liquors	\$15 Off Premises	019800048	2447 Main St. S. Chatham, MA 02659

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
Stephen Jamoulis - Husband	0070001201	Owner	5
Timothy Jamoulis - Son	0070001201	Owner	45
Alexander Jamoulis - Son	0070001201	Owner	45

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Moonshine, Inc.	FEIN:	46-0739897
Primary Phone:	508-775-0660	Fax Number:	774-470-2465
Alternative Phone:	508-237-8416	Email:	tjamoulis@comcast.net

Business Address

Street Number:	101	Street Name:	Iyannough Road
City/Town:	Hyannis	State:	Massachusetts
Zip Code:	02601	Country:	United States

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? Yes No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? Direct Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Deftos Liquor Store, Inc.	04-2047128

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Moonshine Liquors	§15 Off Premises	0070001201	101 Iyannough Rd. Hyannis, MA 02601
South Chatham Liquors	§15 Off Premises	019800048	2447 Main St. S. Chatham, MA 02659
Deftos Liquors	§15 Off Premises	00116-pk-0144	1032 Main St. Brockton, MA 02301

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: Deftos Liquor Store, Inc.

FEIN: 04-2047128

Primary Phone: 508-586-2769

Fax Number: 774-470-2465

Alternative Phone: 508-432-0084

Email: tjamoulis@comcast.net

Business Address

Street Number: 1032

Street Name: Main Street

City/Town: Brockton

State: Massachusetts

Zip Code: 02301

Country: United States

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State: MA

Zip Code: 02301

Country: United States

Publicly Traded

Is this organization publicly traded? Yes No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? Direct Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Moonshine, Inc.	46-0739897

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Deftos Liquors	§15 Off Premises	00116-pk-0144	1032 Main St. Brockton, MA 02301
South Chatham Liquors	§15 Off Premises	019800048	2447 Main St. S. Chatham , MA 02659
Moonshine Liquors	§15 Off Premises	0070001201	101 Iyannough Rd. Hyannis, MA 02601

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	50600025	LICENSEE NAME:	ATJX, Inc.	CITY/TOWN:	Harwich
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APPLICANT INFORMATION

LAST NAME:	Jamoulis	FIRST NAME:	Timothy	MIDDLE NAME:	Stephen
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Brockton		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	[REDACTED]				
CURRENT ADDRESS:	1335 Orleans Road				
CITY/TOWN:	Harwich	STATE:	MA	ZIP:	02645
FORMER ADDRESS:	127 Riverside Drive				
CITY/TOWN:	West Harwich	STATE:	MA	ZIP:	02671

PRINT AND SIGN

PRINTED NAME:	Timothy Stephen Jamoulis	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------------------	-------------------------------	--

NOTARY INFORMATION

On this March 3, 2017 before me, the undersigned notary public, personally appeared Timothy Jamoulis
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



KARYN M. RANSOM
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 18, 2024

DIVISION USE ONLY

REQUESTED BY:	
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The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	50600025	LICENSEE NAME:	ATJX, Inc.	CITY/TOWN:	Harwich
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APPLICANT INFORMATION

LAST NAME:	Jamoulis	FIRST NAME:	Demetra	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Ghikas	PLACE OF BIRTH:	Brockton		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
				EYE COLOR:	Brown
CURRENT ADDRESS:	127 Riverside Drive				
CITY/TOWN:	West Harwich	STATE:	MA	ZIP:	02671
FORMER ADDRESS:	110 Candy Lane				
CITY/TOWN:	Brockton	STATE:	MA	ZIP:	02301

PRINT AND SIGN

PRINTED NAME:	Demetra Jamoulis	APPLICANT/EMPLOYEE SIGNATURE:	<i>Demetra Jamoulis</i>
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NOTARY INFORMATION

On this 3/2/2017 before me, the undersigned notary public, personally appeared Demetra Jamoulis
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Karyn M. Ransom
NOTARY



KARYN M. RANSOM
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 18, 2024

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	50600025	LICENSEE NAME:	ATJX, Inc.	CITY/TOWN:	Harwich
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APPLICANT INFORMATION

LAST NAME:	Jamoulis	FIRST NAME:	Alexander	MIDDLE NAME:	Christos
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Brockton		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	Brown				
CURRENT ADDRESS:	31 Sadles Way				
CITY/TOWN:	Harwich	STATE:	MA	ZIP:	02645
FORMER ADDRESS:	127 Riverside Drive				
CITY/TOWN:	West Harwich	STATE:	MA	ZIP:	02671

PRINT AND SIGN

PRINTED NAME:	Alexander Christos Jamoulis	APPLICANT/EMPLOYEE SIGNATURE:	[Handwritten Signature]
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NOTARY INFORMATION

On this March 3, 2017 before me, the undersigned notary public, personally appeared Alexander Christos Jamoulis
(name of document signer), proved to me through satisfactory evidence of identification, which were personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Handwritten Signature]
NOTARY

KARYN M. RANSOM
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 18, 2024



DIVISION USE ONLY

REQUESTED BY:	[Signature of CORI-Authorized Employee]
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The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.

ATJX, Inc.

Clerk's Certificate

Corporate Vote

I, Timothy Stephen Jamoulis, do hereby certify and attest that I am the duly elected, qualified, and acting Secretary/Clerk of ATJX, Inc., a Massachusetts Domestic Profit Corporation having an address of 127 Riverside Drive, West Harwich, Massachusetts 02671, (the "Corporation" and I hereby certify the following votes were duly adopted by the Board of Directors of the Corporation on February 15, 2017, at a Special Meeting of the Board of Directors duly called and held and at which a quorum was present and acting throughout, and that such votes remain in full force and effect this date:

VOTED:

That the Corporation ratify and confirm the actions taken on the date of February 10, 2017, entering into a purchase and sales agreement with William R. Coffin and Sons, Inc., operating under the name and style of "Plums Package Store", business located at 326 Route 28, Harwich Port, Massachusetts, 02645, including Seller's right, title and interest in their alcoholic package store license, and said purchase to also include the liquor and tobacco inventory on hand.

VOTED:

Further that the Corporation shall apply to the Town of Harwich and the Commonwealth of Massachusetts (Alcoholic Beverages Control Commission) for the transfer of the liquor license and a change of location from the existing location of 326 Route 28, Harwich Port, Massachusetts to 4 Great Western Road, Unit #1, Harwich, Massachusetts, 02645.

VOTED:

Further that the corporation ratify and confirm the actions taken on the date of February 11, 2017 entering into a Five (5) Year Lease including two- five year options with the owner of 4 Great Western Road, Unit #1, Harwich, Massachusetts, 02645, McCarthy Properties of P.O. Box 100, West Wareham, Massachusetts 02576.

VOTED:

Further that the Corporation shall appoint Timothy Stephen Jamoulis, the Treasurer and Secretary/Clerk of the Corporation to be authorized to execute and deliver on behalf of the Corporation any and all documents necessary to effectuate the transfer of the liquor license, the change of location and any other action he shall deem necessary or advisable in connection with consummation of the transactions contemplated thereby.

VOTED:

Further that the Corporation shall manage and operate a liquor store on the premises of 4 Great Western Road, Unit #1, Harwich, Massachusetts under the name and style of "Moonshine Liquors".

VOTED:

Further that the corporation shall appoint Alexander Christos Jamoulis as the Manager of the liquor store, Moonshine Liquors, located at 4 Great Western Road, Unit #1, Harwich, Massachusetts.

Executed as a sealed instrument this ____15th____ day of February, 2017.



Timothy Stephen Jamoulis, Treasurer, Secretary/Clerk, Director

ATJX, Inc.

Action By Written Consent of the Board of Directors

February 15, 2017

The undersigned, being all the Directors of ATJX, Inc., a Massachusetts corporation, does hereby adopt and consent to the following votes and actions and direct the Secretary/Clerk to make this instrument a part of the records of the Board of Directors of this corporation:

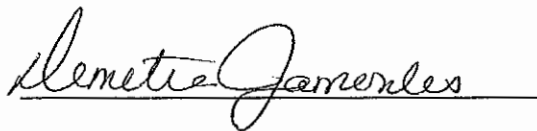
VOTED:

To issue 137,500 shares of ATJX, Inc. stock to Alexander C. Jamoulis, the duly elected, qualified and acting President of the corporation, and further

VOTED:

To issue 137,500 shares of ATJX, Inc. stock to Timothy S. Jamoulis, the duly elected, qualified and acting Treasurer, and Secretary/Clerk of the corporation.

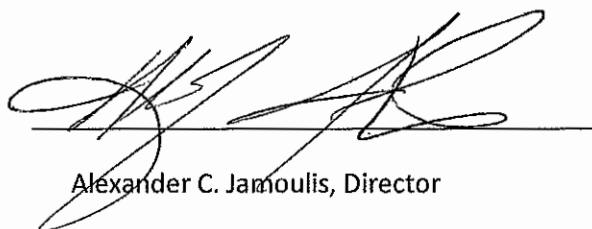
Executed as a sealed instrument this 15th day of February, 2017 by all the Directors of ATJX, Inc.



Demetra Jamoulis, Director



Timothy S. Jamoulis, Director



Alexander C. Jamoulis, Director



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: February 22, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,
ATJX, INC.

is a domestic corporation organized on **February 14, 2017** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 17020358020

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

February 15, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that according to records in this office,

ATJX, INC.

was incorporated under the General Laws of this Commonwealth on **February 14, 2017.**

I also certify that so far as appears of record here, said corporation still has legal existence.

I further certify that in the Articles of Organization filed here, the Officers and Directors are listed as follows:

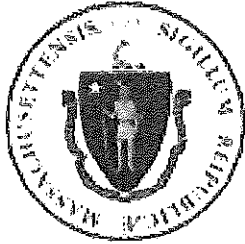
SEE ATTACHED



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

[Special Filing Instructions](#)

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001260555

ARTICLE I

The exact name of the corporation is:

ATJX, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: DEMETRA JAMOULIS
No. and Street: 127 RIVERSIDE DRIVE
City or Town: WEST HARWICH State: MA Zip: 02671 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ALEXANDER C. JAMOULIS	31 SADIES WAY HARWICH, MA 02645 USA
TREASURER	TIMOTHY S. JAMOULIS	1335 ORLEANS ROAD HARWICH, MA 02645 USA
SECRETARY	TIMOTHY S. JAMOULIS	1335 ORLEANS ROAD HARWICH, MA 02645 USA
MANAGER	ALEXANDER C. JAMOULIS	31 SADIES WAY HARWICH, MA 02645 USA
DIRECTOR	ALEXANDER C. JAMOULIS	31 SADIES WAY HARWICH, MA 02645 USA
DIRECTOR	DEMETRA JAMOULIS	127 RIVERSIDE DRIVE WEST HARWICH, MA 02671 USA
DIRECTOR	TIMOTHY S. JAMOULIS	1335 ORLEANS ROAD HARWICH, MA 02645 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

LIQUOR STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 127 RIVERSIDE DRIVE


ASSET PURCHASE AND SALE AGREEMENT

WHEREAS, William R. Coffin and Sons, Inc., by Robert B. Coffin, hereinafter referred to as the "Seller", has been engaged in the business in Harwich, MA operating under the name and style of "Plums Package Store" located at 326 Main Street, Harwich, MA 02645, and desires to sell the same and

WHEREAS, it is the intention of ^{RC}ATIX, Inc., by Timothy S. Jamoulis of 1335 Orleans Road, Harwich, MA 02645, hereinafter referred to as the "Buyer", to purchase certain business assets,

NOW, THEREFORE, THE Seller and Buyer in consideration of their mutual covenants, agreements and stipulations herein contained do hereby covenant, agree and stipulate as follows:

- 1. SALE OF BUSINESS ASSETS:** At the Closing referred to hereinafter, the Seller shall sell to the Buyer and the Buyer shall buy from the Seller, all of the Seller's right, title and interest in and to the following described property, subject to the terms and conditions set forth in this Agreement: Certain assets of the said "Plums Package Store" business which is as of this date owned and operated by the Seller including the Seller's right, title and interest in their current validly issued all alcoholic package store license, free and clear of any debts, mortgages, liens or security interests. Buyer is not permitted to use the name "Plum" or "Plum's" in its new business.
- 2. PURCHASE PRICE:** The purchase price for the assets of Seller's business interest and property referred to in Paragraph One (1) of this Agreement shall be FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS, ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS to be paid upon the execution of the within Agreement and the balance of FORTY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$48,500.00) DOLLARS to be paid at Closing by certified check, cashier's check or attorney's client account check. The deposit herein shall be non-refundable to the Buyer but shall be credited towards the purchase price at closing. In the event the Buyer is unable to procure a transfer of the liquor license or an acceptable lease space, all deposits made hereunder shall be retained by the Seller and this agreement shall be void without recourse to the parties hereto.
- 3. CLOSING:** The Closing shall take place at the office of Ericson & LaMotte, 2435 Main Street, South Chatham, MA on March 31, 2017 at 2:00 p.m. or at a time agreed upon in writing by both parties. However, if the Buyer has not procured the liquor license or lease prior to March 31, 2017, the time for performance hereof shall be extended for a period of up to 45 days but in no event shall the closing take place after May 15, 2017. It is agreed that time is of the essence of this Agreement.
- 4. LEASE CONTINGENCY:** This Agreement is contingent upon the Buyer being able to find an acceptable business space to lease at rent terms and other lease terms acceptable to the Buyer.

5. INVENTORY: At the closing referred to above, the Buyer will purchase from the Seller, all of the Seller's right, title and interest in and to the liquor and tobacco products on hand only, in an amount that is agreed to by both parties, not to exceed TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS, the additional amount to be paid at closing, ~~as, if and when an agreement has been reached between the parties for the value of the inventory and not otherwise.~~ ~~The value will be determined by actual inventory of the value purchased.~~ See attached 

6. CONDUCT OF BUSINESS PENDING CLOSING: Between the date of this Agreement and the date of Closing, the Seller shall in no way conduct the business in such a manner as to hinder the value of the said business assets referred to herein and will conduct business in the same manner in which it has heretofore been conducted and shall use his best efforts to preserve the organizational efficiency of the business and shall continue to maintain the standard of work achieved by the business.

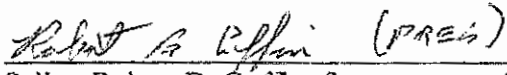
7. INDEMNIFICATION: Seller shall fully indemnify Buyer from any and all claims, debts, or liabilities of any kind incurred by Seller out of the operation of the business, prior to the date of Closing. Seller warrants and represents that none of Seller's accounts are currently overdue and he will maintain them in that fashion until the Closing. This indemnification shall survive the Closing and shall include all costs incurred by Buyer, including all attorneys' fees and costs of defense associated with said indemnified claims.


8. PENDING LAWSUITS: The Seller warrants and represents that he has no knowledge of any lawsuits against the business or of any claims pending or threatened against the business or of any administrative action pending or threatened against the business. Any and all losses, expenses, and or judgment resulting from any lawsuit, claim or action shall be paid by the Seller.

9. LICENSES AND PERMITS: This Agreement is contingent upon all applicable licenses and permits being assignable, transferrable or attainable by the Buyer for the operation of a liquor store including, but not limited to, Buyer's receipt of a validly issued all alcoholic package store license from Town of Harwich Licensing Board and the approval of such transfers by the Commonwealth of Massachusetts (Alcoholic Beverages Control Commission).

10. CONSTRUCTION OF AGREEMENT: This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties and may be modified or amended only by a written instrument executed by all parties.

EXECUTED as a sealed instrument this ^{10th} day of ^{February} ~~January~~, 2017.


Seller, Robert B. Coffin, for
William R. Coffin and Sons, Inc.


Buyer, Timothy S. Jampoulis, for ATJ, Inc.
Treasurer of ATJ, Inc.

5. INVENTORY: At the closing referred to above, the Buyer will purchase from the Seller, all of the Seller's right, title and interest in and to the liquor and tobacco products on hand only, in an amount that is agreed to by both parties, not to exceed TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS, the additional amount to be paid at closing. *The parties hereto agree that said additional amount shall equal the cost originally charged to the Seller by the various suppliers involved.*



Total sq ft 4800 500

10'

Storage 1200 sq ft

walk in cooler

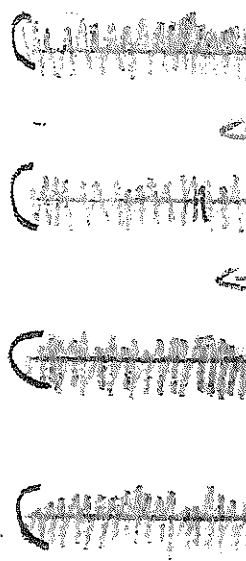
Office

Storage

OFFICE

door

OR CURTAIN



8'

**10921, O. 4B1vAliv.

COMMERCIAL LEASE

1. PARTIES McCarthy Properties of P.O. Box 100 West Wareham, Massachusetts 02576
LESSOR, which expression shall include heirs, successors, and assigns where
the contract so admits, does hereby lease to ATX Incorporated of 127 Riverside
Drive, West Harwich, MA 02671, LESSEE, which expression shall include
successors, executors, administrators, and assigns where the contract so admits,
and the LESSEE hereby leases the following described premises.
2. PREMISES 4,800 +/- Square Feet of space suitable for office, retail, manufacturing,
warehousing located at 4 Great Western Road, Unit # 1, Harwich, MA together
with the right to use in common with others entitled thereto, the hallways,
stairways, driveways, etc. necessary for access to said LESSEE'S premises.
3. TERM The term of this lease shall be for 5 years commencing no later than May 1,
2017 and ending April 30, 2022.
4. RENT The LESSEE shall pay to the LESSOR rent at the rate of:
- | | |
|------------|------------|
| Years 1-2: | \$2,400.00 |
| Year 3: | \$2,472.00 |
| Year 4: | \$2,548.00 |
| Year 5: | \$2,624.00 |
- per month due at the 1st of each month. In addition, LESSEE shall be
responsible to pay as additional rent those charges and costs as set forth in
ARTICLES 23.
6. UTILITIES Each unit is separately metered for electricity and heat. The LESSEE shall pay
for its own use of electricity and heat.
7. USE OF
LEASED
PREMISES The LESSOR shall have no responsibility in regard to maintenance of items
placed on said premises by the LESSEE. The LESSEE shall be responsible
for shoveling and sanding the front walk and rear steps that are adjacent to the
leased premises. No outside storage is allowed without prior authorization from
LESSOR.
8. COMPLIANCE
WITH LAWS The Lessee acknowledges that no trade or occupation shall be conducted in
the leased premises which will be unlawful, improper, noisy or offensive, or
contrary to any law or municipal ordinance in force in the city or town in which
the premises are situated.
9. FIRE
INSURANCE The LESSEE shall not permit any use of the leased premises which will make
voidable any insurance on the property of which the leased premises are a part,
or on the contents of said property or which shall be contrary to any law or
regulation from time to time established by the N.E. Fire Insurance Rating
Association, or any similar body succeeding to its power. The LESSEE shall
on demand reimburse the LESSOR, and all other tenants, all extra insurance
premiums caused by the Lessee's use of the premises.

10. MAINTENANCE OF PREMISES The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. If the LESSOR shall be caused to make repairs, the LESSEE shall reimburse the LESSOR immediately upon presentation of a reasonable bill.
11. ALTERATIONS ADDITIONS The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics lien or similar liens to remain upon the leased premises for labor and materials furnished to the LESSEE or claimed to have been furnished the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
12. ASSIGNMENT SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR'S prior consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for full performance of the covenant and conditions of this lease.
13. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deed of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgage, deeds of trust or other such instruments in the nature of a mortgage.
14. LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within (3) three months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and also to show the space to parties interested in leasing the premises.

15. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the leased premises.

16. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of \$1,000,000 with a responsible company qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided.

17. FIRE, CASUALTY EMINENT DOMAIN

Should a substantial portion of the leased premises or of the property of which they are a part of, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate the lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within (30) thirty days of intention to restore leased premises or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within (90) ninety days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages, or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment. The LESSOR shall have no responsibility to maintain fire insurance on said leased premises.

18. DEFAULT & BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof.
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof.
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors.

Then the LESSOR shall have the right thereafter while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears or rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payment which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligations to do so and without hereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees proceeding, such sums paid or obligations insured, with interest

at the rate of 18% per annum, and cost, shall be paid to the LESSOR by the LESSEE as additional rent.

19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR (address given, first page first paragraph).

20. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including without hereby limiting the generality of the foregoing all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises.) LESSEE shall deliver to the LESSOR the leased premises and all keys, locks, thereto, and other fixtures connected therewith and all alterations and additions made too or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. RUBBISH
REMOVAL

It is also understood and agreed that there shall be no outside storage on said leased premises except with written permission of the LESSOR, and there shall be no rubbish or debris outside of the building. The LESSOR may after one (1) warning to the LESSEE, remove such rubbish or debris with a minimum charge of \$100.00 payable by LESSEE.

22. EXTENSION OF
LEASE

At the expiration of this agreement, it is further agreed that this lease shall extend itself on a month – to – month basis. The monthly rent during this extension period will be 10% higher than the lease term ending month's rent. Either party having to give the other party thirty (30) days notice of termination thereof.

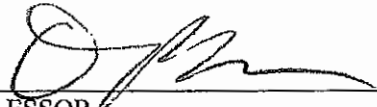
23. APPORTIONMENT
OF REAL ESTATE
TAXES

LESSEE shall pay LESSEE'S proportionate share of Real Estate Taxes. The LESSEE'S share of the real estate taxes shall be 50% of the tax bill. Square feet of leased space 4,800 divided by the total building square footage 9,600 equals 50%. Estimated real estate taxes will be paid on a monthly basis.


24. OTHER

- a. Deposit of first and last month's rent (\$5,024.00) due by April 5, 2017
- b. LESSEE shall secure the right of first refusal on the premises for the months of February, March, April 2017 with payment of \$600.00 per month, due the 1st of each month.
- c. LESSEE is responsible for all costs and expenses associated with Buildout
- d. LESSEE has two (2) five-year extension options with the lease rate increasing 3% annually for both extensions

IN WITNESS WHEREOF, THE LESSOR AND LESSEE have hereunto set their hands and common seals this 11 day February.



LESSOR
Dennis McCarthy, McCarthy Properties LLC



LESSEE
Timothy Jamovic, Treasurer
ATX, Inc.

TOWN OF HARWICH
PUBLIC HEARING
PROPOSED SEWER REGULATIONS
March 27, 2017

The Board of Selectmen will hold a Public Hearing on Monday, March 27, 2017, no earlier than 6:30 p.m. in the Donn B. Griffin Room at Town Hall, 732 Main St., Harwich, for the purpose of reviewing proposed sewer regulations. Copies of the draft regulations are available at the Selectmen's Office, 732 Main St., Harwich, or on the Town website: www.harwich-ma.gov . All members of the public having an interest in this topic are cordially invited to attend the Public Hearing and provide information and testimony relevant to these proposals.

HARWICH BOARD OF SELECTMEN

Cape Cod Chronicle
March 9, 2017

**TOWN OF HARWICH
PUBLIC HEARING
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MARCH 27, 2017**

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HARWICH BOARD OF SELECTMEN

The Cape Cod Chronicle
March 9, 2017

AMEND THE CODE OF THE TOWN OF HARWICH GENERAL BY-LAWS – BY
ADDING NEW SEWER USE BY-LAW CHAPTER 295

ARTICLE 13: To see if the Town will vote to add a new Chapter 295 to the General By-Laws entitled Sewer Use General By-Law to be added to the Code of the Town of Harwich, governing the establishment, construction and operation of a wastewater collection and treatment system, and to act fully thereon. By request of the Board of Selectmen.

TOWN OF HARWICH SEWER USE BY-LAW

The Town of Harwich hereby establishes the following sewer use bylaw (Bylaw) governing the use of the wastewater collection system in Harwich, County of Barnstable, Commonwealth of Massachusetts.

While this Bylaw will apply to the wastewater collection system throughout the town it has been specifically developed herein for the wastewater collection system to be implemented in the Pleasant Bay Watershed area of Harwich. Wastewater collected in this area will be conveyed to the Town of Chatham wastewater treatment facility. As part of this Bylaw, the sewer governance board shall establish Rules and Regulations and from time to time modify said Rules and Regulations as authorized by Massachusetts General Laws Chapter 83, Section 10.

In addition to the civil penalties set forth in Massachusetts General Laws Chapter 83, Section 10, any violation of the Rules and Regulations hereinafter enacted by the sewer governance board, as they may be amended from time to time, may be enforced pursuant to Article 1, Violations and Penalties, of the Code of the Town of Harwich. When enforced through the non-criminal disposition procedures set forth in Section 1-2 of said Code, the penalty for each violation of the Rules and Regulations shall be \$300.00.

Purpose: The purpose of this Bylaw, and the subsequent Rules and Regulations, is:

- a) To establish the technical and administrative procedures for making connections to the sanitary sewer system including standards of materials and design;
- b) To establish requirements, restrictions, and controls on the quantities and quality of what may be discharged to the sanitary sewer system; such as discharges that may:
 1. Interfere with the operation of the sewer system, pumping station or publicly owned treatment works (POTW) in any way;
 2. Pass through the POTW, to the groundwaters, inadequately treated effluent that may cause contravention of standards for these waters or surface waters or cause violation of the POTW's Groundwater Discharge Permit (GWDP) or negatively impact the watershed into which treated effluent is discharged;
 3. Reduce the opportunity to reclaim or recycle treated wastewater and/or sludge from the system;

4. Increase the cost or otherwise hamper or limit the disposal of sludges and other residuals;
 5. Endanger municipal employees or the public;
 6. Cause, directly or indirectly, any public nuisance conditions;
- c) To prevent new sources of inflow and infiltration (I/I) and eliminate private source inflow;
 - d) To provide for equitable distribution to all uses of the POTW, all costs associated with the collection, transmission, treatment, and residuals disposal, and to provide for the collection of such costs: and
 - e) To provide for the orderly planning of sewer systems' and treatment systems' components to improve the health and environmental quality of the Town of Harwich and its people and resources while discharging wastewater in the Chatham Sewer System.

The established Rules and Regulations will be part of the contract with every person who discharges wastewater into the Town of Chatham Sewer System from the East Harwich area, and governs the relationship between the Town of Harwich and its consumers, contractors and/or developers, and all other persons who install sewers, discharges wastewater, is connected into the sewer system or applies for a connection to the sewer system.

Explanation: The Town's Inter-Municipal Agreement with Chatham calls for Harwich to promulgate and utilize Sewer Use Regulations that are compatible with the regulations in place in the Town of Chatham. The Massachusetts Department of Environmental Protection calls for these regulations to be in place as part of the functioning of the wastewater treatment facility. The Sewer Use Regulations are designed to be dynamic in the sense that general elements will be included in the regulations with discretion given to the governing body to create or modify regulations on more specific detailed interconnection activities such as pipe size and design elements to facilitate compatibility with the existing technology of the current Chatham facility.

HARWICH BOARD OF SELECTMEN
NOTICE OF PUBLIC HEARING
CHATHAM / HARWICH INTER-MUNICIPAL AGREEMENT
March 27, 2017

The Harwich Board of Selectmen will hold a Public Hearing on Monday, March 27, 2017, no earlier than 6:30 P.M. during their regularly scheduled meeting. This hearing will be held in the Donn B. Griffin Room located at Town Hall, 732 Main Street, Harwich for the purpose of discussing the proposed Intermunicipal Agreement between the Towns of Chatham and Harwich relative to wastewater. All members of the public having an interest in this topic are cordially invited to attend the public hearing and provide information and testimony relevant to this matter.

HARWICH BOARD OF SELECTMEN

The Cape Cod Chronicle
March 9, 2017

**HARWICH BOARD OF SELECTMEN
NOTICE OF PUBLIC HEARING
CHATHAM / HARWICH INTER-MUNICIPAL AGREEMENT
MARCH 27, 2017**

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<http://masspublicnotices.org/>

HARWICH BOARD OF SELECTMEN

The Cape Cod Chronicle
March 9, 2017

INTERMUNICIPAL AGREEMENT

For

Wastewater Collection and Treatment by and between

(CHATHAM/HARWICH)

This Intermunicipal Agreement ("Agreement") is entered into as of _____ (the "Effective Date") by and between the Town of CHATHAM, Massachusetts ("Chatham"), a municipal corporation, and the Town of HARWICH, Massachusetts ("Harwich"), a municipal corporation (collectively, with their successors and assigns, the "Parties").

RECITALS

WHEREAS, Chatham owns and operates a sewage collection, treatment and disposal system, including customer service operations for which the Commonwealth of Massachusetts Department of Environmental Protection ("DEP,") has issued a Ground Water Discharge Permit (Permit No.: 44-1), located within the municipal corporate boundaries of Chatham; and

WHEREAS, Harwich plans to construct and operate a sanitary wastewater system within the boundaries of Harwich to service the East Harwich area but desires to deliver its wastewater from the East Harwich area to the Chatham System for treatment and recharge; and

WHEREAS, Chatham and Harwich deem it to be in the public interest to enter into an intermunicipal agreement whereby Chatham would receive and treat Harwich's wastewater and septage at the Chatham Water Pollution Control Facility (the "WPCF,") in consideration of Harwich's contribution toward the capital and operational expenses generated by said connection and the other terms and conditions set forth herein, and

WHEREAS, in order to accommodate the additional flow of wastewater from East Harwich as set forth on Figure 13-1 attached hereto as Exhibit A, Chatham must allow construction of a connection with Harwich (the "Connection Point,). Costs associated with the Connection Point shall be borne by Harwich in accordance with Section 9.a herein. Costs associated with the collection system from the Connection Point to the WPCF shall be apportioned in accordance with the Harwich Project Share. The Chatham WPCF can accommodate the flow from East Harwich as set forth in Exhibit A while it continues to expand the Chatham collection system to other parts of Chatham not currently connected to the Chatham collection system. Chatham will continue to evaluate the need to design and build upgrades to the WPCF taking into account Chatham's needs, the Harwich flow, and water conservation efforts in both communities; and

WHEREAS, municipalities are authorized in accordance with G.L. c. 40 §§ 4 and 4A to enter into intermunicipal agreements for the purpose of aiding the prevention or abatement of water pollution; and

WHEREAS, Chatham and Harwich have been authorized to enter into this Agreement as evidenced by the execution of this Agreement by their respective Boards of Selectmen.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual covenants, promises, obligations and agreements contained herein, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. DEFINITIONS.

The below terms, as used in this Agreement, shall have the following meanings:

- a. "Connection Point" means an underground sewage pipe at which the Chatham collection system is connected to the Harwich collection system and which Connection Point is in approximately the location indicated on the diagram attached hereto as Exhibit B.
- b. "Harwich Flow" means the sum of metered flow, which is metered at the Connection Point, and Unmetered Flow.
- c. "Harwich Project Share" means Harwich's proportionate share of Project Costs which shall be calculated on the ratio between the 300,000 gpd and the total treatment capacity of the WPCF at the time of the Project (1.3 mgd). With respect to PS6 and associated piping, the Harwich Project Share shall be a proportional share as mutually agreed to by the Parties prior to design and construction.
- d. "East Harwich Flow" means the amount of wastewater flowing into Chatham from East Harwich Service Area via the Connection Point.
- e. "East Harwich Service Area," means the areas in East Harwich, specifically sub-watersheds to Upper Muddy Creek, Lower Muddy Creek, Pleasant Bay, Round Cove, and potentially the Great Sand Lakes Area provided the combined flow does not exceed 300,000 gpd daily annual average, as described in the Harwich Comprehensive Wastewater Management Plan dated March 2016. (Figure 13-1, Exhibit A).
- f. "Operation and Maintenance Expenses" (O&M Expense) includes the total annual expenses actually incurred by Chatham in the operation and maintenance of the System pursuant to a budget covering the categories of annual operating and maintenance expense listed on Exhibit C attached hereto, which budget shall be adopted prior to the commencement of each

Fiscal Year; provided, however, that O&M Expense (a) shall not exceed in the aggregate the total amount of the budget for such fiscal year, (b) shall not include any principal, interest or other charges in connection with any indebtedness incurred by Chatham, and (c) shall not include any Chatham expenses not directly attributable to and included in such annual budget of the System except for supplemental and/or emergency appropriations.

- g. "O&M Share" means that portion of Harwich's Fixed and Flow Variable O&M Expenses determined quarterly as defined in Section 4.
 - h. "Project" means any future upgrades or capital improvements to the System required by regulatory or other legal authority, including without limitation by MassDEP, any future capital improvements to the System deemed necessary by Chatham to preserve the System's useful life, add/improve treatment quality or parameters treated, or maintain capacity to the System and any cost-saving capital modifications to the System. The term "Project," shall also include pumping station(s), gravity sewer, forcemain and any other wastewater infrastructure used to convey Harwich wastewater to the Chatham WPCF.
 - i. "Project Cost" means the total cost to be incurred in the execution of the Project, including, but not limited to, assessment/feasibility, architectural, permitting, and engineering services, and construction work and construction phase services, interest or other costs of borrowing.
 - j. "System" means the WPCF, including the effluent recharge beds, the Connection Point(s), pumping station(s), and the gravity sewer and forcemain to convey the collected wastewater from Harwich to the Chatham WPCF.
 - k. "Total Flow," means the sum of measured flow received at the WPCF including, but not limited to, wastewater from Chatham, East Harwich Service Area, septage, and grease. Flow shall be calculated on a 12 month rolling average. Exhibit D depicts the average daily Total Flow into the WPCF for the period July, 2015 through June, 2016.
 - l. "Unmetered Flow" means flow from Harwich which is not measured by Harwich metering devices at the Connection Point as a result of Harwich residential sewer users being connected directly to the Chatham collection system and billed directly by Harwich. Unmetered flow shall be calculated based upon water usage of those users as set forth in the regulations and shall be paid by Harwich directly to Chatham on a quarterly basis.
 - m. "WPCF" means the Chatham Water Pollution Control Facility and all components thereof, including improvements constructed and as may be amended from time to time.
2. EAST HARWICH SERVICE AREA.

2.1 Chatham agrees to receive and treat wastewater from Harwich users in the East Harwich Service Area at an annual average daily volume of up to 300,000 gpd at the Connection Point, and at such other mutually agreeable connection locations as may be designated by Chatham and Harwich. Notwithstanding the foregoing, Harwich may expand the East Harwich Service Area to serve the Great Sand Lakes Area, subject to the approval of Chatham, which approval shall not be unreasonably withheld, provided that Harwich shall not extend its sewer system beyond the East Harwich Service Area if the result of such an extension would cause Harwich to deliver wastewater to Chatham for treatment in excess of 300,000 gpd, unless this Agreement is amended.

2.2 Flow Management Plan. When the Harwich total annual flow metered at the Connection Point exceeds 80 percent of the purchased capacity for a three month period, then Harwich shall present, within 90 days, a plan to Chatham explaining how Harwich intends to manage the remaining 20 percent of the purchased capacity so that total flow exceedances do not occur on a 12-month rolling average. The plan shall 1.) define measures to be taken by Harwich to limit flow connection areas in the future; 2.) define measures to be taken by Harwich to reduce existing flows entering the system; 3.) discuss potential expansion options at the Chatham WPCF; or 4.), define other appropriate action as may be required to enforce the flow capacity allocation. Such Flow Management Plan measures shall be subject to Chatham's approval, which shall not be unreasonably withheld, and, upon written notification to Harwich of such approval, Harwich shall be bound to undertake such measures. Any failure of Harwich to satisfactorily complete such Flow Management Plan measures shall be deemed a material breach of this Agreement. Likewise, Chatham's failure or refusal to approve a Flow Management Plan without reasonable basis shall be deemed a material breach of this agreement.

3. CAPACITY PURCHASE FEE

Harwich will purchase 300,000 gpd average annual daily flow capacity of the Chatham WPCF, for the amount of \$6,765,000. Harwich shall make an initial payment of \$2,265,000 upon execution of this Agreement; a second payment of \$1,500,000 shall be made upon the commencement of flow from the East Harwich Service Area to the WPCF; a third payment of \$1,500,000 shall be made upon an average daily flow of over 50,000 gpd or five (5) years from the date of signing of this Agreement, whichever occurs first; and, a fourth payment of \$1,500,000 shall be made upon an average daily flow of over 150,000 gpd or seven (7) years from the date of signing this Agreement, whichever occurs first.

4. O&M EXPENSES

Terms for paying these costs will be defined into two categories: Fixed and Flow Variable.

A. WPCF

- 1) Given that Chatham will be reserving capacity for Harwich which will require ongoing O&M expenses to maintain the WPCF, Harwich shall pay Fixed O&M expenses (including but not limited to Contract Services, Plant Maintenance, 20% of Chatham DPW Director salary, SCADA contracts, etc.) based on the actual percentage (%) of wastewater flow capacity for East Harwich Service Area to Chatham WPCF Phase I design flow capacity (300,000 gpd/1,300,000 gpd = 23.08%). Fixed O&M payments shall begin at the time of Harwich connection.
- 2) Flow Variable O&M expenses for the WPCF (including but not limited to chemicals, electricity, natural gas, diesel, sludge removal/disposal, testing, etc.) shall be paid based on the actual percentage (%) of wastewater flow from the East Harwich Service Area as measured at the Connection Point(s) to Total Flow. Flow Variable O&M payments shall begin once flow is measured at the Connection Point.

B. Collection System

- 1) Harwich shall pay Fixed O&M costs in a ratio of Harwich design flow to Chatham design flow for that portion of the conveyance system from the Connection Point(s), through pumping station(s), to the WPCF and any off-site effluent recharge location within Chatham, if applicable. Fixed O&M payments shall begin at the time of Harwich connection.
- 2) Flow Variable O&M expenses for the collection system (including but not limited to chemicals, electricity, natural gas, diesel, testing, etc.) shall be paid based on the actual percentage (%) of wastewater flow from the East Harwich Service Area as measured at the Connection Point(s) to total flow measured at Pump Station 6 or other such pump station designation. Flow Variable O&M payments shall begin once flow is measured at the Connection Point.
- 3) For the avoidance of any doubt, Harwich shall not be responsible for the payment of any O&M expenses incurred by Chatham that relate solely and exclusively to the operation and maintenance of any portion of the Chatham sewer collection system or other components thereof that are not used by Harwich.

C. Within thirty (30) days after the end of each calendar quarter, Chatham will send a statement to Harwich showing, for the period since the beginning of the Fiscal Year to the end of such quarter, Total Flow, flow for that quarter as measured at the Connection Point and the total flow measured at Pump Station 6 or other such pump station designation.

5. EFFLUENT RECHARGE

Chatham shall recharge effluent originating from the East Harwich Service Area at the Chatham WPCF site during the initial years of the Agreement. While the existing recharge system was sized for the capacity of the Chatham WPCF, the Groundwater Discharge Permit (GDP) is limited to five (5) years. The discharge allowed by the current GDP is 1.0 MGD, below the WPCF's capacity of 1.3 MGD. The duration of the initial recharge of Harwich effluent at the Chatham WPCF would be at least until the Chatham facility reaches 80% of its permitted flow capacity. Upon being notified by MassDEP that Chatham must redirect effluent recharge, Chatham shall notify Harwich, in which case Harwich shall construct, maintain and repair the necessary infrastructure to redirect the Harwich flow to a suitable site in Harwich, in an amount necessary to meet the requirements of the MassDEP. In the event that Chatham notifies Harwich of the need to construct infrastructure required to redirect treated effluent back to Harwich for recharge, Harwich shall, at its sole cost and expense, complete the infrastructure construction within three years of said notice from Chatham. Thereafter, the Harwich share of O&M costs shall not include any costs incurred by Chatham for effluent recharge for the portion of effluent directed back to Harwich for recharge. Chatham shall provide any easements necessary at the Chatham WPCF to locate a treated effluent pumping station and appurtenances, including forcemain easements necessary on town-owned properties or within existing rights-of-way from the Chatham WPCF to Harwich. Chatham shall have the right to review and comment on the location of any proposed easements to ensure coordination with other Chatham infrastructure. Chatham shall not unreasonably deny, delay or condition the granting of such easements.

6. SEPTAGE

Chatham shall accept septage pumped from properties located in the East Harwich Service Area upon abandonment of the septic system as part of the connection to sewer process, subject to appropriate documentation, and at the prevailing rate of the Chatham WPCF.

7. FLOW BUY BACK PROVISION

Harwich shall notify Chatham upon completion of the sewerage of the East Harwich Service Area in accordance with the Harwich Comprehensive Wastewater Management program. In the event Harwich does not use the entirety of the 300,000 gpd allocated to it at any time during the term of this Agreement, Chatham may buy back any unused flow at a price reflecting the ratio of the amount of gallons to be bought back to the total number of gallons purchased by Harwich at the commencement of this Agreement multiplied by \$6,765,000 which amount shall be adjusted for inflation in accordance with the Consumer Price Index – Northeast Region or any other mutually accepted cost method. Harwich shall not transfer any portion of the 300,000 gpd allocation to any other entity. Harwich shall not divert any portion of the 300,000 gpd allocation to any area outside the East Harwich Service Area.

8. TERM.

This Agreement shall commence on Execution of the Agreement and shall continue, unless sooner terminated, for a Term of twenty five (25) years. This Agreement shall continue in full force and effect on the Expiration Date unless it is modified in writing by the Parties or notice is provided by one of the Parties to the other Party of the intent not to renew this Agreement. Such notice shall be provided no later than five (5) years prior to the Expiration Date. If this Agreement is not renewed, Harwich shall pay to Chatham any unpaid amounts owing hereunder. If this Agreement is extended beyond the original 25 year Term Harwich shall not be responsible for any additional Capacity Purchase Fee.

9. CONNECTION POINT.

- a. Harwich may construct and connect the East Harwich Service Area portion of its wastewater system as set forth on Exhibit A in coordination with Chatham's infrastructure implementation schedule. Chatham will furnish to Harwich wastewater conveyance and treatment services. The connection of Harwich with the System shall take place by means of the Connection Point at or near the Chatham town line. The cost for initial design, construction, and any future expansion or additions to the Connection Point necessary to accommodate any increases in wastewater flow of the East Harwich Service Area shall be borne by Harwich at no cost to Chatham and shall be subject to approval by Chatham.
- b. Harwich hereby grants Chatham and its agents and independent contractors the authority, right and license at all times to have access to such portion of the Connection Point located within Harwich for the purpose of improving, repairing, using and inspecting the same and will issue, promptly upon request therefor, such permits and licenses as shall be necessary to accomplish any of such purposes.
- c. Harwich will pay its proportional share of System Project Costs to convey the collected wastewater from the Connection Point to the Chatham WPCF. The proportional share shall be based on the ratio of Harwich's design flow and Chatham's design flow for that segment of the collection system.

10. REGULATIONS.

- a. Sewer Use Regulations. Harwich shall adopt local Sewer Use Regulations ("Harwich Regulations,") for residential and commercial users of the Harwich System located in East Harwich, which is no less stringent and is as broad in scope as the sewer use regulations set forth in the Chatham Regulations, as amended. The Harwich Regulations shall include pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Chatham. Harwich shall forward to Chatham for review a proposed draft of the Harwich Regulations within six (6) months, or such longer period of time as may be reasonably agreed upon by the parties, of the date of this Agreement, and shall adopt the Harwich Regulations within

sixty (60) days of receiving approval from Chatham of the content thereof or by any other time as reasonably agreed to by the parties..

- b. Revisions by Chatham. Whenever Chatham proposes to adopt revisions to its sewer use Regulations it shall forward to Harwich for review the proposed revisions. Whenever Chatham adopts a revision to its sewer use Regulations, it shall forward a copy of the revisions to Harwich within ten (10) business days of enactment thereof. Harwich shall adopt revisions to the Harwich Regulations that are consistent with and at least as stringent as those adopted by Chatham. Harwich shall forward to Chatham for review its proposed revisions within thirty (30) days of receipt of Chatham's revisions. Harwich shall adopt its revisions within sixty (60) days of receiving approval from Chatham of the content thereof or by any time as reasonably agreed to by the parties.
- c. Revisions by Harwich. Harwich shall forward a copy of any proposed revisions to the Harwich Regulations to Chatham for review and comment no later than forty-five (45) days prior to proposed adoption. Chatham shall provide comment to Harwich within fifteen (15) days of receipt. Harwich shall not enact any such revisions inconsistent with this Agreement.
- d. Review. The Parties shall periodically review their respective sewer use Bylaw(s) and/or Regulations and jointly draft and adopt amendments (which are equivalent in scope and stringency) when deemed necessary for the effective administration and operation of Chatham's or Harwich's pretreatment program or may be responsive to requirements of MassDEP or address other matters which Chatham or Harwich deem appropriate to maintain the System. This review shall be conducted not less than once every five (5) years. However, either Party may request a joint review whenever such party believes that a review is necessary.
- e. Compliance with Law. Each of the Parties shall comply with all applicable current and subsequent regulations of the U.S. E.P.A. and MassDEP relating to the administration, operation and control of the System during the term of this Agreement, and no party shall be liable for the act or neglect of the other. Chatham shall maintain compliance with the MassDEP permit requirements applicable to the WPCF and all federal, state, and local laws, water quality standards, orders and decrees of governmental authorities with jurisdiction over the treatment and discharge of wastewater. Chatham shall comply with any orders issued by governmental entities relating to the WPCF and shall pay any fines, penalties, or costs resulting from such enforcement actions without recourse to Harwich, except to the extent the violation is caused by flow entering the System from Harwich or other acts or omissions directly attributable to Harwich.

11. IMPLEMENTATION; ENFORCEMENT.

- a. Agency. As holder of Groundwater Discharge Permit #44-1 Chatham is responsible for complying with all conditions in said Permit. In order to ensure that flow entering the Harwich collection system does not place Chatham in a potential Permit violation, Harwich designates Chatham as an agent of Harwich for the purposes of implementation and enforcement of Harwich's sewer use Regulations against all users located in the East Harwich Service Area. Chatham may take any action under Harwich's sewer use Regulations that could have been taken by Harwich, including the enforcement of the Regulations in courts of law. Chatham shall have concurrent authority with Harwich to enforce its sewer use Regulation in Harwich. The foregoing authorization is not an abdication of Harwich's obligations to in good faith enforce this Agreement but in addition thereto. Harwich's Regulations shall indicate said designation of Chatham as a supplemental implementation/ enforcement authority. Notwithstanding the foregoing, Harwich shall have the responsibility of all collections related to users of Unmetered Flow. Harwich shall be required, regardless of the users' collection status, to pay Chatham on a quarterly basis for all Unmetered Flow.
- b. Duties. Chatham, on behalf of and as agent for Harwich, may, at its sole option, perform any and all technical and administrative duties necessary to implement and enforce Harwich's sewer use Regulations or its own sewer use Bylaw. Chatham may, at its sole option: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) take all appropriate enforcement action; and (5) perform any other technical and administrative duties the Parties mutually deem appropriate.
- c. Permitting. Under no circumstances may Harwich discharge any industrial waste or other waste requiring pretreatment into Chatham's wastewater treatment system until an industrial wastewater pretreatment permit (or modification to an existing permit) is issued by Chatham which allows such industrial waste discharges. Any future industrial user must apply for a permit in conformance with this Agreement and the controlling sewer use Bylaw. Chatham shall not unreasonably deny, delay or condition the granting of such an application.
- d. Right of Access. Harwich grants to Chatham the authority to access all parts of Harwich's sewer system which flow to the Connection Point and, as permitted by applicable law, all parts of the facilities of industrial users located within Harwich that contribute to Chatham's System, including the right to review and copy all records compiled by Harwich and, as permitted by applicable law, industrial users in relation to discharge activities, to periodically verify compliance with all applicable permits, orders, rules, Regulations and Bylaws, including pretreatment standards and requirements. On-site inspections and monitoring may be conducted (i) during business hours without prior notice or (ii) during non-business

hours with notification to the Harwich Police Department or Public Works Department.

- e. Restriction on Foreign Wastewater. Harwich shall not authorize the use of the Connection Point for the transmission of wastewater to the System generated by any source of wastewater that is not located in East Harwich Service Area.
- f. Violations. Industrial users of the system in Harwich, if any, shall be subject to enforcement action by Chatham for any violation of Harwich's or Chatham 's sewer use Bylaw or Regulations, or any applicable federal, state or local pretreatment regulation or standard, including, but not limited to, administrative orders, fines and penalties (up to such limits as may be then applicable under state and federal law), injunctive relief, and/or termination of sewer service; provided, however, that Chatham shall be entitled to implement the remedy of termination of sewer services only if any such violation by the industrial user results in a discharge which, in Chatham's sole determination, reasonably appears to present a danger or threat as described in Section (11)(g) of this Agreement.
- g. Emergencies. Notwithstanding anything to the contrary contained herein, Chatham shall have the immediate and effective authority, on its own behalf and as the agent of Harwich, to take emergency action to halt or prevent any discharge to the System which (i) presents or may present an imminent danger to the health or welfare of humans, (ii) reasonably appears to threaten the environment, (iii) threatens to cause to pass through sludge contamination or substantial interference with the appropriate operation of the System, or (iv) may result in a Permit violation.
- h. Costs. All costs and expenses (including, but not limited to, labor, equipment, attorneys' fees, etc.) incurred by Chatham in implementing and enforcing Harwich's sewer use Regulations against users of the System located in East Harwich shall be paid by Harwich upon issuance of a quarterly invoice by Chatham itemizing the same.
- i. Secondary Authority. If the authority of Chatham to act as agent for Harwich under this Agreement is questioned by an industrial or any other user, court of law, or otherwise, Harwich will take whatever action is necessary to ensure the implementation and enforcement of its sewer use Regulations against any of its users, including, but not limited to, implementing and enforcing its sewer use Regulations on its own behalf and/or amending this Agreement to clarify Chatham's authority.
- j. Natural Disasters. In the event of floods or other natural disasters that cause water flows in the System to exceed capacity limits and/or that result in an unsafe condition, and/or that cause, or threaten to cause, harm to the public health, the Parties shall cooperate fully and reasonably to resolve such capacity, safety and public health concerns in accordance

with the broad objectives of this Agreement and applicable laws and regulations.

12. ALLOCATIONS OF MAXIMUM FLOWS; FLOW CHARACTERISTICS.

- a. Maximum Flows. The annual average daily flow from the East Harwich Service Area shall be 300,000 gpd or less calculated on a 12 month rolling average. This represents 23.08% of the initial design average annual flow of the WPCF. Because the flow from Harwich will be pumped to the Chatham WPCF, Harwich is allowed 23.08% of other measured or calculated flows including, but not limited to, maximum 30 day average, peak day, and peak hour.
- b. Flow Characteristics. Harwich will not authorize, and Chatham shall exclude, wastewater flows into the System in excess of the rates of flow specified above for the East Harwich Service Area; provided, however, that before excluding flow from the East Harwich Service Area hereunder, a determination based on actual data over a period of at least twelve (12) months shall have been made that the average flow from the East Harwich Service Area shall have exceeded the limitation applicable thereto and Harwich shall have been given at least ninety (90) days prior written notice thereof. Chatham and Harwich shall take all reasonable steps to preclude the introduction into the System of wastewater having characteristics, including, but not limited to, BOD, TSS, Total Nitrogen, Nitrate Nitrogen, Turbidity, TOC, Oil & Grease, Sodium, not in accordance with the local limits in place from time to time as established by Chatham.

Local Limits shall be defined as follows:

1. BOD, TSS, Total Nitrogen – Harwich shall be allowed a share of the influent load planned for the WPCF that is commensurate with the flow from the East Harwich Service Area. Preliminary Design Memo M-1B defines the Chatham WPCF loads (Exhibit E).
2. Turbidity, Oil & Grease, TOC, and Nitrate Nitrogen – are expected to be similar to Chatham's influent.
3. Harwich shall not discharge into the Harwich or Chatham system waste originating from marine pumpout facilities, or other non-standard sources, without the prior written approval of Chatham.

13. METHODS OF DETERMINING FLOWS.

- a. East Harwich Service Area Flow, other than Unmetered Flow, shall be measured by a standard metering device to be located and installed at the Connection Point in the location indicated on Exhibit B. Unless replaced or changed pursuant to a future agreement between the parties, such standard metering device will consist of the following apparatus: One

Venturi Meter, a direct reading totalizer, indicator, and recorder-transmitter with instantaneous flow signal data transmitted to the Chatham Water Pollution Control Facility SCADA system on a continuous basis. Chatham shall be responsible for maintaining the SCADA system. Said apparatus shall be subject to the approval of Chatham, which shall not be unreasonably withheld.

- b. Chatham will cause the flow of wastewater from East Harwich to be measured and recorded on a continuous basis in the same manner as set forth in Section 13(a) above, so that the Total Flow (other than Unmetered Flow) and flow from East Harwich shall at all times be known.
- c. In the event any metering device fails to register or registers incorrectly the flow of wastewater, Chatham and Harwich will agree on an estimate (if an historic record is not available from earlier similar periods) of the period of time during which the metering device failed to register or registered incorrectly and the quantity of wastewater that would have been measured were the metering device operating correctly, and an appropriate adjustment based thereon shall be made in the wastewater flow to be used as the basis on which to determine Harwich's O&M Share.
- d. For billing purposes, Chatham shall read the metering devices at intervals of approximately thirty (30) days. Harwich, at its expense, shall periodically, but not less than twice each year (spring and fall), inspect, test and calibrate the Venturi metering device referred to in Section 13(a) and within 48 hours after any failure of the meter.
- e. Harwich recognizes that the System has a maximum permitted flow of One (1) MGD and that further there are portions of Chatham that still require connection to the System. Harwich, therefore, shall be entitled to no more than 300,000 gpd of permitted Flow into the System.

14. COLLECTION OF AMOUNTS PAYABLE.

- a. O&M Share. Within thirty (30) days after the end of each calendar quarter, Chatham will send a statement to Harwich showing, for the period since the beginning of the Fiscal Year to the end of such quarter, (a) East Harwich Flow, (b) the Total Flow, (c) O&M Expense incurred, (d) Harwich's O&M Share thereof and (e) the amount, if any, previously paid by Harwich on account thereof. Harwich shall remit payment of the balance due to Chatham within thirty (30) days of receipt of such statement.
- b. Harwich Project Share. Harwich shall pay the Harwich Project Share of the Project Costs. Such payments shall be based upon the payments actually made by Chatham pursuant to all financings and/or borrowings, including, without limitation, interest costs, in connection with the Project, but shall not include any amounts reimbursed to Chatham under

any federal or state grant program. Chatham will send a monthly statement to Harwich showing the amount actually paid to Chatham's lender. Harwich shall remit payment to Chatham within thirty (30) days of receipt of such statement.

- c. Construction Costs Following Early Termination. In the event of any termination of this Agreement prior to the Expiration Date, Harwich shall pay to Chatham the full amount of (i) Harwich's Project Share of the Project Costs for work actually performed and invoiced to Chatham and which remains unpaid as of the date of termination, (ii) Harwich's Project Share of the Project Costs for all then-remaining work to be performed in connection with the Upgrades resulting from Harwich's use of the WPCF and (iii) any other amounts owing hereunder. Such payment shall be made to Chatham within thirty (30) days of the date of notice of termination or, for work not yet performed at the time of the notice of termination, within thirty (30) days of the date of invoicing for work when it is actually performed. In the event that any payment due under this Section 14 is not received by Chatham within forty-five (45) days of Harwich's receipt of Chatham's statement, interest on the amount overdue shall accrue at the rates and in the manner as is charged to Chatham ratepayers who have amounts owed and past due. The provisions of this Section 14 shall survive any termination of this Agreement.
- d. Fees. Harwich shall be responsible for collecting, and Chatham shall be entitled to receive the proceeds from, the issuance and collection of sewer use and pretreatment fees and assessments, if any, as set forth in the controlling sewer use Bylaw or Regulations, as amended, from any and all contributing users located within Harwich. Harwich hereby covenants and agrees that East Harwich-based users of the System shall be subject to and responsible for the payment of such fees, including without limitation any special assessment or similar charge to the extent such fees, assessments or charges are also payable by Chatham-based users of the System, and that Harwich shall bill and collect said amounts and pay to Chatham, at no cost or expense to Chatham, all such amounts on a quarterly basis.

15. MATTERS SUBJECT TO CONFERENCE BETWEEN THE PARTIES.

Chatham and Harwich recognize and agree that they are both users of the System and contribute financially to the O&M Expense of the same, and that such use of the System and financial contribution to Chatham from Harwich shall be considered whenever such facts are pertinent to the observance and performance of this Agreement. Representatives of Harwich may be requested to attend any conference with Chatham where the matters discussed are or may be affected by such use and contribution or may affect such use and contribution. Further, Chatham and Harwich shall create an advisory board for the purpose of exchanging communication regarding the System. Such board shall consist of five (5) members, comprised of three (3) from Chatham and two (2) members from Harwich. The Chatham Town Manager shall serve as one of Chatham's

designated members and shall also act as chair. The board shall meet quarterly to discuss the status of the System and any major issues related thereto. The board shall be advisory in nature, and may make recommendations to Chatham with respect to proposed improvements or other modifications to the administration of the System, but shall not have the legal authority to require or direct that its recommendations be implemented. Each Town shall determine on their own, how to designate their remaining members of the board.

16. DISPUTE RESOLUTION.

Any disputes arising out of this Agreement shall be submitted to non-binding mediation performed by an independent mediator stipulated by Chatham and Harwich. A resolution reached in mediation shall in no way limit Chatham's power to enforce pretreatment standards and requirements directly against industrial users or other users located in Harwich, nor shall it preclude the parties from seeking other remedies against each other including without limitation proceedings in a court of competent jurisdiction. The cost of such mediation, except for the cost of each Party's direct representation, shall be shared equally between the Parties.

17. REMEDIES.

- a. Legal and Equitable Relief. The Parties acknowledge and agree that money damages may not be a sufficient remedy for any breach of this Agreement, that either Chatham or Harwich may be entitled to equitable relief (including, without limitation, injunction, specific performance and termination of this Agreement) as a remedy for any such breach or threatened breach, and that neither Party shall oppose the granting of any such relief to Chatham. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available to either Party for all damages, costs and expenses, including reasonable attorneys' fees, incurred by it in this regard.
- b. Waiver. No delay or failure to exercise a right resulting from breach of this Agreement shall impair such right or be construed as a waiver thereof, so that such right may be exercised from time to time and as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any provision contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

18. TERMINATION.

- 18.1 Either party may terminate this Agreement for convenience by providing at least five (5) years advance written notice to the other party, provided that such notice is delivered to the other Party on or after the Tenth Anniversary of this Agreement. All benefits and obligations under this Agreement will cease upon

the termination date set forth in such written notice. Upon the effective date of such termination, Chatham shall discontinue the services of its System, including collection and treatment of wastewater discharge, for any and all residential, industrial and other users located in Harwich. All users located in Harwich shall cease and desist discharging into Chatham's System upon Chatham's election to discontinue services. In the event of any termination of this Agreement prior to the Expiration Date, Harwich shall pay to Chatham the amount described in Section 14 hereof, in addition to any other amounts owing hereunder.

In the event that Chatham terminates this Agreement pursuant to this section, Chatham shall pay to Harwich the unamortized portion of the Capacity Purchase Fee remaining on the effective date of the termination in accordance with the following formula:

$((50 \text{ year WPCF Life}) \text{ minus } (\text{Year from Date of original agreement that Termination takes effect})) \text{ times } (\$135,300)$.

- Where \$135,300 is the Capital Purchase Fee divided 50.
- Payment to Harwich shall be reduced by \$135,300 per year up to the "Initiate Termination,, year 44 from the execution date of the original Agreement following renewal of said Agreement.

Example:

- Chatham Initiates Termination in Year 10 (notice not allowed prior to Year 10 per Agreement)
- Termination takes effect in Year 15 (Agreement requires 5 years minimum Notice)
- Therefore, Payment to Harwich = $(50 - 15) * \$135,300 = \$4,735,500$

Table below shows full schedule estimated for 50 year WPCF system life.

Initiate Termination at year (years from original agreement date)	Year Termination takes effect (5 years after "Initiate Termination,,)	Years remaining in WPCF Life	Payment to Harwich
10	15	35	\$ 4,735,500
11	16	34	\$ 4,600,200
12	17	33	\$ 4,464,900
13	18	32	\$ 4,329,600

14	19	31	\$ 4,194,300
15	20	30	\$ 4,059,000
16	21	29	\$ 3,923,700
17	22	28	\$ 3,788,400
18	23	27	\$ 3,653,100
19 ⁽¹⁾	24	26	\$ 3,517,800
20	25	25	\$ 3,382,500
21	26	24	\$ 3,247,200
22	27	23	\$ 3,111,900
23	28	22	\$ 2,976,600
24	29	21	\$ 2,841,300
25	30	20	\$ 2,706,000
26	31	19	\$ 2,570,700
27	32	18	\$ 2,435,400
28	33	17	\$ 2,300,100
29	34	16	\$ 2,164,800
30	35	15	\$ 2,029,500
31	36	14	\$ 1,894,200
32	37	13	\$ 1,758,900
33	38	12	\$ 1,623,600
34	39	11	\$ 1,488,300
35	40	10	\$ 1,353,000
36	41	9	\$ 1,217,700
37	42	8	\$ 1,082,400
38	43	7	\$ 947,100

39	44	6	\$ 811,800
40	45	5	\$ 676,500
41	46	4	\$ 541,200
42	47	3	\$ 405,900
43	48	2	\$ 270,600
44	49	1	\$ 135,300
45	50	0	\$ -

Notes:

1. Termination for convenience per the Agreement may not be initiated after year 19 without the renewal or renegotiation of the Agreement between Chatham and Harwich.

18.2.

- A. For any material breach of this Agreement, either party may terminate this Agreement by giving the other party written notice thereof with an effective termination date twelve (12) months after receipt of the notice to terminate and after providing an opportunity to cure such material breach. For purposes of this Agreement, a material Breach is defined as a substantial failure of a party to perform its duties or obligations hereunder which prevents the Agreement from being completed, alters the financial burdens of the Parties, or defeats the purpose of the Agreement.
- B. No failure or delay in any performance hereunder shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to an Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, breakage, or accident to machinery or line or pipes or binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not attributable to or within the control of the Party against whom the breach is alleged.
- C. It shall be deemed a material breach of this Agreement if sixty (60) days passes after which Chatham has sent to Harwich a written notice of overdue payment of any undisputed amount and Harwich does not pay same within ten (10) days after receipt of said overdue notice. It shall further be deemed a material breach of this Agreement if Harwich fails to timely adopt/revise Sewer Use Regulations as required by Section 10 or fails to timely fund, construct, maintain and repair the necessary effluent recharge infrastructure to redirect the Harwich flow to a suitable site in Harwich as required by Section 5 as triggered by notification from DEP that Chatham must re-direct effluent recharge.

19. NOTICES.

Whenever notice shall be required to be given pursuant to the terms of this Agreement, it shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Chatham:

Town Manager
549 Main St.
Chatham, MA 02633
With copy to Board of Selectmen

To Harwich:

Town Administrator
732 Main St.
Harwich, MA 02645
With copy to Board of Selectmen

20. MISCELLANEOUS.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to implementation and enforcement of a pretreatment program to control wastewater discharges from all industrial users of the System.
- b. Periodic Review. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.) and rules and regulations (see 40 C.F.R. Part 403) and the rules and regulations of the DEP, as necessary.
- c. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional documents or instruments (including easements and other rights in land), in recordable form as appropriate, shall provide other assurances, shall make any necessary applications or filings and submit any records or data to any regulatory body, governmental entity or agency having jurisdiction as necessary to obtain any additional permits, licenses and approvals required, and shall do any and all acts and things reasonably necessary to carry out the intent of the Parties hereto and to confirm the continued effectiveness of this Agreement. Without limiting the foregoing, the Parties agree to amend their respective facilities plans as necessary in connection with any change in applicable industrial pretreatment requirements.
- d. Industrial User Contracts. Nothing in this Agreement precludes Chatham from entering into direct contracts with users located in Harwich establishing wastewater discharge restrictions and pretreatment

requirements that are at least as stringent as those provided for in Harwich's sewer use Regulations.

- e. Relationship. This Agreement does not create a fiduciary relationship between the Parties. Nothing in this Agreement is intended to constitute either Party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose.
- f. Modification. No modification, alternation, amendment or waiver of any provision of this Agreement shall be effective or binding on either party unless mutually agreed to in writing by the Parties.
- g. Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit construe or describe the scope or intent of any provisions of this Agreement nor in any way affect this Agreement.
- h. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, which shall also be determinative in any litigation in connection with, or enforcement of this Agreement.
- i. Severability. If any term of this Agreement is held to be invalid in any judicial action, it shall be severed from this Agreement and the remaining terms will be unaffected.
- j. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against any or all of the Parties.
- k. Binding Effect. The terms, covenants, and conditions contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns and any person or persons, natural or corporate, claiming through or under them, or any of them.
- l. Assignment. No assignment of this Agreement or any Party's rights, interests or obligations hereunder may be made without the other Party's consent, which shall not be unreasonably denied, withheld, delayed or conditioned.
- m. The obligation of Harwich to pay Chatham the Capacity Purchase Fee and its proportionate share of the improvements to the System required to deliver wastewater to the WPCF, including the construction of conveyance infrastructure, shall be subject to appropriation. Notwithstanding the legal requirement for an appropriation, any failure of Harwich to pay any sum due hereunder to Chatham in a timely basis shall constitute a material breach of the terms hereof for purposes of Article 18.2.

[Signature page follows]

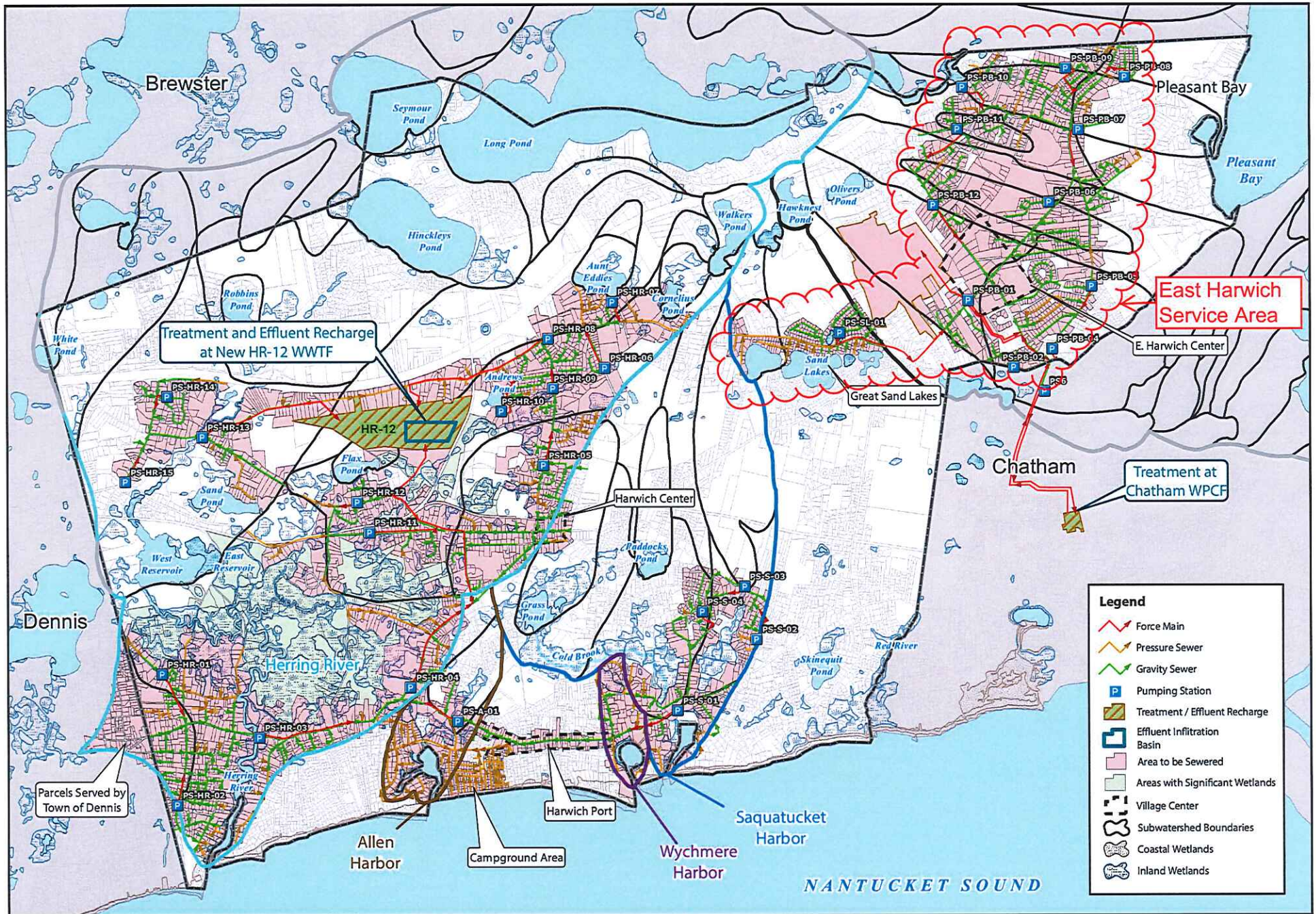
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and their respective seals to be affixed as of the dates given below.

Board of Selectmen, Town of Chatham

Board of Selectmen, Town of Harwich

Exhibit A

East Harwich Service Area

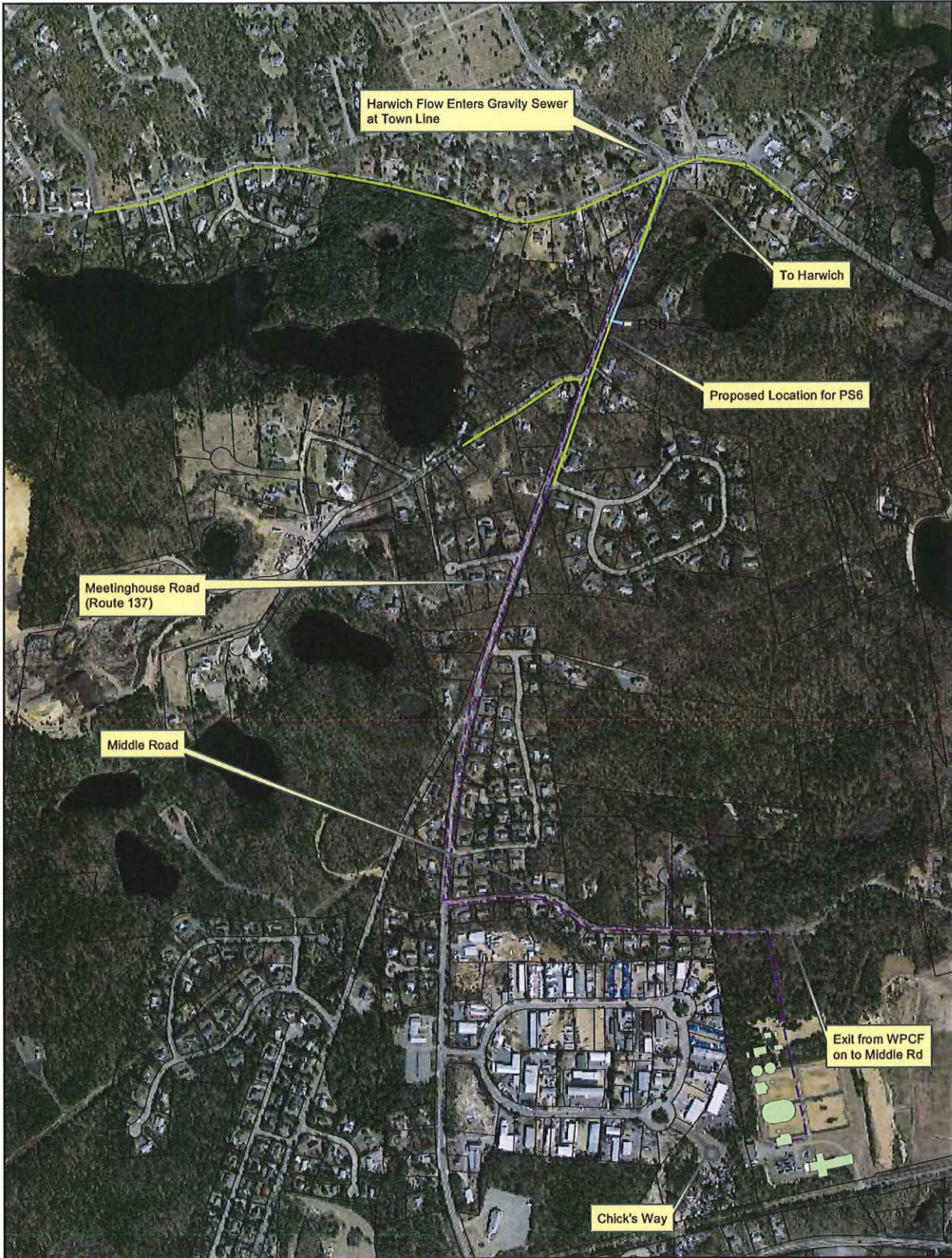


Town of Harwich
Comprehensive Wastewater
Management Plan

Figure 13-1
Recommended Areas to be Sewered



Exhibit B
Connection Point



Legend

- | | | |
|------------|---------------|---------------|
| Force Main | Gravity Sewer | Manholes |
| 10" — | 8" — | ● |
| | 12" — | New Buildings |
| | | ■ |



Paper Size ANSI B



CDM Smith Inc.
 Harwich Comprehensive
 Wastewater Management Plan
**Site 6 Gravity
 and Force Main Extents**

Job Number | 86-14969
 Revision | A
 Date | 11 Jun 2012

Figure 5

Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane Massachusetts Mainland FIPS 2001 Feet
 © 2012. While every care has been taken to prepare this map, GHD (and DATA CUSTODIAN) make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and cannot accept liability and responsibility of any kind (whether in contract, tort or otherwise) for any expenses, losses, damages and/or costs (including indirect or consequential damage) which are or may be incurred by any party as a result of the map being inaccurate, incomplete or unsuitable in any way and for any reason.
 Data source: Data Custodian, Data Set Name/Title, Version/Date. Created by arucha
 1545 Iyannough Rd Hyannis MA 02601 USA T 774-470-1630 F774-470-1631 E hyamail@ghd.com W www.ghd.com

Exhibit C

O&M Expenses


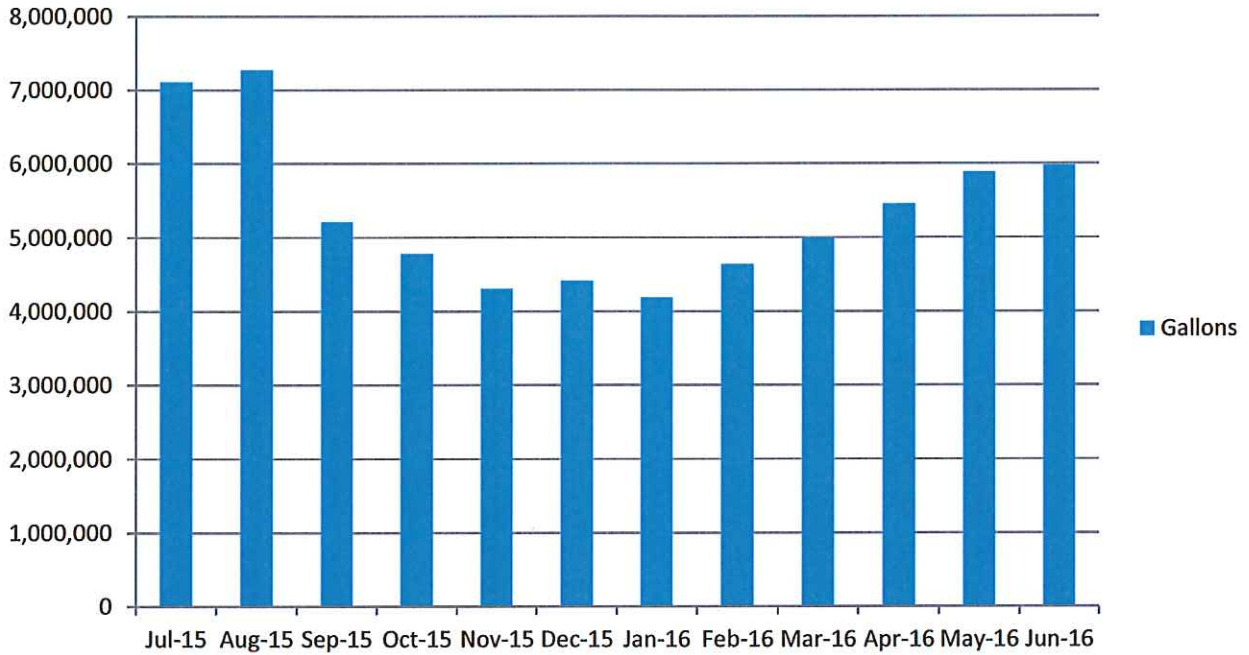
Department Detail								
		FY 2018 Budget	Dept - 443 Sewer		Department Detail			
		FY 2015 Actual	FY 2016 Actual	FY 2017 Budget	FY 2017 YTD 12/31/16	FY 2018 Dept Req	Supplemental Request	FY 2018 Town Manager
5110	Regular Wages	22,884	27,021	22,753	10,971	23,910	-	23,910
5120	Temporary Wages	-	-	-	-	-	-	-
5130	Overtime	-	-	-	-	-	-	-
5141	Longevity	-	-	-	-	-	-	-
	Personnel Services	22,884	27,021	22,753	10,971	23,910	0	23,910
5200	Purchase of Services	-	8,083	500	-	500	-	500
5203	Testing	17,261	17,225	20,000	9,259	20,000	(1,500)	18,500
5209	Electric WWFT	106,099	116,207	140,000	69,713	140,000	(8,000)	132,000
5210	Electric-Pump Station	37,511	35,168	45,000	16,658	45,000	4,000	49,000
5212	Gas Heat	35,528	24,709	40,000	3,603	40,000	(2,700)	37,300
5249	Plant Maintenance	107,763	100,603	90,000	63,935	90,000	30,000	120,000
5289	Solid Waste Disposal	26,537	32,831	26,000	14,066	26,000	16,000	42,000
5307	Contract Services	487,630	497,410	507,190	252,780	516,970	-	516,970
5312	Traffic Control/Public Safety	6,584	7,958	5,000	5,786	5,000	5,400	10,400
5317	Professional/Legal/Consulting	7,630	3,652	5,000	1,874	5,000	-	5,000
5340	Telecommunications	-	-	500	-	500	(500)	-
5343	Advertising	129	185	500	-	500	-	500
5344	Printing	420	-	100	-	100	-	100
5345	Postage	183	47	100	-	100	-	100
5400	Operational Supplies	585	2,643	500	-	500	-	500
5420	Office Supplies	212	416	250	577	250	-	250
5430	Building & Grounds Maintenance	-	175	500	-	500	-	500
5432	Chemicals	36,696	34,308	30,000	19,287	30,000	6,000	36,000
5481	Vehicle & Equipment Maint	9,999	6,028	4,800	2,705	4,800	1,500	6,300
5705	Meetings/Dues & Travel	189	-	250	-	250	-	250
5800	Capital Outlay-Operating	-	-	200	-	200	(200)	-
5805	Ground Water Monitoring	23,806	20,850	24,000	-	24,000	-	24,000
	Expenses	904,761	908,498	940,390	460,243	950,170	50,000	1,000,170
	Total Sewer	927,645	935,518	963,143	471,214	974,080	50,000	1,024,080

Exhibit D
WPCF Flow

Total Monthly Effluent Flows July 2015 to June 2016



Average Daily Effluent Flows July 2015 to June 2016

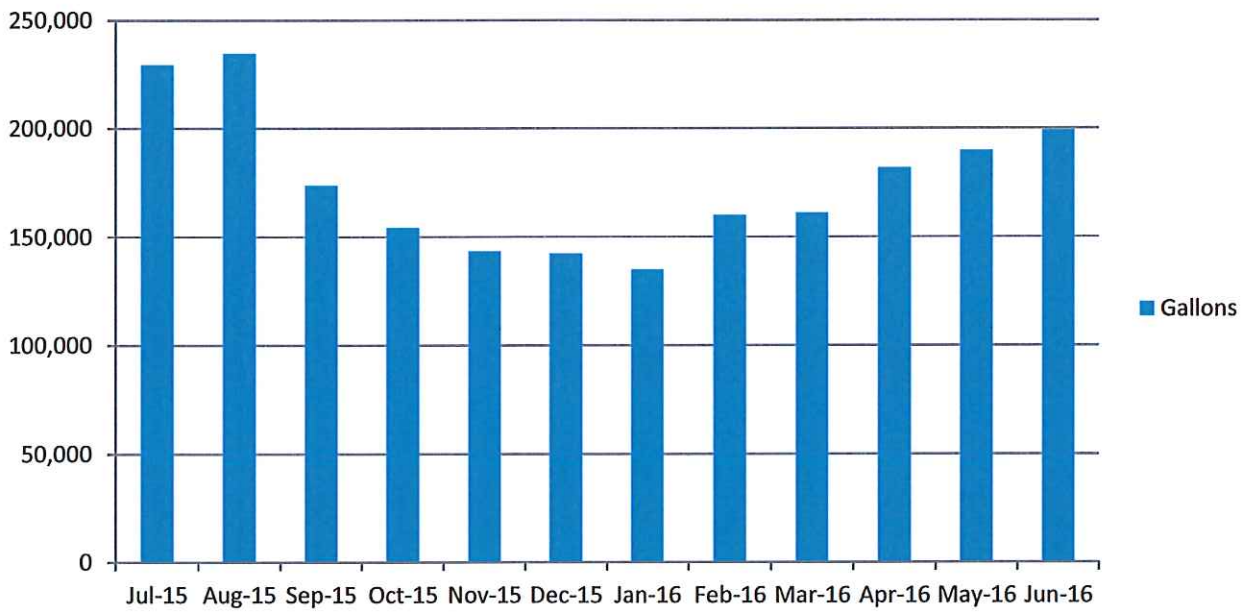


Exhibit E

Draft Preliminary Design Memorandum M-1B Flows and Loadings



From: J. Jefferson Gregg, P.E.
Date: April 21, 2006
Re: Chatham, MA Preliminary Design
Flows and Loadings

Purpose of Memo

The purpose of this memorandum is to summarize the development of wastewater flows and loadings for the Town of Chatham (Town) to be used in the preliminary design of wastewater facilities.

Average Wastewater Flows Development

To remain consistent with the facilities planning process to date and the Massachusetts Estuaries Project Efforts, the Town's existing water consumption data has been used as the basis for the future Wastewater Treatment WWTF design flows and loadings.

The following is a summary of the Town's water data analysis and how it is being applied to this project:

1. 2002-2003 Water data (provided by the Town – summer to summer, and used as part of the Massachusetts Estuaries Project (MEP)). Currently approximately 90 percent of the Town is on public water.
2. Ninety percent reduction applied to convert water use to wastewater generation (facilities plan, and MEP). This 90% reduction is based on an analysis of the wastewater flows to the existing Chatham WWTF.
3. Calculated average water use per parcel for those parcels without known irrigation systems, as identified by Town.
4. Actual water data was used where available, if no water data was available the following approach was used:
 - a. Average water use for single family home was estimated to be 120 gpd/parcel (rounded to two significant figures). Estimations based on the parcel by parcel analysis.
 - b. For non-single family homes, estimated water use assigned to these parcels was based on the average water use of parcels with the same state class code (similar property type).
 - c. Build-out parcels (future) were assigned 120 gpd/parcel.
5. Build-out projections based on the approach established as part of the facilities planning effort and accepted by the Town and Cape Cod Commission (CCC).



6. Existing developed-properties wastewater flow compared to projected build-out flow, and the higher of the two values used.

7. Additional build-out criteria used, as agreed upon with the Town:

- Residential properties are redeveloped to full extent based on current zoning.
- Commercial and Industrial, vacant-developable land is converted to residential.
- All other existing uses remain the same.
- Maps were reviewed with the Town and site specific modifications were made.

Wastewater Flows and Peaking Factors

Table 1 presents the average flows seen at the existing Chatham wastewater treatment facility, generated from the existing collection system.

TABLE 1

EXISTING WWTF FLOWS (2002-2005)

CONDITION	FLOW (MGD)
Average Flow	0.10
Minimum Month Flow	0.07
Maximum Month Flow	0.16

Water use and wastewater flow peaking factors were evaluated and compared to TR-16. The peaking factors considered for the preliminary design are presented in Table 2. As part of the evaluation, both the wastewater flows recorded at the existing WWTF and the drinking water well pumping records were evaluated for the following reasons:

- The limited size of the existing collection system may not be representative of the Town demographics.
- Existing WWTF peaking factors may represent a more year round population and might not be representative of the entire Town (if sewerred).
- Town water supply well pumping records are more likely to show the seasonal impacts of the entire Town.
- Well pumping records also reflect higher peak pumping rates in the summer because of additional uses like car washing, lawn irrigation, etc, and therefore would require downward adjustments to the wastewater estimate.
- Well pumping does not equate to 100% wastewater generation, and therefore should not be considered as the sole means of estimating peaking factors.

Therefore, peaking factors falling between those seen at the WWTF and from the well pumping records were considered as a reasonable approximation of those for a Townwide system and were compared to estimated TR-16 values, for validation purposes. The peak day and peak hour estimates



were well within the range recommended by TR-16. TR-16 does not have estimates for summer average, minimum month or maximum month flows.

TABLE 2
PEAKING FACTORS

CONDITION	EXISTING WWTF ⁽¹⁾	TR-16 ⁽⁵⁾	PROPOSED
Minimum Month	0.7		0.5
Summer Average ⁽²⁾	1.3		1.6
Maximum Month ⁽³⁾	1.6		1.9
Peak Day ⁽⁴⁾	1.8	2.1	2.2
Peak Hour		3.4	3.4
Notes: 1. Based on 2002 through 2005 data 2. Three month average (June, July, and August) divided by average annual 3. Maximum month divided by average annual 4. Peak day divided by average annual 5. TR-16 estimates based on average annual flow of 1.5 mgd			

Summer average flows during the years 2002 through 2005 were evaluated for June through August, June through September and July through September. The highest average summer flow occurred during the June through August period, although all three periods yielded similar results.

Table 3 presents the Townwide wastewater flow estimates. Existing average annual flow and build-out flows are based on the previously agreed upon approach. Peaking factors are then applied to calculate the remaining build-out flows. Build-out is considered the design conditions for this project.

TABLE 3
TOWN-WIDE FLOW ESTIMATES
(not including I/I)

CONDITION	FLOW (MGD)
Existing (2003) Average Annual Flow ⁽¹⁾	1.0
Build-out (BO) Average Annual Flow	1.3
BO Summer Average Flow	2.1
BO Minimum Month Flow	0.86
BO Maximum Month Flow	2.5
BO Peak Day Flow	2.9
BO Peak Hourly Flow	4.5
Note: 1. Calculated flow based on 2002-2003 water data and existing Town wide land use and units based on 2004 Town assessors data.	



The future Chatham collection system will be a new system over very significant areas of Town. The new gravity PVC sewers and manhole joints and covers will be gasketed. Portions of the Town will be low pressure sewers. All new connections will be wye-connections with new laterals to the house, and no roof leaders or sump pumps and/or foundation drain connections will be allowed under any condition. In addition, public education programs should be employed to prevent illegal connections. Because of this, inflow is expected to be negligible.

Table 4 summarizes the projected Infiltration and Inflow (I/I) estimates for the collection system. The "startup" condition is based on the existing collection system and an infiltration rate of 500 gpd/in-mile (based on TR-16). I/I was calculated based on the preliminary sewer layouts developed at the time of this memorandum, and based on 8-inch diameter pipe, and using an I/I rate of 500 gpd/in-mile. I/I for laterals is based on 500 gpd/in-mile for approximately 5,100 4-inch connections each approximately 80 feet long. Estimated length based on Town-wide average distance of building to property line based on GIS information. Although 500 gpd/in-mile is on the high end of the TR-16 range for just infiltration, for this preliminary design it will be used to represent infiltration and inflow.

TABLE 4
INFILTRATION / INFLOW ESTIMATE

CONDITION	FLOW (GPD)
Existing Collection System	20,000
Preliminary Gravity Sewer Layout	350,000
Laterals (All Phases)	160,000
Total	530,000

The proposed sewer areas presented in Table 4 are based on future areas of Town to be sewered as presented in a memorandum to the Town dated June 7, 2005 and entitled Wastewater System Implementation Capital Improvement Planning Items.

Once the proposed sewer layouts are finalized, the estimated I/I values will be adjusted. At this time, the lengths of pressure sewers and gravity sewers have not been finalized. I/I values are not peaked and represent the condition of maximum I/I occurring under any flow condition.

Table 5 presents the proposed WWTF design flows, which are the total of the Townwide flows under build-out conditions presented in Table 3 and the I/I flows presented in Table 4.



TABLE 5

TOTAL PROPOSED WWTF DESIGN FLOWS ⁽¹⁾

CONDITION	FLOW (MGD)
Startup Minimum Month Flow	0.08
Average Annual Flow	1.9
Average Summer Design Flow	2.7
Minimum Month Design Flow	1.2
Maximum Month Design Flow	3.1
Peak Day Design Flow	3.5
Peak Hourly Design Flow	5.1
Note: 1. Includes I/I	

Maximum month flows and loadings will be critical for meeting any effluent nitrogen limit. Peak flows are also critical for process design and hydraulic considerations and effluent disposal. Also, with continued reconstruction of homes in Chatham, it is quite possible that a higher proportion of year-round residents may eventually reside in Town. However, such projections are not available at the time of this technical memorandum, so for planning purposes the present distribution of seasonal and year-round properties (outside of the projected growth due to Build-out) would remain the same in the future. To minimize the impact of future conversion of seasonal to year round homes, the facility will also consider a summer average flow rate and loading, which would account for the majority of the potential residential sewer users in the future. However the fact that the facility will be designed around maximum month and peak day conditions will address this increase in flow and loading.

Development of Loadings

Table 6 presents TR-16 factors for loading variability.

TABLE 6

TR-16 LOADING FACTORS

CONDITION	MAXIMUM MONTH	PEAK DAY
BOD	1.14	1.8
TSS	1.3	2.1



Table 7 presents the existing loadings for the Chatham WWTF (2002-2005).

TABLE 7
EXISTING WWTF FLOWS AND LOADINGS (2002-2005)

CONDITION	AVERAGE	MINIMUM MONTH	MAXIMUM MONTH
Flow, mgd	0.1	0.08	0.16
BOD ₅ , lb/day	180	70	420
TSS, lb/day	180	80	300
TKN, lb/day	30	10	60
Ammonia, lb/day	20	< 10	40
Note: Flows and loadings represent a 4 year average (through October 2005) Rounded to two significant figures			

Table 8 presents the flows and loads for the entire WWTF (Phase 1 and 2). Loadings were based on concentrations currently seen at the existing WWTF, increased with build-out estimates, and TR-16 factors were applied for Maximum Month and Peak Day conditions for TSS, and BOD.

TABLE 8
WWTF DESIGN FLOWS AND LOADINGS

CONDITION	STARTUP ⁽³⁾	AVERAGE ANNUAL	DESIGN SUMMER AVERAGE	MINIMUM MONTH	MAXIMUM MONTH	PEAK DAY	PEAK HOUR ⁽²⁾
Flow, mgd	0.08	1.9	2.7	1.2	3.1	3.5	5.1
BOD ₅ , lb/day ⁽¹⁾	100	3,200	6,200	1,400	7,400	8,500	-
TSS, lb/day ⁽¹⁾	160	3,400	5,900	2,200	7,000	8,100	-
TKN, lb/day	20	600	900	200	1,100	1,300	-
Ammonia, lb/day	10	400	600	100	800	900	-
Notes: 1. BOD and TSS loadings for Maximum Month and Peak Day adjusted based on recommended Loading Factors listed in Table 8. 2. Peak Hour loadings not calculated. 3. Start-up loadings based on 2005 data.							

For design purposes, seasonal correlations were developed showing under what temperature conditions the facility might see its maximum loading conditions. This impacts the sizing of the facility.



TABLE 9

SEASONAL CORRELATION OF FLOWS AND LOADS

SEASON	DESIGN FLOW	DESIGN LOAD	DESIGN AVERAGE MONTHLY TEMPERATURE (DEGREES C)
Dec-Feb	Use Min. Month	Use Min. Month	7
March-May	Use Average Design Flow	Use Average Design Flow	10
June-Aug	Use Max Month	Use Max Month	20
Sept-Nov	Use Average Design Flow	Use Average Design Flow	16

WWTF Phasing

Preliminary design of the WWTF is based on two phases, based on a preliminary division of the Town to address potential sewerage options. Phase I flows would cover portions of the Town located generally south of Route 28, and Phase II would encompass the remaining areas of Town.

Table 10 summarizes the approximate flow split.

TABLE 10

PHASED WWTF DESIGN FLOWS ⁽¹⁾

CONDITION	PHASE I FLOWS (MGD)	PHASE II FLOWS (MGD)
Startup Minimum Month Flow	0.08	0.8
Average Annual Flow	1.3	1.9
Average Summer Design Flow	1.8	2.7
Minimum Month Design Flow	0.8	1.2
Maximum Month Design Flow	2.1	3.1
Peak Day Design Flow	2.3	3.5
Peak Hourly Design Flow	3.5	5.1
Note: 1. Includes I/I		



Other Flow Considerations

1. Future Harwich Sewer Extensions:

The Town is currently in discussions with the Town of Harwich regarding the possible extension of any proposed collection system into Harwich. This would require an inter-municipal agreement between the two Towns establishing the quantity of flow and other requirements. No flow estimate is available at this time, and the ultimate ability of Chatham to extend sewers into Harwich will be dependant on the effluent disposal capacity of the Town of Chatham.

2. Septage:

As identified in the 1999 Needs Assessment Report (Table 5-8), "Septage and grease are treated in the sludge holding tanks and the decant liquid and belt filter press filtrate from these flows have minimal contributions to the wastewater treatment process." Therefore for this analysis concentrations from septage are considered to have minimal impact on the new WWTF. Also, the Town of Chatham only receives septage from the Town, therefore as more of the Town is sewerred, an even smaller portion of the wastewater flow stream will originate from this source. However, the septage will be considered in the sludge processing and disposal calculations.

MONOMOY REGIONAL SCHOOL DISTRICT BUDGET

ARTICLE 5: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to pay for the Monomoy Regional School District Assessment for Fiscal Year 2018. A portion of the appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. Chapter 59, Section 21C (Proposition 2 ½) the amounts required to pay the Capital Exclusion portion of said appropriation under this article, and to act fully thereon. By request of the Monomoy Regional School Committee and Superintendent. Estimated cost: \$24,787,671.

AMEND THE CODE OF THE TOWN OF HARWICH GENERAL BY-LAWS – BY
ADDING NEW SEWER USE BY-LAW CHAPTER 295

ARTICLE 13: To see if the Town will vote to add a new Chapter 295 to the General By-Laws entitled Sewer Use General By-Law to be added to the Code of the Town of Harwich, governing the establishment, construction and operation of a wastewater collection and treatment system, and to act fully thereon. By request of the Board of Selectmen.

TOWN OF HARWICH SEWER USE BY-LAW

The Town of Harwich hereby establishes the following sewer use bylaw (Bylaw) governing the use of the wastewater collection system in Harwich, County of Barnstable, Commonwealth of Massachusetts.

While this Bylaw will apply to the wastewater collection system throughout the town it has been specifically developed herein for the wastewater collection system to be implemented in the Pleasant Bay Watershed area of Harwich. Wastewater collected in this area will be conveyed to the Town of Chatham wastewater treatment facility. As part of this Bylaw, the sewer governance board shall establish Rules and Regulations and from time to time modify said Rules and Regulations as authorized by Massachusetts General Laws Chapter 83, Section 10.

In addition to the civil penalties set forth in Massachusetts General Laws Chapter 83, Section 10, any violation of the Rules and Regulations hereinafter enacted by the sewer governance board, as they may be amended from time to time, may be enforced pursuant to Article 1, Violations and Penalties, of the Code of the Town of Harwich. When enforced through the non-criminal disposition procedures set forth in Section 1-2 of said Code, the penalty for each violation of the Rules and Regulations shall be \$300.00.

Purpose: The purpose of this Bylaw, and the subsequent Rules and Regulations, is:

- a) To establish the technical and administrative procedures for making connections to the sanitary sewer system including standards of materials and design;
- b) To establish requirements, restrictions, and controls on the quantities and quality of what may be discharged to the sanitary sewer system; such as discharges that may:
 1. Interfere with the operation of the sewer system, pumping station or publicly owned treatment works (POTW) in any way;
 2. Pass through the POTW, to the groundwaters, inadequately treated effluent that may cause contravention of standards for these waters or surface waters or cause violation of the POTW's Groundwater Discharge Permit (GWDP) or negatively impact the watershed into which treated effluent is discharged;
 3. Reduce the opportunity to reclaim or recycle treated wastewater and/or sludge from the system;

4. Increase the cost or otherwise hamper or limit the disposal of sludges and other residuals;
 5. Endanger municipal employees or the public;
 6. Cause, directly or indirectly, any public nuisance conditions;
- c) To prevent new sources of inflow and infiltration (I/I) and eliminate private source inflow;
 - d) To provide for equitable distribution to all uses of the POTW, all costs associated with the collection, transmission, treatment, and residuals disposal, and to provide for the collection of such costs; and
 - e) To provide for the orderly planning of sewer systems' and treatment systems' components to improve the health and environmental quality of the Town of Harwich and its people and resources while discharging wastewater in the Chatham Sewer System.

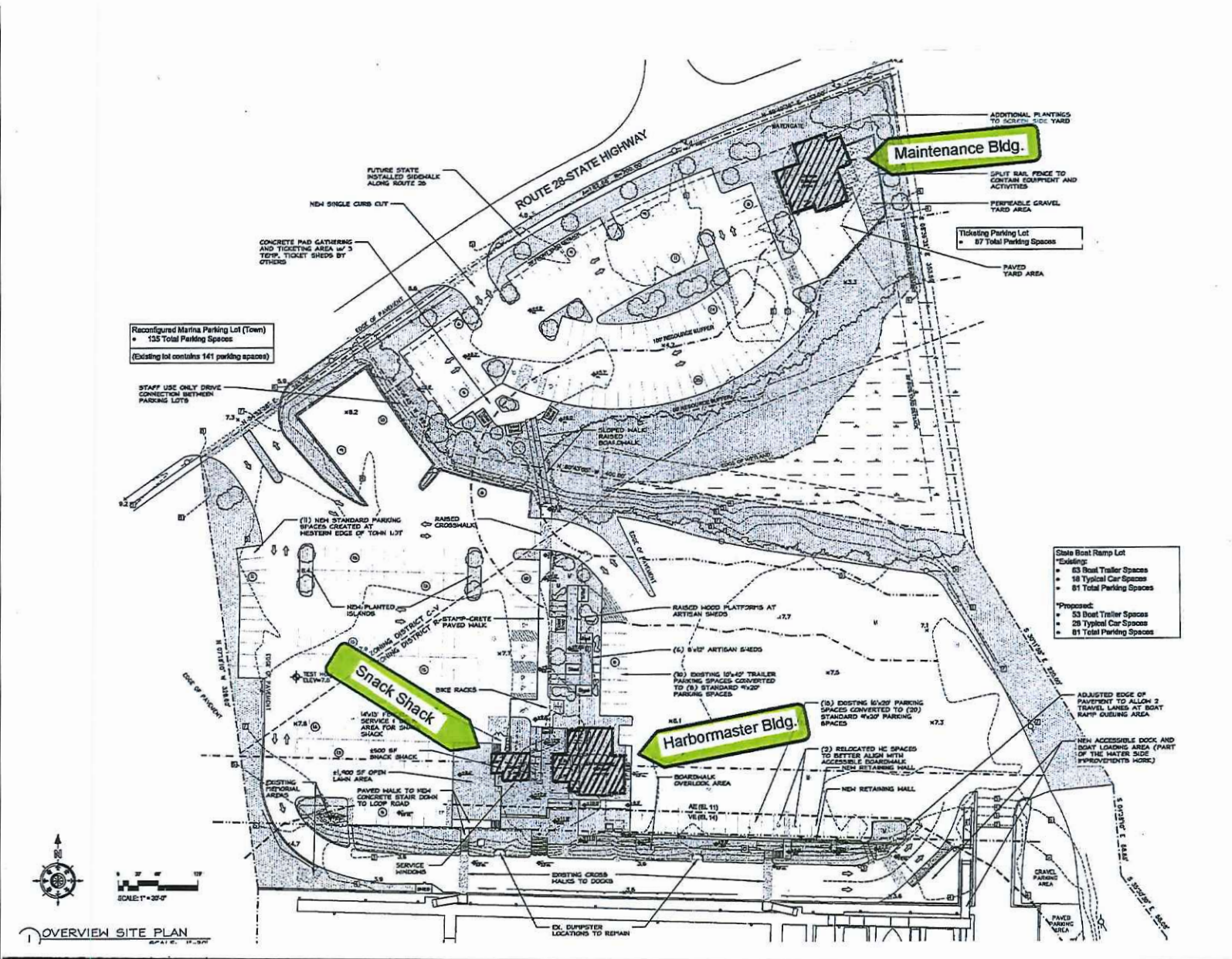
The established Rules and Regulations will be part of the contract with every person who discharges wastewater into the Town of Chatham Sewer System from the East Harwich area, and governs the relationship between the Town of Harwich and its consumers, contractors and/or developers, and all other persons who install sewers, discharges wastewater, is connected into the sewer system or applies for a connection to the sewer system.

Explanation: The Town's Inter-Municipal Agreement with Chatham calls for Harwich to promulgate and utilize Sewer Use Regulations that are compatible with the regulations in place in the Town of Chatham. The Massachusetts Department of Environmental Protection calls for these regulations to be in place as part of the functioning of the wastewater treatment facility. The Sewer Use Regulations are designed to be dynamic in the sense that general elements will be included in the regulations with discretion given to the governing body to create or modify regulations on more specific detailed interconnection activities such as pipe size and design elements to facilitate compatibility with the existing technology of the current Chatham facility.

FUND THE CONSTRUCTION OF THE SAQUATUCKET HARBOR LANDSIDE
RENOVATIONS

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the construction of Saquatucket Harbor landside renovations, to include a new Harbormaster Office building, a leased snack shack, six rented seasonal vendor shacks, a boardwalk with viewing areas that overlook the marina, and a passenger boat ticket office area for booths and a Harbormaster Department maintenance facility building on the former Downey Property. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. Chapter 59, Section 21C (Proposition 2 ½) the amounts required to pay the principal of any interest on any borrowing authorized under this article, and further authorize the Board of Selectmen to accept any State, Federal or private grant monies available for this purpose, and to act fully thereon. By request of the Harbormaster.
Estimated cost: \$3,000,000

Explanation: In October 2014, the Board of Selectmen established the Saquatucket Development Committee with a charge to develop a conceptual site plan that integrated the newly purchased 2.2 acre Downey property with the 5.2 acre Saquatucket Harbor property for the purpose of supporting the expansion of the municipal marina, encouraging the restoration of degraded wetland and river frontage and providing options for increased economic development. Seeking input from all interested citizens and groups at numerous public meetings, the resulting proposed plan improves the safety of public access, improves the efficiency of harbor operations, and enhances the character, beauty, and attractiveness of the harbor for boaters and non-boaters alike. Also included in the plan are a new facility septic system, creative landscaping, and the addition of much needed vehicle parking spaces (approx. 80).





TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: March 22, 2017

RE: FY 18 Vehicle Replacement Requests

Attached please find the DPW's FY 18 through FY 29 vehicle replacement plan with supporting documentation. Although I provide this material to the Capital Outlay Committee each year, I do not know whether the Board has had an opportunity to review it.

The attached vehicle replacement plan is broken into two parts: page one represents registered DPW vehicles with anticipated replacement dates while page two represents vehicles / equipment with no replacement planned in the foreseeable future. The first page consists of 38 pieces of equipment with an approximate replacement value of \$4,040,000 spread out over 12 years. The second page list 22 registered pieces of equipment with an estimated replacement value of \$755,822. Each year I meet with our Vehicle Maintenance Manager and other Division Managers seeking their input as to their needs when developing the replacement plan. Inevitably it becomes front loaded (they have more requests than I feel is reasonable to ask for) and I attempt to smooth the cash flows out at around \$300,000 per year. Obviously this replacement plan is a fluid document that changes as vehicles age at different rates and funding fluctuates.

The capital equipment request for vehicles in FY 18 is \$390k and includes the replacement of a 2000 L90C Volvo front end loader, the replacement of a 1996 Ford Tractor and the purchase of a new 100 yard ejector trailer to assist in handling the Town's C&D. The request to replace the 2000 front end loader at the Disposal Area is due to it having over 33,000 hours on it, the equivalent of approximately 1,650,000 road miles. Last year we spent \$15,877 in parts, not including labor, keeping this loader operational and feel it has reached the end of its useful life. The request for a new C&D trailer is to augment the two existing trailers and improve operational efficiency. A third C&D trailer would alleviate the need to haul a full trailer immediately and allow more flexibility in managing the Town's C&D waste. These two pieces of equipment support Disposal Area operations and the associated revenue, which was a record \$2.5 M last year.

The request to replace the 1996 Ford Tractor is for two reasons: One is that it is rusting apart from 20 plus years of pulling our Surf Rake on the beaches – the second reason is our need for a road side swing arm mower attachment to utilize the tractor during the off seasons for road side mowing. This tractor is used daily from May through the end of September pulling the Surf Rake to clean the beaches. Currently we use our Holder tractor (the small orange machine that you may have seen clearing the sidewalks of snow) with a swing arm mower to cut vegetation on the sides of the roads. Unfortunately, the Holder's swing arm is relatively light duty due to the compact size of the machine and breaks constantly. We have spent \$14,112 in parts over the last two years maintaining just the mower attachment. Purchasing a new tractor with a heavy duty swing arm attachment to be utilized off season for road side mowing appears to makes fiscal sense over continuing to repair our McConnell mower.

Thank you for your consideration in these matters. Please contact me with any questions you may have.

Attachments: Vehicle Replacement Plan
Repair Records

Cc: Chris Clark, Town Administrator

DEPARTMENT OF PUBLIC WORKS VEHICLE REPLACEMENT PLAN - FY18

DIVISION UNIT #	DEPT	MODEL YEAR	MAKE/DESCRIPTION	VIN #	MILEAGE OR HOURS	REGISTRATION NUMBER	REPLACEMENT VALUE	CONDITION	REP. DATE	ANNUAL COST
L90C	LANDFILL	2000	VOLVO LOADER	L90C63588	33065	M-40991	\$200,000	POOR	2018	
26	HIGHWAY	1996	FORD TRACTOR/MOWER	042369B	6109	M-56128	\$115,000	POOR	2018	
	LANDFILL		C&D TRAILER			ADDITION TO FLEET	\$75,000		2018	\$390,000
16	CEMETERY	2006	FORD F-350 DUMP TRUCK	1FDWF37P56EC60401	91815	M-70865	\$75,000	POOR	2019	
7	HIGHWAY	1999	STERLING DUMP TRUCK	2FZHDLBB0XAB07870	53043	M-49240	\$175,000	FAIR	2019	
23	PARK	2008	FORD F-350 DUMP TRUCK	1FDWF37RX8EE42440	53700	M-81605	\$75,000	FAIR	2019	
30	HIGHWAY	2007	JOHNSTON SWEEPER BODY	1FVAB6BV97DW94947	36708	M-63572	\$100,000	GOOD	2019	\$425,000
PT1	LANDFILL	2009	GREAT LAKES PUP TRAIL	1G9CD24299S139057	N/A	M-81604	\$40,000	FAIR	2020	
18	HIGHWAY	2007	FORD F-250 PICK UP	1FTWF31P67EA47004	116957	M-70858	\$60,000	GOOD	2020	
C&D1	LANDFILL	2008	STECO TRAILER	5EWES452381254380	N/A	M-81236	\$75,000	GOOD	2020	
C&D2	LANDFILL	2008	STECO TRAILER	5EWES452581254381	N/A	M-57247	\$75,000	GOOD	2020	\$250,000
L90E	LANDFILL	2005	VOLVO LOADER	L90EV66897	21252	M-74409	\$225,000	FAIR	2021	
28	BLDG MAINT	2006	FORD VAN	1FTNE24L36DB04412	70737	M-66972	\$50,000	GOOD	2021	\$275,000
3	HIGHWAY	2005	PETERBILT DUMP TRUCK	2NPLHD7X15M860573	29109	M-72606	\$175,000	GOOD	2022	
DT1	LANDFILL	1998	STECO DUMP TRAILER	159DSF2T1W1252937	N/A	M-60948	\$50,000	FAIR	2022	
40	PARK	2008	HI-TRACK SKID STEER	N7M480661	1308	NOT REG.	\$65,000	GOOD	2022	\$290,000
39	CEMETERY	2008	FORD F-350 DUMP TRUCK	1FDWF37R38EE42439	68987	M-81577	\$75,000	GOOD	2023	
8	HIGHWAY	2005	PETERBILT DUMP TRUCK	2NPLHD7X35M860574	31461	M-72607	\$175,000	GOOD	2023	\$250,000
2	HIGHWAY	2008	FORD F-350 DUMP TRUCK	1FDWF37R68ED23722	29301	M-92622	\$75,000	GOOD	2024	
20	PARK	2009	FORD F-350 PICK UP TRUCK	1FTWF31R59EB25423	67922	M-55459	\$60,000	GOOD	2024	
11	HIGHWAY	2011	PETERBILT DUMP TRUCK	2NP3HN8X6CM168553	13,151	M-83479	\$175,000	EXCELLENT	2024	\$310,000
TT1	LANDFILL	2010	STECO SEMI-TRAILER	5EWES4528A1254736	N/A	M-65446	\$75,000	GOOD	2025	
TT2	LANDFILL	2010	STECO SEMI-TRAILER	5EWES452XA1254737	N/A	M-65447	\$75,000	GOOD	2025	
27	HIGHWAY	2000	INTERNATIONAL BASIN CLN	1HTSDAARXYH309619	49643	M-63557	\$140,000	GOOD	2025	
TT3	LANDFILL	2011	STECO SEMI-TRAILER	5EWES4527C1254875	N/A	M-60949	\$75,000	GOOD	2025	\$365,000
ACT1	HIGHWAY	2005	INGERSOLL-RAND COMP.	351987	277	M-75892	\$35,000	EXCELLENT	2026	
L36	LANDFILL	2009	PETERBILT ROLLOFF TRUCK	1NPTL40X69D786457	272432	M-77536	\$200,000	EXCELLENT	2026	
31	HIGHWAY	2009	MORBARK WOODCHIPPER	4S8SZ16179W4918	713	M-46997	\$50,000	GOOD	2026	
29	HIGHWAY	2009	HOLDER TRACTOR	204000317	1891	M-24485	\$100,000	GOOD	2026	\$385,000
12	HIGHWAY	2014	PETERBILT DUMP TRUCK	1NPTL70X2ED236801	8783	M-86289	\$175,000	EXCELLENT	2027	
9	HIGHWAY	2014	VOLVO LOADER	L70GA00002822	1868	M-81607	\$190,000	EXCELLENT	2027	\$365,000
5	HIGHWAY	2015	FORD F550 HOOK TRUCK	1FDUF5HT6FEB24941	11,041	M-72608	\$130,000	EXCELLENT	2028	
14	HIGHWAY	2015	FORD F-350 DUMP TRUCK	1FDRF3HT4FEA98785	15,238	M-91402	\$75,000	EXCELLENT	2028	
21	CEMETERY	2015	FORD F-350 DUMP TRUCK	1FDRF3HT6FEA98786	15,867	M-91401	\$75,000	EXCELLENT	2028	
AR1	HIGHWAY	2014	FALCON ASPHALT RECYCLER	1F9P31622EM339186	N/A	M-70782	\$45,000	EXCELLENT	2028	\$325,000
6	HIGHWAY	2015	ELGIN SWEEPER	NP30675	330	M-88134	\$195,000	EXCELLENT	2029	
24	PARK	2016	CASE TR340 HI-TRAC	N7M480661	20	NOT REG.	\$65,000	EXCELLENT	2029	
L32	LANDFILL	2016	MACK TRACTOR	1M1AN07Y7GM025241	27,315	M-95028	\$150,000	EXCELLENT	2029	\$410,000

DEPARTMENT OF PUBLIC WORKS VEHICLE REPLACEMENT PLAN - FY18

DIVISION UNIT #	DEPT	MODEL YEAR	MAKE/DESCRIPTION	VIN #	MILEAGE OR HOURS	REGISTRATION NUMBER	REPLACEMENT VALUE	CONDITION	REP. DATE	ANNUAL COST
ET#1	HIGHWAY	1978	MILLER TRAILER	21272	N/A	M-58235	\$22,000	POOR	NRFF	
ET#2	HIGHWAY	1987	INTERSTATE TRAILER	1JK00S243HA040092	N/A	M-75900	\$8,000	POOR	NRFF	
L33	HIGHWAY	1990	MACK TRACTOR	2M2P141Y0LC008261	593707	M-76108	\$15,000	POOR	N/R	
10	HIGHWAY	1991	CHIPPER TRUCK	1E9EAAA75ME105145	44469	M-24483	\$160,000	POOR	N/R	
70C	HIGHWAY	1996	VOLVO L70C LOADER	L70CV12593	19,401	M-11223	\$160,000	POOR	NRFF	
UT#3	CEMETERY	1998	UTILITY TRAILER	N/A	N/A	M-75899	\$2,500	GOOD	NRFF	
UT#1	PARK	1998	UTILITY TRAILER	N/A	N/A	M-75898	\$2,500	GOOD	NRFF	
UT#2	PARK	1998	UTILITY TRAILER	N/A	N/A	M-75897	\$2,500	GOOD	NRFF	
41	BLDG MAINT	1999	FORD F-250 UTILITY BODY	1FTNF21L8XEB69673	182,530	M-81619	\$65,000	GOOD	***	
43	BLDG MAINT	1999	FORD PICKUP	1FTNF21LXXEB40093	145580	M-82212	\$65,000	GOOD	***	
42	HIGHWAY	1999	FORD F-350 DUMP TRUCK	1FDWF37F5VEE15103	137232	M-81601	\$75,000	POOR	NRFF	
L-19	HIGHWAY	2000	FORD F250 PICKUP	1FDNF20L1YED81538	133,262	M91406	\$30,000	POOR	NRFF	
4	HIGHWAY	2000	FORD TAURUS	1FAFP53U92A218734	106308	M-44888	\$22,683	POOR	***	
AT#2	HIGHWAY	2004	ASPHALT TRAILER	N/A	N/A	M-75896	\$8,000	POOR	N/R	
1	HIGHWAY	2005	FORD F150 PICK UP	1FTPX14595NA52677	156110	M-82215	\$35,000	FAIR	***	
25	VEHICLE MAIL	2008	FORD F - 150	1FTRX14WX8FC14350	149359	M-56138	\$45,000	GOOD	***	
CMT#1	HIGHWAY	2006	CEMENT MIXER	BF751276	N/A	M-76174	\$2,150	GOOD	NRFF	
UT#4	HIGHWAY	2007	UTILITY TRAILER	N/A	N/A	M-76173	\$2,500	GOOD	NRFF	
ET#4	PARK	2007	CAM SUPERLINE TRAILER	5JPBU23237P015962	N/A	M-56909	\$5,000	GOOD	NRFF	
DT#2	BLDG MAINT	2007	LOAD TRAIL TRAILER	4ZEDT102371038371	N/A	M-78873	\$5,000	GOOD	NRFF	
CT#1	HIGHWAY	2007	INTERSTATE TRAILER	1UK500D2971062143	N/A	M-78864	\$5,000	GOOD	NRFF	
15	BEACH	2012	FORD VAN	NM0LS6AN0CT118800	20,896	M-82213	\$17,995	GOOD	***	

*** Will replace when vehicles become available
 N/R Will not be replaced
 NRFF No replacement anticipated in the foreseeable future



Fleet Information

1 yr

Fleet ID 58
Fleet Name L90C
Type Loader
Department Landfill
Year 2000
Make VOLVO
Model L90C
VIN L90C63588
Registration Num M40991
Estimated Value 0
4-Wheel Drive No
Description Dave's Loader
Mileage 0
Hours 32054

Maintenance Work Order History

WO #	Request Date	Maintenance Type	Description	Mileage	Hours	Completed Date	Total Cost
10823	3/13/2017	Wiper Repair		0	32054		\$262.23
10812	3/8/2017	BLADES R&R		0	32054		\$1,572.00
10790	3/7/2017	MISC. REPAIR	INDICATOR	0	32054		\$394.09
10808	3/7/2017	MISC. REPAIR		0	32054		\$468.36
10781	3/6/2017	Wiper Repair	WASHER NOZZLE	0	32054		\$24.80
10716	2/2/2017	Body Repair	air filter cover	0	32054		\$559.10

10711	1/31/2017	ALTERNATOR R&R		0	32054	\$216.60
10668	1/17/2017	ENGINE REPAIR	BLOCK HEATER	0	32054	\$399.76
10532	12/5/2016	HOSE INSTALL		0	32054	\$121.35
10490	11/21/2016	TIRES R&R		0	32054	\$6,270.80
10439	10/31/2016	Tire Repairs	loader valve core	0	32054	\$0.00
10401	10/19/2016	MISC. REPAIR	OIL PRESSURE SENDER	0	32054	\$68.77
10404	10/19/2016	IGNITION SWITCH R&R		0	32054	\$139.61
10372	10/11/2016	SWITCH R&R	shut down soleniod	0	32054	\$997.09
10110	8/4/2016	ENGINE REPAIR	T-STAT	0	32054	\$153.55
10099	8/2/2016	WATER PUMP R&R		0	32054	\$617.86
10090	8/1/2016	WATER PUMP R&R		0	32054	\$537.19
10083	7/28/2016	CAB FILTER R&R		0	32054	\$61.96
10067	7/27/2016	HEATER MOTOR R&R		0	32054	\$584.01
10048	7/22/2016	HOSE INSTALL		0	32054	\$620.01
10026	7/18/2016	BLADES R&R		0	32054	\$1,572.00
9936	7/1/2016	RADIO REPAIR	ANTENNA	0	32054	\$47.38
9920	6/29/2016	Inspection Sticker		0	32054	\$35.00
9737	4/20/2016	MISC. REPAIR	DRAIN PLUG AND O RING	0	32054	\$14.84
9710	4/12/2016	PULLEY	ALTERNATOR	0	32054	\$139.29
Total Cost						\$15,877.65



Fleet Information *2yr*

Fleet ID 217
Fleet Name Unit 29
Type Tractor
Department Highway
Year 2009
Make HOLDER
Model C4.74
VIN 204000317
Registration Num M24485
Estimated Value 100000
4-Wheel Drive YES
Description Mower/Plow/Sander
Mileage 0
Hours 1891

Maintenance Work Order History

WO #	Request Date	Maintenance Type	Description	Mileage	Hours	Completed Date	Total Cost
10735	2/8/2017	BATTERY R&R		0	1891		\$213.50
10646	1/10/2017	MISC. REPAIR	chain replacement	0	1891		\$158.75
10627	1/5/2017	BLADES R&R	BLOWER SNOW SHOES	0	1891		\$166.74
10562	12/12/2016	HARDWARE	FOR MCCONELL	0	1891		\$85.45
10488	11/21/2016	FLAILS		0	1891		\$451.05
10491	11/21/2016	FITTINGS INSTALL		0	1891		\$66.40

10391	10/17/2016	INSTRUMENT PANEL REPAIR	CONSOLE AT JOYSTICK	0	1891	\$0.00
10339	9/28/2016	HOSE INSTALL		0	1891	\$127.20
10246	8/31/2016	MISC. REPAIR	FLAP FOR MCCONELL MOWER	0	1891	\$5,693.90
10042	7/21/2016	MISC. REPAIR	CAB FAN	0	1891	\$28.47
9982	7/11/2016	RADIO REPAIR	ANTENNA	0	1891	\$52.00
9907	6/24/2016	Inspection Sticker		0	1891	\$35.00
9743	4/20/2016	Steering Repair	STEERING CYLINDER PIN	0	1830	\$201.59
9677	4/1/2016	WIPER BLADES R&R		0	1830	\$18.85
9654	3/23/2016	THROTTLE CABLE R&R	KNOB CONTROLLED	0	1830	\$381.86
9648	3/22/2016	FITTINGS INSTALL		0	1830	\$0.00
9649	3/22/2016	AIR FILTERS R&R	OUTER	0	1830	\$45.84
9633	3/14/2016	MISC. REPAIR	SLEEVE FOR HOLDER BLOWER ATTACHMENT	0	1830	\$68.00
9396	1/6/2016	HYDRAULIC REPAIR	FITTING	0	1830	\$111.43
9290	12/2/2015	STARTER R&R		0	1830	\$538.09
9214	11/10/2015	Service 250 Hour	FUEL FILTERS	0	1830	\$15.30
9177	11/4/2015	MISC. REPAIR	STABILIZER FOR MCCONNELL MOWER	0	1500	\$1,702.05
9099	10/16/2015	HOSE INSTALL	HYDRAULIC HOSES ON MCCONNELL ATTACHMENT	0	1500	\$0.00
9050	10/1/2015	BATTERY R&R		0	1500	\$201.25
8987	9/18/2015	A/C COMPRESSOR R&R		0	1500	\$331.21
8963	9/15/2015	A/C REPAIR	REPLACED T-STAT AND AC SWITCH	0	1500	\$158.97
8925	9/2/2015	MISC. REPAIR	MCCONELL ARMS AND BUSHINGS	0	1500	\$5,159.45
8926	9/2/2015	MISC. REPAIR	RETAINING PIN	0	1500	\$97.76
8796	8/4/2015	Inspection Sticker		0	0	\$0.00
8658	7/13/2015	MISC. REPAIR	FLAILS	0	0	\$1,020.50
8552	6/22/2015	A/C REPAIR	Replace A/C Valve - ordered.	0	0	\$725.93
8848	5/11/2015	Service 250 Hour		0	1500	\$0.00
						Total Cost \$17,856.54



McConnell Mower repairs \$14,112.40

PURCHASE AND EQUIP VEHICLES FOR THE DPW

ARTICLE 21: To see if the Town will vote to raise and appropriate and or transfer from available funds a sufficient sum of money to purchase and equip the following vehicles:

Volvo Loader (Disposal)	\$ 200,000
John Deere Tractor (Highway)	\$ 115,000
C&D Trailer (Disposal)	\$ 75,000

and, to further authorize the trade-in or sale of the 1996 Volvo Loader toward the purchase price, where the Board of Selectmen find that the vehicle cannot be utilized elsewhere in Town, and to act fully thereon. By request of the DPW Director. Estimated cost: \$390,000.

Explanation:

Volvo Loader - The current loader has over 33,000 hours on it, which is the equivalent of approximately 1,650,000 road miles.

John Deere Tractor - The current 1996 Ford Tractor is rusting apart from its many years of pulling the Surf Rake on the beaches. With a swing-arm mower attachment, the new tractor would also be utilized during the off season for roadside mowing.

C&D Trailer - This new trailer would augment the two existing trailers and improve operational efficiency. A third C&D trailer would alleviate the need to haul a full trailer immediately and allow more flexibility in managing the Town's C&D waste.

From: Elaine Dickinson

My reasons for withdrawing this petition are as follows

- 1) Not endorsed by the Selectmen in the Town of Harwich
- 2) Too much negative talk on radio shows and on line sites, including a threat to me personally
- 3) Very few Harwich citizens have reached out to help with this
- 4) The goal of the petition was to allow those human beings who may be immigrants living and working among us, to live without fear of being harassed about their status. This goal is at risk if there is a nasty and divisive public fight over this issue at Town Meeting.
- 5) Harwich would be open to some very bad public relations.



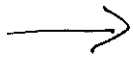
29

Crista D. Dorcette
Town Clerk

Mr. Hughes moved to include in the warrant and accept and adopt Article 34 Sale of Town-Owned Land – 203 Bank Street. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

#35 Lease of the Saquatucket Landside Property

Mr. Hughes moved to include in the warrant and accept and adopt Article 35 Lease of the Saquatucket Landside Property. Ms. Kavanagh seconded the motion. Mr. Clark took questions from the Board. The motion carried by a unanimous vote.



9. Miscellaneous Articles

#46 Memorial Tree and Landscaping Fund for Cemetery Department

Mr. Hughes moved to include in the warrant and accept and adopt Article 46 Memorial Tree and Landscaping Fund for Cemetery Department in the amount of \$30,000 to be funded from Cemetery funds. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORT

Mr. Clark announced the Chamber of Commerce's upcoming Pre Town Meeting Warrant dinner scheduled for 5:30 p.m. on April 22nd at the 400 East. He further reported that we have an engaged an appraiser and contractor for 203 Bank Street.

SELECTMEN'S REPORT

Mr. LaMantia suggested looking at our fees again. Mr. Hughes reported that they met with the Dennis and Yarmouth Boards to talk about potential regionalizing for sewage treatment. He noted that our IMA with Chatham focuses on just the Pleasant Bay Watershed.

ADJOURNMENT

The meeting adjourned at 8:31 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

LANDSCAPE RECLAMATION AND MAJOR TREE REMOVAL

ARTICLE 16: To see if the Town will vote to transfer \$43,000 from the Golf Improvement fund to continue landscape reclamation and tree removal specifically hole numbers 3, 5, and 6, but not restricted to other areas that the Golf Director and the Golf Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee.

Explanation: The golf course continues to improve turf conditions throughout its existing fairways. Removal of growth that restricts both air and light enhances the playability of these fairways as recognized by consultation with the USGA, and with the endorsement of the Golf Committee, the Director, and the Supt. of the Green.

Ann Steidel

From: Christopher Clark
Sent: Thursday, March 23, 2017 1:20 PM
To: Charleen Greenhalgh; Ann Steidel; Sandy Robinson; Robbin Kelley
Subject: Remove Trees for Cemetery Article

To all,

I had a discussion with Robbin and her consultant Tom agreed that the work can be done with the perpetual care fund and does not need Townmeeting action. Please remove the article from the warrant.

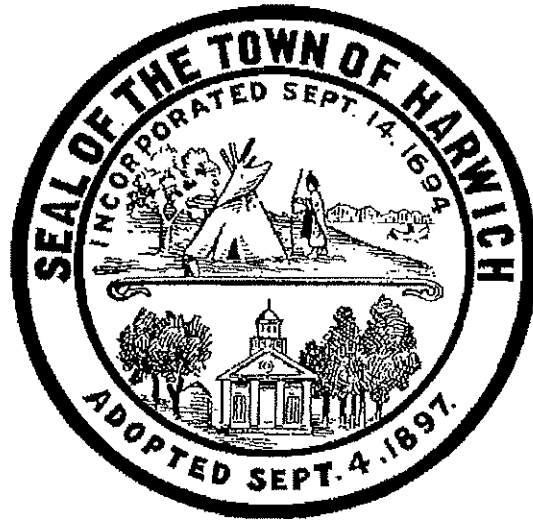
Chris

Sent from my iPhone

**ANNUAL TOWN MEETING
WARRANT**



MAY 1, 2017



**SPECIAL TOWN MEETING
WARRANT**



MAY 2, 2017

**with
RECOMMENDATIONS**

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- 25. Reserve for Future Appropriation Amounts from FY 2017 Community Preservation Committee Fund Estimated Annual Revenues
- 26. Fund Land Bank Debt Service.....
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- 29. Brooks Park Expansion/Improvements Phase 4
- 30. Veterans Memorial Field Fitness Stations
- 31. Restoration of Fence Rails at Evergreen Cemetery

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- 32. Reimburse the Harwich Conservation Trust.....
- 33. Sale of Town-Owned Property – 4 Central Avenue
- 34. Sale of Town-Owned Property – 203 Bank Street.....
- 35. Lease of the Saquatucket Landside Property

CHARTER/ZONING/M.G.L. AMENDMENTS

- 36. M.G.L. Ch. 44, Section 53F ¾ - PEG Access and Cable Related Fund Acceptance
- 37. Amend the Code of the Town of Harwich - Zoning By-Laws – Add New Section “Temporary Moratoria”
- 38. Various Amendments to the Home Rule Charter

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- 39. Defray Costs for the Chase and Harwich Port Libraries.....
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- 41. Supplement Annual Allocation of Mass Cultural Council For Local Cultural Council Grants.....
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- 45. Annual Revolving Fund Authorization.....
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SPECIAL TOWN MEETING

May 2, 2017

ARTICLES

- 1. Fund the Snow and Ice Deficit.....
- 2. Fund Shortfalls in Budget Transfers.....

APPENDIX A – Sample Ballot

APPENDIX B – Operating Budget

VOTING PROCEDURES

- I A quorum, 150 registered voters, must be present in order to conduct business. The only motion in order when no quorum is present is a motion to adjourn.
- II A two-thirds majority of the Town Meeting shall be required for inclusion of any Capital Outlay, unless it was included in the Capital Outlay Plan adopted at the preceding Town Meeting.
- III All motions introduced at the Town Meeting shall be in writing when required by the Moderator.
- IV Voters are limited to two times speaking on any one question; the total time speaking not to exceed 10 minutes.
- V Only registered voters shall occupy the meeting “floor”.
- VI No voter will be allowed to speak until he or she is recognized by the Moderator.
- VII Motion requiring more than a simple majority to pass:
 - A. To reconsider a vote on a motion – $\frac{3}{4}$ majority (this motion must be made prior to the next adjournment of the meeting).
 - B. To consider articles in an order other than as appears on the warrant – $\frac{3}{4}$ majority.
 - C. To pay unpaid bills – $\frac{4}{5}$ majority at the Annual Town Meeting, $\frac{9}{10}$ majority at a Special Town Meeting.
 - D. To move the previous question (terminate debate) – $\frac{3}{4}$ majority.
- VIII Quorum cannot be questioned after a motion has been made and seconded.

MOTION CHART Section 1-211
(Application of Rules is indicated by an X)

Motions	Debatable	Non Debatable	Amendable	Non Amendable	Second Required	Second Not Required	Majority Vote	2/3 Vote	¾ Vote	May Reconsider	Cannot Reconsider
Adjourn		X		X	X		X				X
Adjourn (in a time certain)	X		X		X		X			X	
Amendment	X		X		X		X			X	
Adopt a Resolution	X		X		X		X				X
Accept & Adopt	X		X		X		X ¹			X	
Postpone Indefinitely	X			X	X		X			X	
Previous Question Terminate Debate		X		X	X			X			X
Reconsider ²	X			X	X			X			X
Consider Articles Out of Order	X		X		X			X			X
Point of Order		X				X					
1. Unless a greater than simple majority required by General Laws of Town of Harwich by-laws.											
2. See section 1.207											

THE CHART BELOW SHOWS THE AMOUNT OF MONEY REQUIRED TO CHANGE THE
FY 2017 TAX RATE.

TAX RATE CHANGE IN \$/1000	DOLLARS REQUIRED
\$ 0.01	\$48,140
\$ 0.05	\$240,700
\$ 0.10	\$481,401
\$ 0.15	\$722,101
\$ 0.20	\$962,802
\$ 0.25	\$1,203,502
\$ 0.30	\$1,444,203
\$ 0.35	\$1,684,903
\$ 0.40	\$1,925,604
\$ 0.45	\$2,166,304
\$ 0.50	\$2,407,005
\$ 0.55	\$2,647,705
\$ 0.60	\$2,888,405
\$ 0.65	\$3,129,106
\$ 0.70	\$3,369,806
\$ 0.75	\$3,610,507
\$ 0.80	\$3,851,207
\$ 0.85	\$4,091,908
\$ 0.90	\$4,332,608
\$ 0.95	\$4,573,309
\$ 1.00	\$4,814,009

MUNICIPAL FINANCE TERMS

APPROPRIATION: An authorization granted by the Town Meeting to make expenditures and to incur obligations for specific purposes.

AVAILABLE FUNDS: Available funds refer to other funds available for appropriation by the Town Meeting, such as Wetland Protection funds, Cemetery Lot sales and Perpetual Care Interest and old article balances returned to revenue.

OVERLAY, ALSO CALLED ALLOWANCE FOR ABATEMENTS AND EXEMPTIONS: The overlay is the amount raised by the Assessors in excess of appropriations and other charges for the purpose of creating a fund to cover tax abatements granted and avoiding fractions in the tax rate. It cannot exceed 5% of the levy.

FREE CASH: Certified each year by the Director of State Bureau of Accounts, this is the portion of the fund balance which is available for appropriation by a Vote of Town Meeting. It is not cash, but rather is the approximate total of cash and receivables less current liabilities and earmarked reserves.

TRANSFER: The authorization to use an appropriation for a different purpose; in most cases only the Town Meeting may authorize a transfer.

RESERVE FUND: This fund is established by the voters at an Annual Town Meeting only and is composed of an appropriation (not exceeding 5% of the tax levy of the preceding year). Transfers from the Reserve Fund are within the exclusive control of the Finance Committee, and are for "extraordinary or unforeseen" situations, normally emergencies.

STABILIZATION FUND: This is a special reserve for future expenditures. The aggregate amount in the fund shall not exceed, at any time, 10% of the valuation in the preceding year. Money may be voted into the fund by a majority vote at Town Meeting. Money may be appropriated from the fund only by a two-thirds vote at Town Meeting for any municipal purpose.

CHERRY SHEET: An annual statement received from the State Department of Revenue detailing estimated receipts for the next fiscal year from various State Aid accounts and estimated charges payable by the assessors in setting the tax rate. Named for the cherry colored paper, which the State traditionally has printed it on.

PROPOSITION 2 ½ TERMS

Chapter 59, Section 21C of the Massachusetts General Laws commonly referred to as Proposition 2 ½ (Prop. 2 ½) or the Tax Limiting Law for Cities and Towns in Massachusetts.

LEVY: The property tax levy is the revenue a Town can raise through real and personal property taxes. The property tax levy is the largest source of revenue for the Town.

LEVY CEILING: This is the maximum the levy limit can be. The ceiling equals 2.5% of the Town's full and fair cash value.

LEVY LIMIT: The Maximum the levy can be in a given year. The limit is based on the previous year's levy limit plus certain allowable increases.

LEVY LIMIT INCREASE: The levy limit automatically increases each year by 2.5% of the previous year's levy limit.

NEW GROWTH: New construction and new parcel subdivision may also increase the Town's levy limit.

OVERRIDE: A community can permanently increase its levy limit by successfully voting at a referendum to exceed the limits. A community may take this action as long as it is below the levy ceiling.

GENERAL OVERRIDE: A general override ballot question can be placed on a referendum if a majority of the Board of Selectmen vote to do so. If the ballot question is approved by a majority of the voters, the Town's levy limit is permanently increased by the amount voted at the referendum. The levy limit increase may not exceed the Town's levy ceiling. Override questions must be presented in dollar terms and specify the purpose.

DEBT EXCLUSION: This override ballot question can be placed on a referendum by a two-thirds vote of the Board of Selectmen. If a majority of the voters approve the ballot question the Town's levy limit is increased only for the amount voted at the referendum for the life of that debt only. The levy limit increase may exceed the Town's levy ceiling.

CAPITAL OUTLAY EXPENDITURE EXCLUSION: This override ballot question can be placed on a referendum by a two-thirds vote of the Board of Selectmen. If a majority of the voters approve the ballot question the additional amount for the payment of the capital project cost is added to the levy limit or levy ceiling only for the year in which the project is being undertaken.

CONTINGENT VOTES: Chapter 634 of the Acts of 1989 permits a Town Meeting to appropriate funds contingent upon passage of a referendum question (OVERRIDE). A contingent vote does not automatically result in an override referendum. An override referendum can only be called by the Board of Selectmen. If a referendum is called by the Selectmen it must take place within forty-five days of the Town Meeting vote.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL TOWN MEETING
May 1, 2017**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said county,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street in said Town on May 1, 2017 at 7:00 P.M., then and there to act on the following articles:

ARTICLES

TOWN OFFICERS AND COMMITTEES

ARTICLE 1 To choose various Town Officers and Committees. Customary Article

REPORTS OF TOWN OFFICERS AND COMMITTEES

ARTICLE 2 To hear reports of all Town Officers and Committees for the year 2017. Customary Article

ELECTED OFFICIALS SALARIES

ARTICLE 3 To see if the Town will vote to fix the salaries of the elected officials of the Town for fiscal year commencing July 1, 2017 and ending June 30, 2018 as follows and to act fully thereon. Estimated cost: \$86,205

Selectmen (5)	\$1,500 (each)
Moderator	\$300
Town Clerk	\$76,905
Water Commissioners (3)	\$500 (each)

TOWN OPERATING BUDGET

ARTICLE 4: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Town charges for Fiscal Year 2018, and to act fully thereon. (BUDGET – SEE APPENDIX B). Estimated cost: \$33,300,000.

MONOMOY REGIONAL SCHOOL DISTRICT BUDGET

ARTICLE 5: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to pay for the Monomoy Regional School District Assessment for Fiscal Year 2018, and to act fully thereon. By request of the Monomoy Regional School Committee and Superintendent. Estimated cost: \$24,787,671.

CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT BUDGET

ARTICLE 6: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money as may be required to pay for the Cape Cod Regional Technical High School District Assessment for Fiscal Year 2018, and to act fully thereon. By request of the Cape Cod Regional Technical High School District. Estimated cost: \$1,487,362.

WATER BUDGET

ARTICLE 7: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Water Department Operating Budget for Fiscal Year 2018, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$4,126,594.

ADOPT THE CAPITAL PLAN

ARTICLE 8: To see if the Town will vote to adopt the Capital Plan for the ensuing seven year period as adopted last year by the Town Meeting with new fiscal year 2024 as proposed by the Board of Selectmen and set forth below or as amended by vote of the Town Meeting, and to act fully thereon. By request of the Board of Selectmen.

		TOWN OF HARWICH CAPITAL BUDGET REQUEST SUMMARY (FY 18 TO 24)					Original 10/3/2016		Revision #: 3/23/2017	
Department	Project	Source	TACOC Req	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
ADMINISTRATION										
Admin	Harwich Center Initiative - StreetScape Only				\$ 50,000	\$ 500,000				
Admin	Reuse or Demolition Harbormasters Building on Bank Street		\$ -	\$ -	\$ 50,000					
Admin	Demolition of Former West Harwich School on Bells Neck		\$ -	\$ -	\$ 30,000	\$ -				
Admin	Two Year Plan in Place for Reuse of Middle School Building on Sisson					\$ 50,000				
ADMIN SUB-TOTAL			\$ -	\$ -	\$ 130,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -
COMMUNITY CENTER										
Community Center	Roof Replacement						\$ 240,000	\$ -		
Community Center	Carpet Replacement				\$ 72,500	\$ 72,500	\$ -	\$ -		
Community Center	Gym Floor Resurface	FC	\$ 57,724	\$ 57,724	\$ -					
Community Center	HVAC Repair and Updates				\$ -	\$ 105,000				
Community Center	Generator Replacement						\$ 99,000		\$ -	\$ -
Community Center	Basement Constructions of Public Records Storage	CPC No Fund	\$ -	\$ 62,028						
COMMUNITY CENTER SUB-TOTAL			\$ 57,724	\$ 119,752	\$ 72,500	\$ 177,500	\$ 339,000	\$ -	\$ -	\$ -
CONSERVATION										
Conservation	Harwich Artificial Reef (Additional Project)			\$ -				\$ 250,000		
Conservation	Shore Stabilization/Jetty Extension Red River Beach					\$ 100,000				
CONSERVATION SUB-TOTAL			\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -
ENGINEERING										
Engineering	MS4 Municipal Surface Drainage Plan and Improvements	Other	\$ 20,000	\$ 25,000		TBD				
ENGINEERING SUB-TOTAL			\$ 20,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE										
Fire/Police Only	Public Safety Radios for Fire/Police (800 Mhz Ban Only Public Safety)		\$ -	\$ -			\$ 909,444			
Town Wide	Town Wide Radio System (Non Emergency) (Town/DPW/F&P Backup)	FC	\$ 102,643	\$ 102,643	\$ 177,037					
Town Wide	Town Wide Radio System (Non Emergency) (Water Funded Portion)	Water E.	\$ 33,930	\$ 33,930						
Fire	Ambulance (Scheduled Replacement)				\$ 310,000					
Fire	Pumper Truck Replacement Scheduled	CE	\$ 420,000	\$ 420,000						
Fire	Automated Chest Compression System for CPR (Total \$62,000)	Grant	\$ 56,000	\$ 56,000						
Fire	Automated Chest Compression System for CPR (Previous App. Funds)	Other	\$ 5,900	\$ 5,900						
Fire	4 Gas Meter Detection Devices	FC	\$ 24,779	\$ 24,779						
Fire	Pumper Truck Replacement Scheduled				\$ -	\$ 600,000				
Fire	Ambulance Replacement					\$ -	\$ 330,000			
Fire	Ambulance Replacement						\$ -	\$ 350,000		
Fire	Ladder Truck Replacement						\$ 1,240,000	\$ -		
Fire	Ambulance Replacement								\$ -	
Fire	Station 2 Building Upgrade (Planning and Design)	DE	\$ 310,000	\$ 310,000	\$ -	\$ -				
Fire	Station 2 Building Upgrade (Construction)				\$ 4,000,000		\$ -			
FIRE SUB-TOTAL			\$ 953,252	\$ 953,252	\$ 4,487,037	\$ 600,000	\$ 1,239,444	\$ 1,240,000	\$ 350,000	\$ -
GOLF										
Golf	Golf Operations and maintenance Infrastructure Improvements	DE/Fees	\$ 1,200,000	\$ 1,200,000		\$ -				
Golf	Golf Course Landscape and Reclamation & Tree Removal	Fees Only	\$ 43,000	\$ 43,000						
Golf	Golf Course Irrigation Update and System Rebuild	Fees Only	\$ 39,000	\$ 39,000						
GOLF SUB-TOTAL			\$ 1,282,000	\$ 1,282,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HARBORMASTER										
Harbormaster	Saquahock Harbor Landside Renovations and Improvements	DE	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -			
Harbormaster	Project Round Cove Ramp Replacement and Bulkhead	Other	\$ 177,071	\$ 177,071						
Harbormaster	Study Allen Harbor Jetty Reconstruction				\$ 50,000	\$ -				
Harbormaster	Wixom Dock Landside Improvements		\$ -	\$ -	\$ 30,000					
Harbormaster	Herring River Ramp Replacement					\$ 75,000	\$ -			
Harbormaster	Wychmere Outer Harbor Dredging						\$ 500,000	\$ -		
Harbormaster	Allen Harbor Jetty Reconstruction Study and Construction						\$ 2,000,000			
Harbormaster	SAQ Harbor East Bulkhead (Offloading Area) Reconstruction							\$ 500,000		
Harbormaster	Study - Wychmere Outer Harbor Jetty						\$ -			\$ 75,000
HARBORMASTER SUB-TOTAL			\$ 3,177,071	\$ 3,177,071	\$ 80,000	\$ 75,000	\$ 500,000	\$ 2,000,000	\$ 500,000	\$ 75,000

Department	Project	Source	TA Rec	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
LIBRARY										
Library	Library Interior Modifications/Renovations		\$ -	\$ -	\$ 100,000					
Library	Brooks Library Generator and Installation	FC	\$ 110,000	\$ 110,000		\$ -				
Library	Library Roof Replacement				\$ -		\$ 135,000			
LIBRARY SUB-TOTAL			\$ 110,000	\$ 110,000	\$ 100,000	\$ -	\$ 135,000	\$ -	\$ -	\$ -
NATURAL RESOURCES										
Natural Resources			\$ -	\$ -						
NATURAL RESOURCES SUB-TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANNING										
Planning	Albro House - Renovations Review	CPC No Fund	\$ -	\$ 12,000						
Planning	Interior Renovations - Albro House		\$ -		TBD					
Planning	Walkway Reconstruction Bank Street Center to Rte 28				\$ 231,000					
Planning	Walkway Reconstruction Rte 28 SAQ to Harwichport			See Note						
PLANNING SUB-TOTAL			\$ -	\$ 12,000	\$ 231,000	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE										
Police	Replacement of Bullet Resistant Vests (State and Fed Grant Portion)	Grant	\$ 18,000	\$ 18,000	\$ -					
Police	Replacement of Bullet Resistant Vests (Town Portion Only)	FC	\$ 22,000	\$ 22,000						
Police	Ballistic Helmets	FC	\$ 10,220	\$ 10,220						
Police	Replacement of Security System, Public Safety Complex	FC	\$ 153,789	\$ 153,789						
Police	Electronic Sign Board	FC	\$ 17,820	\$ 17,820						
POLICE SUB-TOTAL			\$ 221,829	\$ 221,829	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC WORKS										
Public Works	5 Year Road Maintenance Plan	DE	\$ 700,000	\$ 1,434,700	\$ 1,293,972	\$ 1,405,210	\$ 1,494,125	\$ 1,400,000	TBD	TBD
		Ch. 90	\$ 700,000							
Public Works	West Harwich Route 28 Design (Construction via Fed Funds)	Grant	\$ 300,000	\$ 150,000	\$ 150,000					
Public Works	Lower County Road (Maintain Profile/Not TIP)				\$ 3,500,000					
Public Works	Route 39/Pleasant Bay Road Roundabout				\$ 600,000					
Public Works	Volvo Loader	FC	\$ 200,000	\$ 200,000						
Public Works	MSW (C&D) Trailer Current 2 C&D will be 3 and 4 Trash MSW)	FC	\$ 75,000	\$ 75,000						
Public Works	John Deere Tractor	FC	\$ 115,000	\$ 115,000						
Public Works	Fuel Management System	FC	\$ 42,000	\$ 42,000						
Public Works	Vehicle Listing (FY 18 to 24) Summary				\$ 425,000	\$ 250,000	\$ 275,000	\$ 365,000	\$ 250,000	\$ 310,000
PW-FM/Cemetery	Pet Crematory				\$ 486,000					
PUBLIC WORKS SUB-TOTAL			\$ 2,132,000	\$ 2,018,700	\$ 6,454,972	\$ 1,655,210	\$ 1,769,125	\$ 1,765,000	\$ 250,000	\$ 310,000
REC & YOUTH										
Rec & Youth	Red River Beach Parking Lot Paving/Overlay	FC	\$ 225,000	\$ 225,000	\$ -					
Rec & Youth	Bank Street Beach parking Lot Paving /Overlay				\$ 98,000	\$ -				
Rec & Youth	Pleasant Road Beach Parking Lot Paving/Overlay					\$ -	\$ -		\$ 112,000	
Rec & Youth	Sand Pond Restrooms and Playground Improvements									TBD
Rec & Youth	Whitehouse Field Irrigation	CPC	\$ 28,000	\$ 28,000						
Rec & Youth	Veterans Memorial Field Fitness Stations	CPC	\$ 13,806	\$ 13,806						
Rec & Youth	Brooks Park Phase IV Restrooms and Playground Improvements	CPC	\$ 167,900	\$ 167,900						
Rec & Youth	Brooks Park Phase V - Comprehensive Light Plan	CPC			\$ 200,000					
Rec & Youth	Red River Beach Restroom Renovations					\$ 125,000	\$ -			
Rec & Youth	Cahoon Road Beach Restroom							\$ 125,000		
RECREATION AND YOUTH SUB-TOTAL			\$ 434,706	\$ 434,706	\$ 298,000	\$ 125,000	\$ -	\$ 125,000	\$ 112,000	\$ -
WASTEWATER										
Wastewater	Intermunicipal Agreement with Chatham Purchase Capacity (See Notes)	DE*	\$ 6,765,000	\$ 6,765,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater	Tie-In Costs to Pipes and Pump Station to Chatham	DE*	\$ 250,000	\$ 250,000	\$ 2,150,000	\$ -				
Wastewater	CWMP Implementation Services	Other	\$ 150,000	\$ 150,000						
Wastewater	Pleasant Bay (South) Watershed Collection System Design and Construction	DE*	\$ 2,020,000	\$ 2,020,000	\$ 20,280,000	\$ -	\$ -	\$ -	\$ 800,000	\$ 12,600,000
Wastewater	Cold Brook Natural Attenuation Design and Construction	DE*	\$ 2,000,000	\$ 2,000,000						
Wastewater	Restoration of Hinckey's Pond	DE*			\$ 550,000					
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Action							\$ -	\$ 40,000	\$ 260,000
WASTEWATER SUB-TOTAL			\$ 11,185,000	\$ 11,185,000	\$ 22,980,000	\$ -	\$ -	\$ -	\$ 840,000	\$ 12,860,000

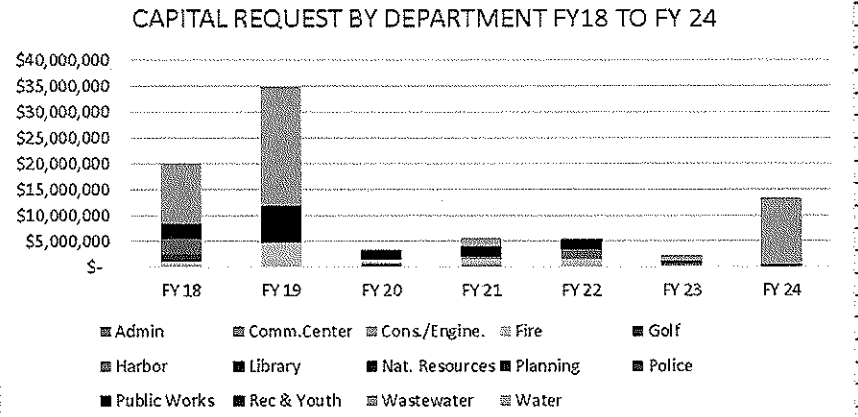
Department	Project	Funding								
		Source	TA Rec	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Water	Crossover Project- Great Western, Queen Anne Rd, Route 39, Main St. Depot Road and Street	Water E.	\$ 400,000	\$ 400,000						
Water	2017 Ford Super Duty F-350 with Box (2 units in 2018)	Water E.	\$ 107,856	\$ 107,856					\$ 75,000	
Water	Pleasant Lake Avenue Tank Rehabilitation						\$ 1,500,000	\$ -		
Water	Engineering for Asbestos Pipe Project							\$ 250,000	\$ -	
Water	Construction/Renovation Asbestos Pipe Project								TBD	
Water	Vehicle Replacements (Excavator FY18 and Equipment in FY 23)	Water E.	\$ -	\$ -		\$ 120,000				
WATER SUB-TOTAL			\$ 507,856	\$ 507,856	\$ -	\$ 120,000	\$ 1,500,000	\$ 250,000	\$ 75,000	\$ -

GRAND TOTALS			\$ 20,081,438	\$ 20,020,166	\$ 34,833,509	\$ 3,402,710	\$ 5,482,569	\$ 5,630,000	\$ 2,127,000	\$ 13,245,000
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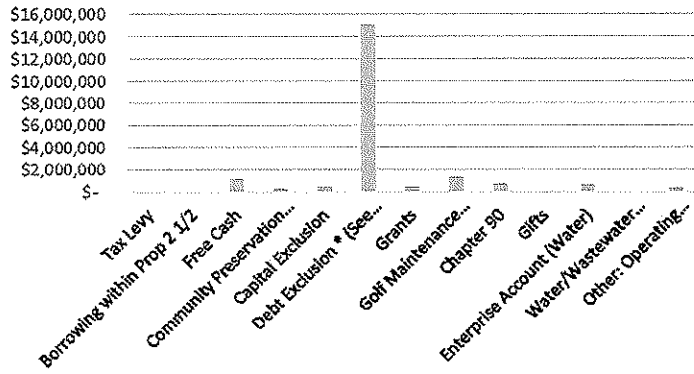
Funding Summary			FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Tax Levy		\$ -	\$ -	\$ 130,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -
Borrowing within Prop 2 1/2		\$ 119,752	\$ 72,500	\$ 177,500	\$ 339,000	\$ -	\$ -	\$ -	\$ -
Free Cash		\$ 1,155,975	\$ 25,000	\$ -	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -
Community Preservation Funds		\$ 205,706	\$ 953,252	\$ 4,487,037	\$ 600,000	\$ 1,239,444	\$ 1,240,000	\$ 350,000	\$ -
Capital Exclusion		\$ 420,000	\$ 1,282,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Exclusion * (See Further Note Below regarding Wastewater Authorization)		\$ 15,045,000	\$ 3,177,071	\$ 80,000	\$ 75,000	\$ 500,000	\$ 2,000,000	\$ 500,000	\$ 75,000
Grants		\$ 374,000	\$ 110,000	\$ 100,000	\$ -	\$ 135,000	\$ -	\$ -	\$ -
Golf Maintenance Fund/DEBT Exclusion		\$ 1,282,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chapter 90		\$ 700,000	\$ 12,000	\$ 231,000	\$ -	\$ -	\$ -	\$ -	\$ -
Gifts		\$ -	\$ 221,829	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Account (Water)		\$ 541,786	\$ 2,016,700	\$ 6,454,972	\$ 1,655,210	\$ 1,769,125	\$ 1,765,000	\$ 250,000	\$ 310,000
Water/Wastewater Infrastructure Funds (Potential)		\$ -	\$ 434,706	\$ 298,000	\$ 125,000	\$ -	\$ 125,000	\$ 112,000	\$ -
Other: Operating Budget/Funded by another appropriation		\$ 352,971	\$ 11,185,000	\$ 22,980,000	\$ -	\$ -	\$ -	\$ 840,000	\$ 12,860,000
Confirmation Total		\$ 20,081,438	\$ 507,856	\$ -	\$ 120,000	\$ 1,500,000	\$ 250,000	\$ 75,000	\$ -
		\$ -	\$ 20,045,166	\$ 34,833,509	\$ 3,402,710	\$ 5,482,569	\$ 5,630,000	\$ 2,127,000	\$ 13,245,000

* NOTE: THE WASTEWATER DEBT EXCLUSION IS A FULL AUTHORIZATION OF \$34.015 MILLION TWO VOTES IMA & DESIGN, COLD BROOK \$11,035,000 (FY 2018) and CONSTRUCTION & HINKLEY'S \$23,000 BUT WILL BE PAYED OUT OVER THE COURSE OF SEVERAL YEARS FOR IMA AND SOUTHERN SECTION OF EAST HARWICH ALONG WITH COLD BROOK AND HINKLEY'S POND.

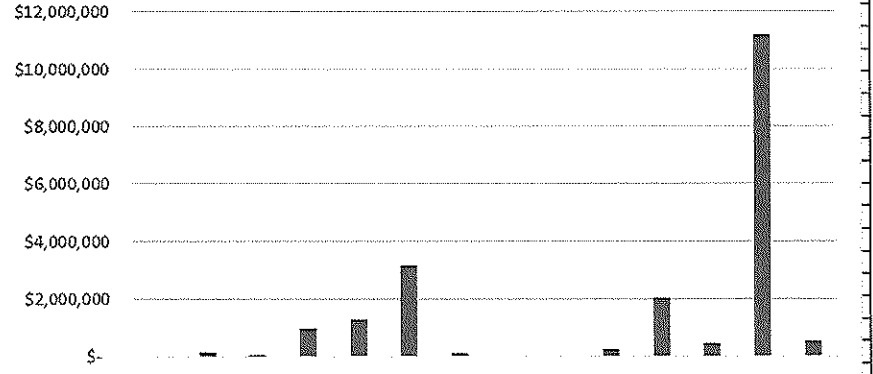
Free Cash Allocation	
Available Free Cash	\$ 1,984,792
Capital Budget Items	\$ 1,155,975
Monomoy Capital Assessment	\$ 224,114
Snow and Ice	\$ 200,000
OPEB	\$ 70,000
Middle School Operations	\$ 125,000
HCT Reimbursement	\$ 73,000
Chamber of Commerce	\$ 25,000
Libraries	\$ 20,000
Cultural Council	\$ 3,000
Operating Budget Small Capital Items	\$ 81,130
Prior Years Unpaid Bills	\$ 2,878
Available Balance	\$ 4,695
TOTAL ALLOCATED	\$ 1,980,097



CAPITAL FUNDING BY SOURCE FOR FY18



FY 18 CAPITAL BUDGET REQUEST BY DEPARTMENT



CAPITAL ITEMS FUNDED FROM FREE CASH – ITEMS UNDER \$50,000

ARTICLE 9: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to fund the items in the table below, and further to authorize the Selectmen to accept grant monies related to these items and chest compression equipment of which matching funds were authorized at the 2016 ATM and grants related to the Police Department bullet proof vests, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$116,819.

1. Fire – Gas Metering Detection Devices	\$24,779
2. Police - Bullet Proof Vests (town portion)	\$22,000
3. Police - Ballistic Helmets	\$10,220
Police - Electronic Sign Board	\$17,820
4. DPW - Fuel Management System	<u>\$42,000</u>
TOTAL	\$116,819

FACILITY MAINTENANCE AND REPAIR FUND

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to defray costs related to Facility Maintenance and Repair for FY 18, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$808,086.

1. Community Center Gym Floor Resurfacing	\$57,724
2. Town Wide Radio System (Town)	\$102,643
Town Wide Radio System (Water portion)	\$33,930
3. Brooks Library Generator & Install	\$110,000
4. Police - Public Safety Complex Security System Replacement	\$153,789
5. Recreation - Red River Beach Parking Lot Paving/Overlay	\$225,000
6. DPW - Middle School Operations	<u>\$125,000</u>
TOTAL	\$808,086

IMA CAPACITY PURCHASE FEE AND DESIGN OF INTERCONNECTION WITH CHATHAM AND SEWERS IN THE PLEASANT BAY WATERSHED

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to an intermunicipal agreement between the Town of Harwich and the Town of Chatham which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and design of sewers in the Pleasant Bay Watershed and design the Chatham interconnector system, as more fully described in said Comprehensive Wastewater Management Plan, including any

land acquisition costs and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$9,035,000.

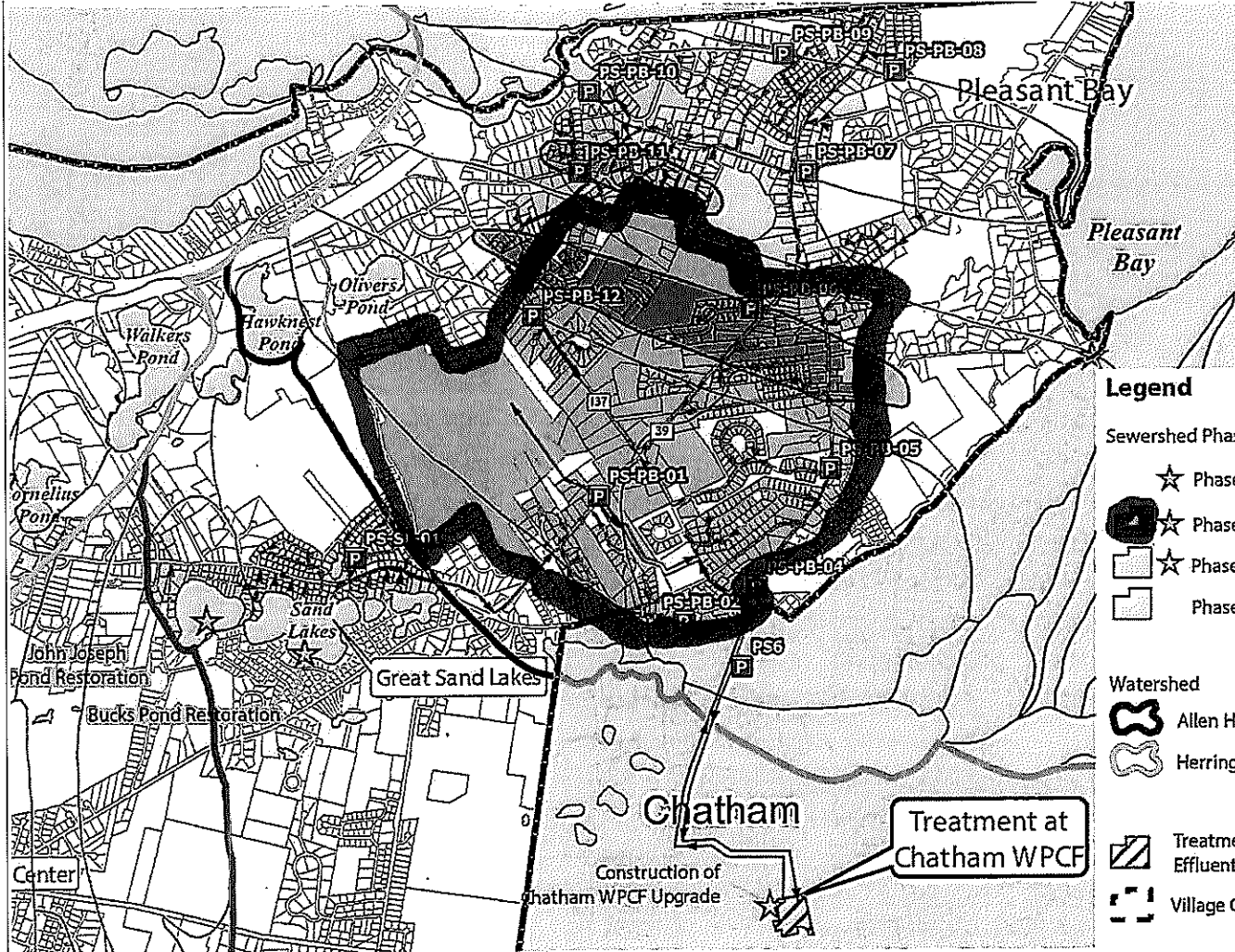
Explanation: The Board of Selectmen have decided to request the design components of the CWMP Phase 2 and the cost to implement the Chatham IMA to purchase capacity of \$6,765,000; the design of Pleasant Bay (south) sewer system \$2,020,000; and design of Chatham interconnector system \$250,000.. The total cost is \$9,035,000. It is anticipated that when the design is complete, an article for \$22,980,000 will be requested in 2018 to fund the construction. The IMA Interconnector cost is \$2,150,000; the Southern section of the Pleasant Bay is \$20,280,000; and the restoration of Hinckley Pond is \$550,000. The 2018 Annual Town Meeting will be requested to consider the following article. The anticipation is the numbers should be more refined by 2018. The voter should consider the full amount of such when deciding to vote at Town Meeting and on the Ballot Question. It is anticipated that the Board of Selectmen will be seeking a further appropriation to implement the CWMP at the 2018 Annual Town Meeting as follows:

SAMPLE ARTICLE

CONSTRUCTION OF CWMP PHASE 2 SOUTHERN SECTION OF PLEASANT BAY WATERSHED AND INTERCONNECTION WITH CHATHAM PER THE INTER-MUNICIPAL AGREEMENT

ARTICLE XX: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, including the construction of an interconnection between the Town of Harwich and Town of Chatham sewer systems and the construction of sewers in the southern section of Pleasant Bay Watershed identified as Phase 2 portion, as more fully described in said Comprehensive Wastewater Management Plan, and any land acquisition costs, and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$22,430,000.

Pleasant Bay Sewer Service Areas



Legend

Sewershed Phase

- ☆ Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5
- ☆ Phase 6
- ☆ Phase 7
- Phase 8

Watershed

- Allen Harbor
- Herring River
- Pleasant Bay
- Wychmere Harbor
- Saquatucket Harbor
- Zone of Contribution to Municipal Well

Treatment / Effluent Recharge

Village Center

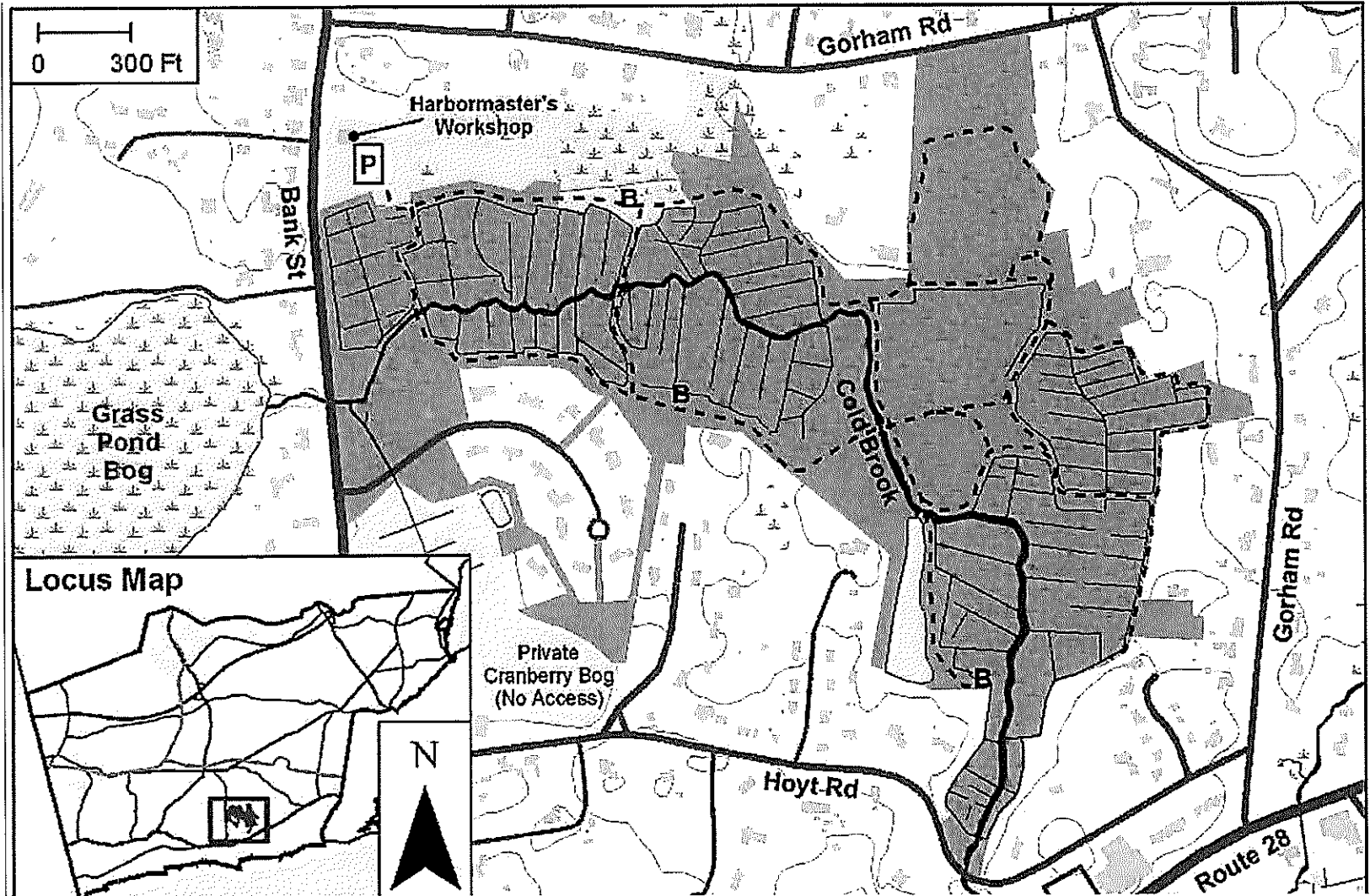
- Pumping Station
- Effluent Infiltration Basin

Treatment at Chatham WPCF

Construction of Chatham WPCF Upgrade

COLD BROOK PROJECT

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



ATM Warrant Article #12

AMEND THE CODE OF THE TOWN OF HARWICH GENERAL BY-LAWS – BY
ADDING NEW SEWER USE BY-LAW CHAPTER 295

ARTICLE 13: To see if the Town will vote to add a new Chapter 295 to the General By-Laws entitled Sewer Use General By-Law to be added to the Code of the Town of Harwich, governing the establishment, construction and operation of a wastewater collection and treatment system, and to act fully thereon. By request of the Board of Selectmen.

TOWN OF HARWICH SEWER USE BY-LAW

The Town of Harwich hereby establishes the following sewer use bylaw (Bylaw) governing the use of the wastewater collection system in Harwich, County of Barnstable, Commonwealth of Massachusetts.

While this Bylaw will apply to the wastewater collection system throughout the town it has been specifically developed herein for the wastewater collection system to be implemented in the Pleasant Bay Watershed area of Harwich. Wastewater collected in this area will be conveyed to the Town of Chatham wastewater treatment facility. As part of this Bylaw, the sewer governance board shall establish Rules and Regulations and from time to time modify said Rules and Regulations as authorized by Massachusetts General Laws Chapter 83, Section 10.

In addition to the civil penalties set forth in Massachusetts General Laws Chapter 83, Section 10, any violation of the Rules and Regulations hereinafter enacted by the sewer governance board, as they may be amended from time to time, may be enforced pursuant to Article 1, Violations and Penalties, of the Code of the Town of Harwich. When enforced through the non-criminal disposition procedures set forth in Section 1-2 of said Code, the penalty for each violation of the Rules and Regulations shall be \$300.00.

Purpose: The purpose of this Bylaw, and the subsequent Rules and Regulations, is:

- a) To establish the technical and administrative procedures for making connections to the sanitary sewer system including standards of materials and design;
- b) To establish requirements, restrictions, and controls on the quantities and quality of what may be discharged to the sanitary sewer system; such as discharges that may:
 1. Interfere with the operation of the sewer system, pumping station or publicly owned treatment works (POTW) in any way;
 2. Pass through the POTW, to the groundwaters, inadequately treated effluent that may cause contravention of standards for these waters or surface waters or cause violation of the POTW's Groundwater Discharge Permit (GWDP) or negatively impact the watershed into which treated effluent is discharged;
 3. Reduce the opportunity to reclaim or recycle treated wastewater and/or sludge from the system;

4. Increase the cost or otherwise hamper or limit the disposal of sludges and other residuals;
 5. Endanger municipal employees or the public;
 6. Cause, directly or indirectly, any public nuisance conditions;
- c) To prevent new sources of inflow and infiltration (I/I) and eliminate private source inflow;
 - d) To provide for equitable distribution to all uses of the POTW, all costs associated with the collection, transmission, treatment, and residuals disposal, and to provide for the collection of such costs; and
 - e) To provide for the orderly planning of sewer systems' and treatment systems' components to improve the health and environmental quality of the Town of Harwich and its people and resources while discharging wastewater in the Chatham Sewer System.

The established Rules and Regulations will be part of the contract with every person who discharges wastewater into the Town of Chatham Sewer System from the East Harwich area, and governs the relationship between the Town of Harwich and its consumers, contractors and/or developers, and all other persons who install sewers, discharges wastewater, is connected into the sewer system or applies for a connection to the sewer system.

Explanation: The Town's Inter-Municipal Agreement with Chatham calls for Harwich to promulgate and utilize Sewer Use Regulations that are compatible with the regulations in place in the Town of Chatham. The Massachusetts Department of Environmental Protection calls for these regulations to be in place as part of the functioning of the wastewater treatment facility. The Sewer Use Regulations are designed to be dynamic in the sense that general elements will be included in the regulations with discretion given to the governing body to create or modify regulations on more specific detailed interconnection activities such as pipe size and design elements to facilitate compatibility with the existing technology of the current Chatham facility.

FUND REPLACING FIRE DEPARTMENT PUMPER

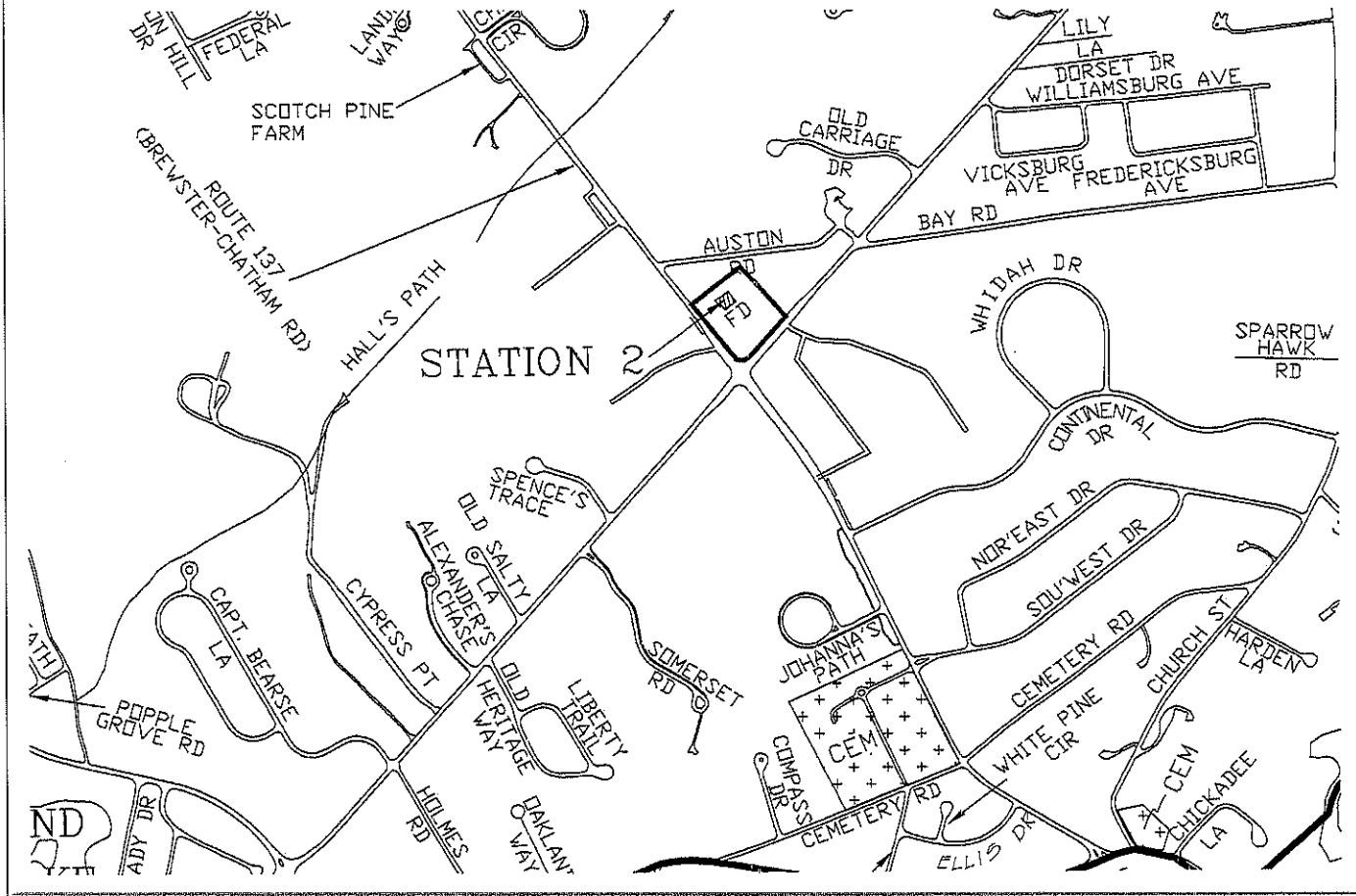
ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to purchase or lease one pumper for the Fire Department, and further to authorize the trade-in or sale of the 1985 Pierce pumper. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c59 s21C (Proposition 2 ½) the amount required to pay for the capital expenditure authorized by this vote, and to act fully thereon. By request of the Fire Chief. Estimated cost: \$420,000

FUND PLANS AND BID DOCUMENTS FOR STATION 2

ARTICLE 15: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to hire an architectural firm to develop construction plans and bid documents for construction/renovation of Fire Station 2 at 149

Route 137. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. Chapter 59, Section borrowing authorized under this article, and to act fully thereon. By request of the Fire Chief. Estimated cost: \$310,000

Explanation: Harwich Fire Station #2 Rehab & Renovation Committee was task with developing a conceptual plan for construction/renovation of Fire Station 2. The conceptual plan was presented to both the Board of Selectmen and the Finance Committee, which supported the proposal. This step in the process is to fund the development of construction plans and bid documents. The next step would be to come back to the Town Meeting in 2018 for funding to construct/renovate Fire Station 2, the total estimated cost is \$3,000,000.



LANDSCAPE RECLAMATION AND MAJOR TREE REMOVAL

ARTICLE 16: To see if the Town will vote to transfer \$43,000 from the Golf Improvement fund to continue landscape reclamation and tree removal specifically hole numbers 3, 5, and 6, but not restricted to other areas that the Golf Director and the Golf Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee.

Explanation: The golf course continues to improve turf conditions throughout its existing fairways. Removal of growth that restricts both air and light enhances the playability of these fairways as recognized by consultation with the USGA, and with the endorsement of the Golf Committee, the Director, and the Supt. of the Green.

IRRIGATION UPGRADE AND SYSTEM REBUILD

ARTICLE 17: To see if the Town will vote to transfer the sum of \$39, 000 from the Golf Improvement fund to replace the “master controller” for the CVGC irrigation system, and to act fully thereon. By request of the Director of Golf and the Golf Committee

Explanation: This is the necessary first step in rebuilding the irrigation infrastructure for the CVGC operation. This methodical step by step approach completely funded by the Golf Improvement Fund will save taxpayers substantially and will be completed within 5 years.

RECONSTRUCTION OF MAINTENANCE AND OPERATIONS INFRASTRUCTURE AT CRANBERRY VALLEY GOLF COURSE (CVGC)

ARTICLE 18 : To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the reconstruction of the CVGC Cart Barn with a new facility - Solar capable, with the ability to house a state of the art electric golf car fleet, re-skin and re- roof the major existing maintenance “storage” facility, provide environmental upgrades, and reconfigure the existing car parking lot and lanes and access to the Club House and Pro Shop facilities with appropriate enhancements, and to act fully thereon. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. Chapter 59, Section 21C (Proposition 2 ½) the amounts required to pay the principal of any interest on any borrowing authorized under this article, and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost \$1,200,000.

Explanation: Last year the Town voted to approve the establishment of a “Infrastructure Revitalization Fund” for golf operations. The monies now accrued in this fund will give the Town’s golf department the maximum amount of money to self fund this obligation. The benefit derived from this investment will address long standing needs to maintain the competitiveness of the CVGC operation now and in the future.

FUND THE REPLACEMENT OF THE ROUND COVE BOAT RAMP

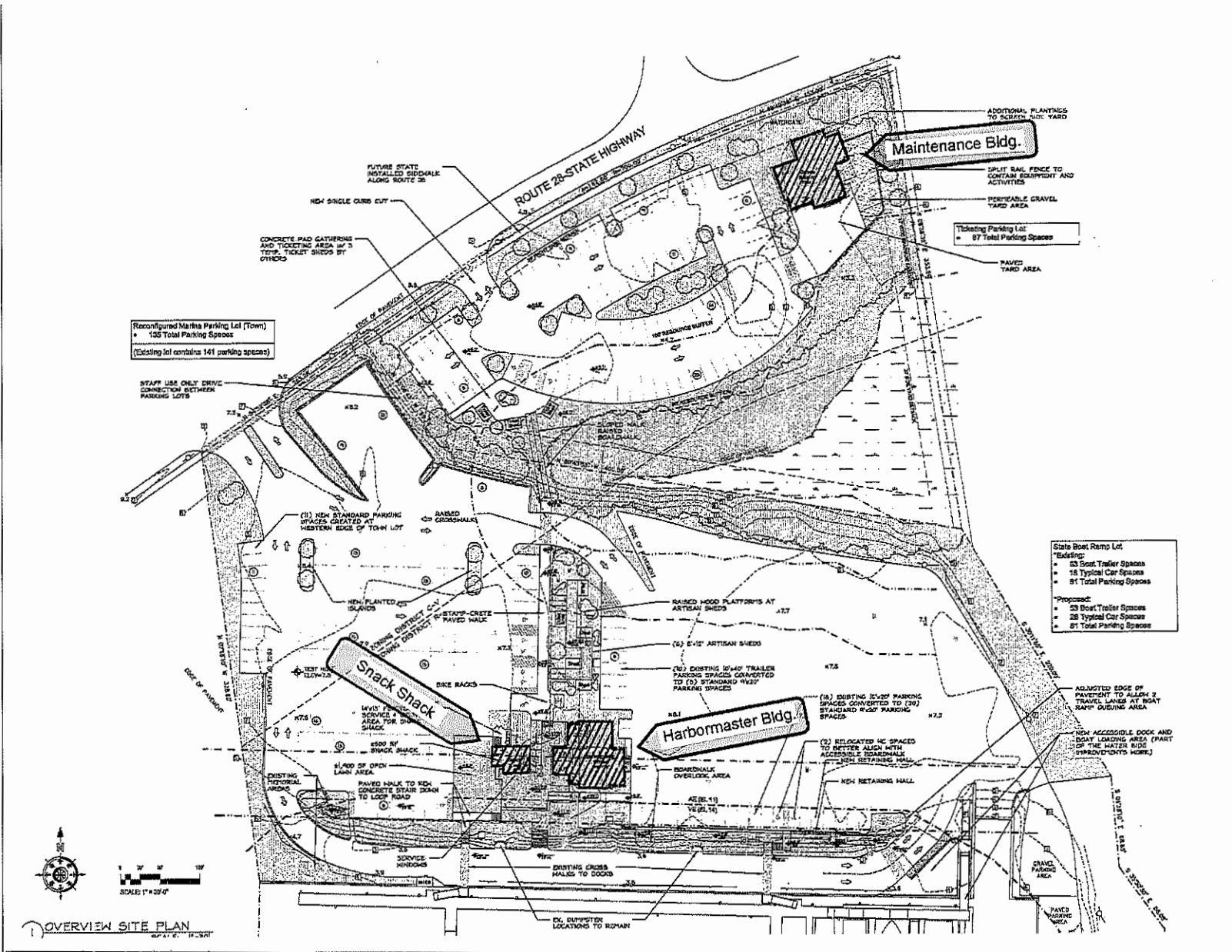
ARTICLE 19: To see if the Town will vote to transfer from available funds the remaining balance of funds contained in the following articles funded by Free Cash: Article 23 of 2010 Annual Town Meeting (\$7,600), Article 14 of 2014 Annual Town Meeting (\$159,812.01), and Article 33 of 2014 Annual Town Meeting (\$9,658.24). Said transfer of funds to be used for the replacement of the Round Cove boat ramp, and to act fully thereon. By request of the Harbormaster. Estimated cost: \$177,070.25

Explanation: The existing public boat ramp at Round Cove landing is poorly constructed and in very poor condition. Every year several boat trailers get hung-up on the leading edge of the ramp because it is too short and not properly pitched, causing significant damage to trailers. With close to 180 permitted moorings in Round Cove and Pleasant Bay, the ramp is heavily used throughout the boating season. Construction costs above the \$177,070.25 will be requested to be paid for out of the department's Mooring Account (fund #1621); Town Administrator is the approving authority. The total estimated cost is \$200,000.

FUND THE CONSTRUCTION OF THE SAQUATUCKET HARBOR LANDSIDE RENOVATIONS

ARTICLE 20: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the construction of Saquatucket Harbor landside renovations, to include a new Harbormaster Office building, a leased snack shack, six rented seasonal vendor shacks, a boardwalk with viewing areas that overlook the marina, and a passenger boat ticket office area for booths and a Harbormaster Department maintenance facility building on the former Downey Property. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. Chapter 59, Section 21C (Proposition 2 ½) the amounts required to pay the principal of any interest on any borrowing authorized under this article, and further authorize the Board of Selectmen to accept any State, Federal or private grant monies available for this purpose, and to act fully thereon. By request of the Harbormaster. Estimated cost: \$3,000,000

Explanation: In October 2014, the Board of Selectmen established the Saquatucket Development Committee with a charge to develop a conceptual site plan that integrated the newly purchased 2.2 acre Downey property with the 5.2 acre Saquatucket Harbor property for the purpose of supporting the expansion of the municipal marina, encouraging the restoration of degraded wetland and river frontage and providing options for increased economic development. Seeking input from all interested citizens and groups at numerous public meetings, the resulting proposed plan improves the safety of public access, improves the efficiency of harbor operations, and enhances the character, beauty, and attractiveness of the harbor for boaters and non-boaters alike. Also included in the plan are a new facility septic system, creative landscaping, and the addition of much needed vehicle parking spaces (approx. 80).



PURCHASE AND EQUIP VEHICLES FOR THE DPW

ARTICLE 21: To see if the Town will vote to raise and appropriate and or transfer from available funds a sufficient sum of money to purchase and equip the following vehicles:

Volvo Loader (Disposal)	\$ 200,000
John Deere Tractor (Highway)	\$ 115,000
C&D Trailer (Disposal)	\$ 75,000

and, to further authorize the trade-in or sale of the 1996 Volvo Loader toward the purchase price, where the Board of Selectmen find that the vehicle cannot be utilized elsewhere in Town, and to act fully thereon. By request of the DPW Director. Estimated cost: \$390,000.

Explanation:

Volvo Loader - *The current loader has over 33,000 hours on it, which is the equivalent of approximately 1,650,000 road miles.*

John Deere Tractor - *The current 1996 Ford Tractor is rusting apart from its many years of pulling the Surf Rake on the beaches. With a swing-arm mower attachment, the new tractor would also be utilized during the off season for roadside mowing.*

C&D Trailer - *This new trailer would augment the two existing trailers and improve operational efficiency. A third C&D trailer would alleviate the need to haul a full trailer immediately and allow more flexibility in managing the Town's C&D waste.*

ROAD MAINTENANCE PROGRAM

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow in accordance with Ch.44 of the M.G.L., or any other authorizing authority, the sum of \$700,000 to fund the Road Maintenance Program as requested in the Capital Plan for FY18. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c.59 § 21c (Proposition 2 1/2) the amounts required to pay the principal of and the interest on any borrowing authorized under this article, and to act fully thereon. By request of the DPW Director. Estimated cost: \$700,000

Explanation: *The capital request for road maintenance is for \$700k for FY 18, which we anticipate being augmented by approximately \$700k in Chapter 90 funds. The capital project request form lists 5 years of our road maintenance plan with cash flows of approximately \$1.4M each year and has our 5 year Road Maintenance Plan attached.*

FUND THE PURCHASE OF VEHICLES FOR THE WATER DEPARTMENT

ARTICLE 23: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sufficient sum of money for the purchase of a 2017 Ford Super Duty F-350 SRW (X3B) XL 4WD SuperCab 6.75' Box and a 2017 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box. These vehicles are to replace a 2004 F-150 and 2007 Ford Ranger, and to act fully thereon. By request of the Board of Water Commissioners and the Superintendent. Estimated cost: \$107,855.50

Explanation: The two trucks being replaced are very undersized for the work they perform on a daily basis resulting in many expensive repairs. The new trucks have been sized appropriately, and will also be able to provide support with snow removal efforts.

FUND THE REPLACEMENT OF OLD WATER SERVICES ALONG THE NATIONAL GRID PROJECT ROUTE

ARTICLE 24: To see if the Town will vote to appropriate \$400,000 to replace the old metal water services with HDPE pipe from the water main to the curb stop along the National Grid project route (Great Western, Queen Anne Road, Route 39, Main Street, Depot Street, Depot Road) and for the payment of all other costs incidental and related thereto, and to determine whether this amount shall be raised by taxation, transfer from available funds, or borrowing or otherwise provided, and to act fully thereon. By request of the Board of Water Commissioners and the Superintendent. Estimated cost: \$400,000

Explanation: This work is to be completed as part of the department's preventative maintenance program in advance of the curb to curb repaving, and will ensure the road will not need to be cut for repairs during the Road Cut Moratorium. The labor and construction components will be put out to bid. Supplies will be provided by Water Department.

RESERVE FOR FUTURE APPROPRIATION AMOUNTS FROM FY 2017 COMMUNITY PRESERVATION FUND ESTIMATED ANNUAL REVENUES

ARTICLE 25: To see if the Town will vote to reserve for future appropriations amounts from the FY 2018 Community Preservation Act Fund estimated annual revenues as recommended by the Community Preservation Committee as follows:

- A sum of money for the acquisition, creation and preservation of open space;
- A sum of money for the acquisition, preservation, restoration and rehabilitation of historic resources;
- A sum of money for the acquisition, creation, preservation and support of community housing; and
- A sum of money for the Community Preservation Act Fund FY 2018 Undesignated Reserve; and to act fully thereon. By request of the Community Preservation Committee.
- A sum of money for administrative expenses (if needed)

FUND LAND BANK DEBT SERVICE

ARTICLE 26: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Balance, \$610,000 to fund the Debt Service on the outstanding Land Bank Debt. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Town Administrator. Estimated Cost: \$610,000.

RESTORATION OF THE CHASE LIBRARY CHIMNEY

ARTICLE 27: To see if the Town will vote to appropriate from Community Preservation Act Funds-Historic Reserve, \$5,100 to fund the restoration of the chimney at the Chase Library and to authorize the Board of Selectmen to enter into a grant agreement with the Chase Library. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Historic Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Chase Library Trustees. Estimated Cost: \$5,100

WHITEHOUSE FIELD IRRIGATION SYSTEM REPLACEMENT

ARTICLE 28: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Balance, \$28,500 to replace the irrigation system at Whitehouse Field. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$28,500.

BROOKS PARK EXPANSION/IMPROVEMENT PHASE 4

ARTICLE 29: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Balance, \$167,900 to replace the playground equipment, add a restroom and provide other park amenities at Brooks Park. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$167,900.

VETERANS MEMORIAL FIELD FITNESS STATIONS

ARTICLE 30: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Balance, \$13,800 to add a series of 20 fitness apparatus stations around the Veterans Memorial Field track. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$13,800.

RESTORATION OF FENCE RAILS AT EVERGREEN CEMETERY

ARTICLE 31: To see if the Town will vote to appropriate from Community Preservation Act Funds-Historic Reserve, \$39,000 to use for restoration of the fence rails at Evergreen Cemetery. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Historic Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Cemetery Department and Commission. Estimated Cost: \$39,000.

REIMBURSE THE HARWICH CONSERVATION TRUST

ARTICLE 32: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to reimburse the Harwich Conservation Trust for overpayment of the purchase of property for Conservation purposes known as Sutphin Property, and to act fully thereon. The Harwich Conservation Trust overpayment was in the amount of \$73,000. By request of the Board of Selectmen. Estimated cost: \$73,000

Explanation: At the May 6, 2014 Special Town Meeting, appropriation was made towards the purchase of two parcels of Sutphin property for conservation purposes. The funding source identified in the article is twofold, the first \$220,000 from Community Preservation Act funding with \$73,000 coming from the Harwich Conservation Trust (HCT). The HCT provided the funds to the Town in October 2014 and a check was prepared in the same month assuming that a closing would occur timely. Due to issues on the Sutphin side, the closing has been delayed for an extended period. Our Finance Director has indicated that the \$73,000 from the HCT that should have been put into a gift account was left in the General Fund. At the conclusion of FY15, the \$73,000 was converted to free cash. The Town has an obligation to replace the \$73,000 from HCT. Due to the length of time related to the closing and a desire to complete the Sutphin acquisition, HCT has agreed to come up with an additional \$73,000 towards the Sutphin closing and is willing to wait for reimbursement of the original \$73,000.

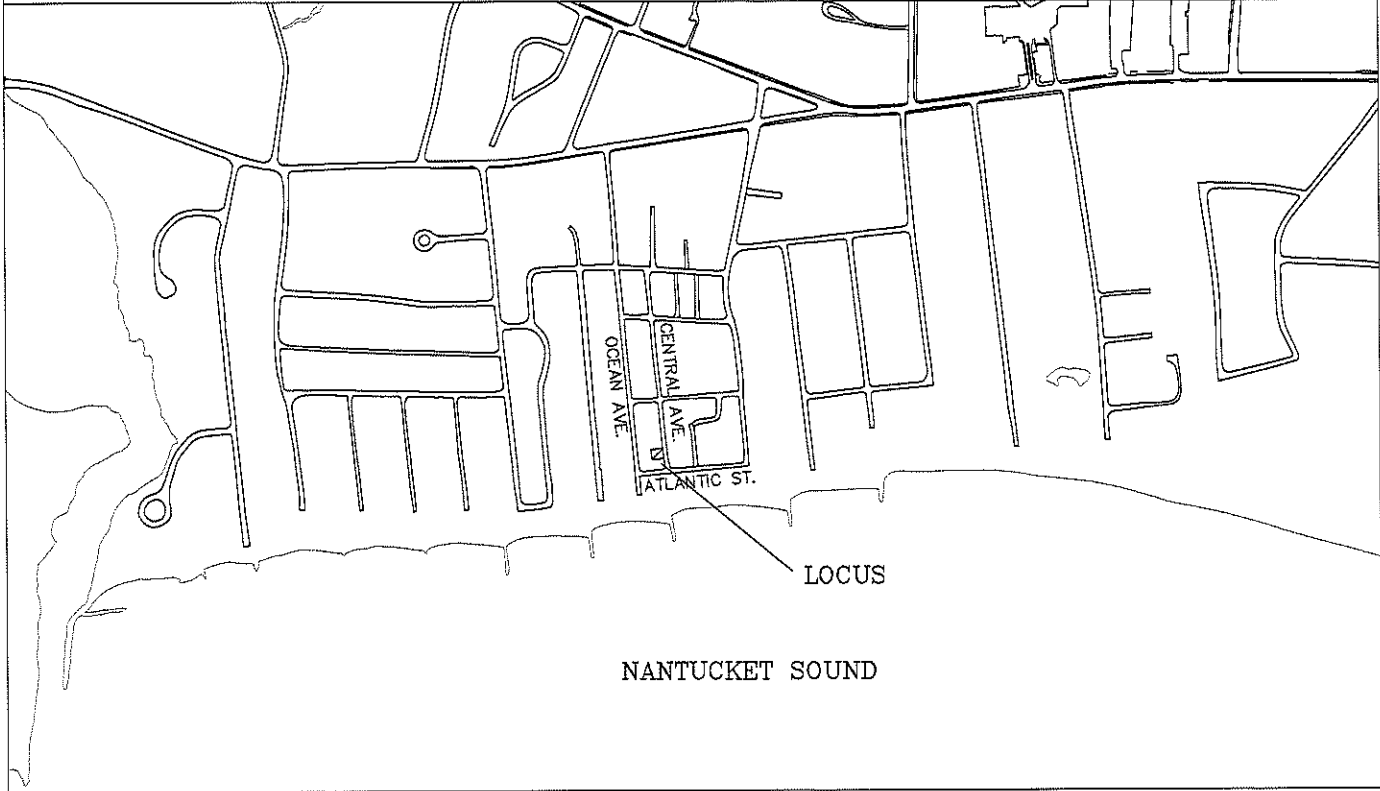
SALE OF TOWN-OWNED LAND – 4 CENTRAL AVENUE

ARTICLE 33: To see if the Town will vote to authorize the Board of Selectmen to sell 4 Central Avenue used for general municipal use as surplus property. The parcel is identified on Assessor's Map 6B, Parcel L134 and is approximately 0.04 of an acre, and to act fully thereon. By request of the Board of Selectmen.

Explanation: Real Estate and Open Space has identified this tiny parcel as one for sale. No Town Departments requested this parcel for municipal use. The Board of Selectmen has declared it as surplus. The parcel will be offered for sale. The Board of Selectmen will enter into a Purchase and Sale and sell the parcel.

ARTICLE:

ASSESSORS MAP: 6B PARCEL: L134
ADDRESS: 4 CENTRAL AVENUE



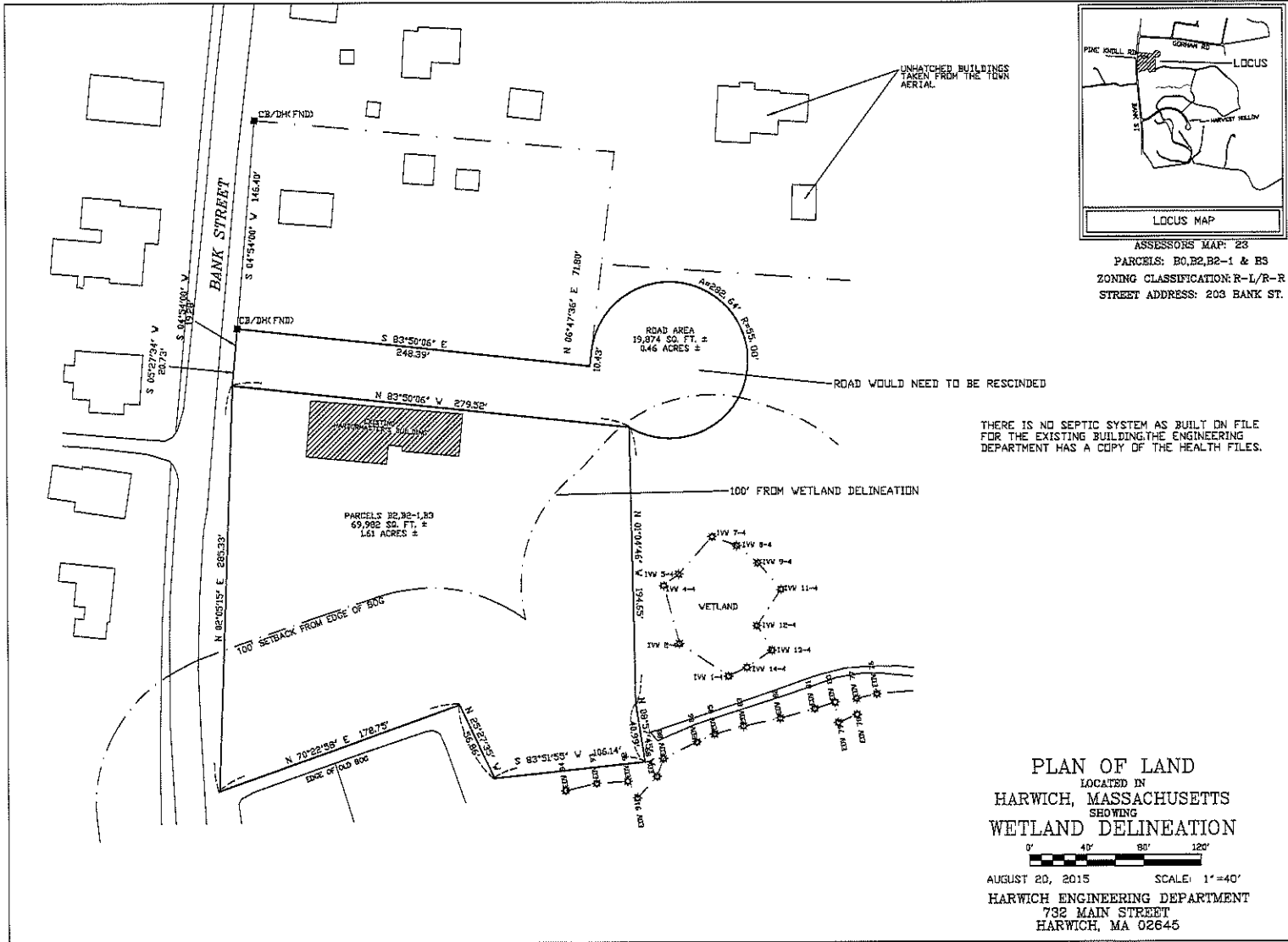
ATM Warrant Article #35 - 4 Central Avenue

SALE OF TOWN-OWNED LAND – 203 BANK STREET

ARTICLE 34: To see if the Town will vote to authorize the Board of Selectmen to sell 203 Bank Street used for general municipal use as surplus property. The current Harbormaster's Maintenance Facility will be relocated. The four parcels contain approximately 2.08 acres identified on Assessor's Map 32, Parcel R7-B and Assessor's Map 23, Parcels B2, B2-1, and B2-3. Proceeds of the sale are to be used to offset capital costs to construct the Harbormaster's Maintenance Facility at Saquatucket Harbor, and to act fully thereon. By request of the Board of Selectmen.

Explanation: The Board of Selectmen anticipates a relocation of the Harbormaster's maintenance facility area from Bank Street to Saquatucket Harbor. Proceeds from the sale of this property will be used to offset construction costs of the new facility. The building and land will be used for private purposes.

ATM Warrant Article 34 - 203 Bank Street



LEASE OF THE SAQUATUCKET LANDSIDE PROPERTY

ARTICLE 35: To see if the Town will vote to authorize the Board of Selectmen to lease on such terms and conditions as the Board of Selectmen deem in the best interests of the Town all or a portion of Saquatucket Harbor landside property and the so-called Downey property, as shown on a sketch plan entitled "Saquatucket Harbor Landside Improvements" for boat storage, passenger boat ticketing and retail/restaurant-related purposes, for a term not to exceed 10 years, including all extension and renewal options; said property having been acquired for general municipal purposes; and to act fully thereon. This parcel is identified on Assessor's Map 15, Parcel H4 and is 2.95 acres. By request of the Harbormaster and Town Administrator

PEG ACCESS AND CABLE RELATED FUND ACCEPTANCE

ARTICLE 36: To see if the Town will vote to accept General Laws Chapter 44, Section 53F³/₄, which establishes a special revenue fund known as the PEG Access and Cable Related Fund, to reserve cable franchise fees and other cable-related revenues for appropriation to support PEG access services and oversight and renewal of the cable franchise agreement, the fund to begin operation for fiscal year 2018, which begins on July 1, 2017, and to act fully thereon. By request of the Board of Selectmen.

AMEND THE CODE OF THE TOWN OF HARWICH - ZONING BY-LAWS TO INCLUDE NEW ARTICLE XXII, §325-134 – "TEMPORARY MORATORIA"

ARTICLE 37: To see if the Town will vote to amend the Code of the Town of Harwich – Zoning By-laws by adding the following new section 325-134:

XXII "TEMPORARY MORATORIUM ON THE SALE AND DISTRIBUTION OF RECREATIONAL MARIJUANA", and further to amend the Table of Contents to add Article XXII. "Temporary Moratorium on the Sale and Distribution of Recreational Marijuana" and the ensuing parts as proposed herein.

§325-134 Purpose

By vote at the State election on November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for recreational purposes. The law took effect on December 15, 2016 and (as amended on December 30, 2016; Chapter 351 of the Acts of 2016) requires a Cannabis Control Commission to issue regulations regarding the licensing of commercial activities by March 15, 2018 and begin accepting applications for licenses on April 1, 2018.

Currently under the Zoning Bylaw, non-medical Marijuana Establishments (hereinafter a "Recreational Marijuana Establishment") as defined in G.L. c.94G, §1 are not a permitted use in the Town and any regulations promulgated by the State Cannabis Control Commission are expected to provide guidance to the Town in regulating Recreational Marijuana Establishments. Further, the Act establishes a provision that involves ballot action by the Town whereby the Town

may, by ballot, determine whether it will prohibit Recreational Marijuana Establishments within the Town

The regulation of Recreational Marijuana Establishments and Marijuana Retailers raise novel and complex legal, planning, and public safety issues, and the Town needs time to study and consider the regulation of Recreational Marijuana Establishments and address such issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Recreational Marijuana Establishments and other uses related to the regulation of recreational marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Recreational Marijuana Establishments so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to adopt provisions of the Zoning Bylaw in a manner consistent with sound land use planning goals and objectives.

§325-135 Definitions

"Manufacture", to compound, blend, extract, infuse or otherwise make or prepare a marijuana product.

"Marijuana accessories", equipment, products, devices or materials of any kind that are intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling or otherwise introducing marijuana into the human body.

"Marijuana cultivator", an entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers,

"Marijuana establishment", a marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.

"Marijuana product manufacturer", an entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

"Marijuana products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

"Marijuana testing facility", an entity licensed to test marijuana and marijuana products, including certification for potency and the presence of contaminants.

"Marijuana retailer", an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

§325-136 Temporary Moratorium.

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for Recreational Marijuana Establishments. The moratorium shall be in effect through June 30, 2018. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of recreational marijuana in the Town, consider the Cannabis Control Commission's regulations regarding Recreational Marijuana Establishments and related uses, determine whether the town shall, by ballot measure, restrict any, or all Recreational Marijuana Establishments and shall consider adopting new provisions of the Zoning Bylaw to address the impact and operation of Recreational Marijuana Establishments and related uses,

§325-137 Severability. The provisions of this by-law are severable. If any provision, paragraph, sentence, or clause of this By-law or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw."

And to act fully thereon. By request of the Board of Selectmen

VARIOUS AMENDMENTS TO THE HARWICH HOME RULE CHARTER

ARTICLE 38: To see if the Town will vote to propose the following amendments to the Harwich Home Rule Charter, to be approved by the voters at the next annual Town election as follows (Deletions shown in strike through and new text shown as underlined):

1. Amend Chapter 3 subsection 3-7-3, Prohibitions, as follows:

3-7-3 Members of the board of selectmen shall be eligible to serve, ~~to the extent permitted by law, as ex-officio members of~~ as liaisons to appointed and elected town agencies. A liaison for any elected town agency or committee shall be appointed by a majority vote of the entire board of selectmen and shall be for the sole purpose of efficient communication between the board of selectmen and the affected appointed and/or elected town agency.

2. Amend Chapter 3 subsection 3-6-1, Powers of Appointment, as follows:

3-6-1 Except as may otherwise be provided by General Laws, this charter, or the personnel by-law, the board of selectmen shall have the power to appoint and remove: a) a town administrator as provided in chapter 4; b) a town counsel; c) ~~a town accountant~~ a finance director; d) a police chief; e) a fire chief; f) 3 assessors for overlapping 3-year terms; g) 3 members of a board of registrars of voters for overlapping 3-year terms; h) election officers; and i) 1 or more constables.

3. Amend Chapter 7 subsection 7-1-2, Advertising of Vacancies and Appointing Town Agencies, as follows:

7-1-2 To further promote a maximum level of qualified, active, and interested citizen participation on appointed town agencies, the board of selectmen shall advertise all vacancies and impending appointments. This advertising shall enumerate the vacancies that are to be filled and shall solicit the submission of a citizen activity record form from persons willing and able to serve. The advertisements shall be posted in a manner consistent with open meeting law postings (including on the Town's web site) and may be published in a newspaper of general circulation in the town. and shall be made once a week for a minimum of two weeks after the vacancy arises Vacancies shall remain posted/advertised a minimum of two weeks prior to an appointment by the board of selectmen.

4. Amend Chapter 7 subsection 7-2-2, General Provisions, as follows:

7-2-2 All town agencies ~~of the town~~ shall; a) organize annually at the first meeting after the beginning of the town's fiscal year (July 1 - June 30); b) elect ~~necessary officers~~ a chair, a vice-chair and a clerk; c) adopt rules of procedure and voting; d) maintain minutes and records of attendance, copies of which shall be a public record and regularly filed with the town clerk; and e) nominate prospective employees of their choice, who shall be considered for appointment by the town administrator, as provided in clause 4-4-2.

5. Amend Chapter 7 subsection 7-4-1, Board of Health, as follows:

7-4-1 A board of health of up to five members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's bylaws for 3-year overlapping terms. One member, at least, shall be a doctor of medicine, or a person with significant experience in public health.

6. Amend Chapter 7 subsection 7-5-1, Planning Board, as follows:

7-5-1 A planning board of ~~9 members and 2 alternate members~~ not less than 5 nor more than 9 members and 2 alternate members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws.

7. Amend Chapter 7 subsection 7-6-1, Board of Assessors, as follows:

7-6-1 A board of assessors of ~~3 members~~ consisting of one, three, five, seven, or nine members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. One member, at least, shall be professionally qualified for the duties of the office.

8. Amend Chapter 7 subsection 7-7-1, Conservation Commission, as follows:

7-7-1 A conservation commission of ~~7 members and 2 alternate members~~ not less than 3 nor more than 7 members and 2 alternate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

9. Amend Chapter 7 subsection 7-8-1, Council on Aging, as follows:

7-8-1 A council on aging of ~~9 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

10. Amend Chapter 7 subsection 7-9-1, Historic District and Historical Commission, as follows:

7-9-1 A historic district and historical commission consisting of not less than 3 nor more than 7 members and 5 alternates shall be appointed by the board of selectmen by the Board of Selectmen in accordance with the provisions of this charter and the General Laws as outlined in Article V of the By-laws in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

11. Amend Chapter 7 subsection 7-10-1, Recreation and Youth Commission, as follows:

7-10-1 A recreation and youth commission of ~~7 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

12. Amend Chapter 7 subsection 7-11-1, Cultural Council, as follows:

7-11-1 A cultural council of ~~5 members~~ not less than 5 members nor more than 22 members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws in accordance with the General Laws of the Commonwealth of Massachusetts. Members shall not be eligible to serve more than 2 consecutive terms.

13. Amend Chapter 7 subsection 7-12-1, Zoning Board of Appeals, as follows:

7-12-1 A zoning board of appeals of ~~5 members and 5 associate members~~ not less than 3 members nor more than 5 members and 5 associate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

14. Amend Chapter 7 section 7-13, Golf Committee, as follows:

7-13-1 A golf committee of ~~7 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

7-13-2 The committee shall ~~have full power and responsibility for~~ recommend governing policies relating to the maintenance and operation of the municipal golf course for consideration by the board of selectmen.

15. Amend Chapter 7 subsection 7-14-1, Waterways committee, as follows:

7-14-1 waterways committee of ~~7 members and 2 alternate members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms and shall be advisory to that board.

16. Amend Chapter 7 subsection 7-15-1, Cemetery Commission, as follows:

7-15-1 A cemetery commission of ~~3 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

17. Amend Chapter 7 subsection 7-16-1, By-law/Charter Review Committee, as follows:

7-16-1 A by-law/Charter Review Committee of ~~5 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. The committee shall regularly review the by-laws of the town and submit proposed revisions to the town meeting at least once every 5 years. In addition, the committee shall regularly review the charter and submit proposed amendments to it to the board of selectmen under section 2 of chapter 10 of this charter.

DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY

ARTICLE 39: To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$20,000 to help defray the expenses of the Chase Library and the Harwich Port Library; said funds to be expended under the direction of the Chase Library and Harwich Port Library Trustees, and to act fully thereon. By Petition. Estimated cost: \$20,000.

Explanation: Chase Library and Harwich Port Library are free, publicly supported libraries. Town funds have been appropriated either through the general budget or by articles since 1911 (Chase) and 1926 (Harwich Port). These funds are essential for continued operation and for the customary State reimbursements.

PROMOTE THE TOWN OF HARWICH

ARTICLE 40: To see if the Town will vote to: raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and to advance economic development initiatives for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town, and to act fully thereon. By petition. Estimated cost: \$25,000

Explanation: For more than 58 years, Harwich Chamber of Commerce (HCC) has worked in the best interest of Harwich and for the people living in, working in and visiting the Town of Harwich. Since 1995, the citizens of Harwich, through the annual Town Meeting, have voted to fund warrant articles submitted by the Harwich Chamber of Commerce in support of its work promoting the community, providing needed informational services, and developing and advancing economic sustainability and development strategies. We are again requesting the Town's support for the Chamber's efforts in:

- (a) providing year-round informational services to visitors, residents, second homeowners, and businesses (over 74,000 visits to our Information Center in 2016)*
- (b) promoting the Town of Harwich and its new brand: The Warm Side of the Cape, thereby bringing much needed income into the community.*
- (c) Support of the Chamber's efforts, in partnership with the Town of Harwich, to develop and implement economic development initiatives to benefit the Town as defined by objectives in the Town's Local Comprehensive Plan.*

*(a) **Year-Round Information Services:** Harwich's Information Center is open 52 weeks a year. Combining this valuable resource with the Chamber's internet/website portals, as well as telephone and mail inquiries, Harwich Chamber annually provides more than 320,000 instances of contact with visitors, seasonal and year-round homeowners and residents, organizations and businesses. These connections offer the opportunity to market and promote the Town utilizing our new brand "The Warm Side of the Cape." By being available to meet the needs of our "customers" we are able to encourage patronage of our local amenities and businesses and to connect individuals and businesses with the appropriate Town offices and officials 12 months a year in a friendly, warm and upbeat fashion.*

*(b) **Promoting the Town of Harwich:** The Harwich Chamber continues to be the lead force in promoting the Town of Harwich. By utilizing a multi-faceted approach, HCC strives to position Harwich as a premier destination for local, regional, national and international individuals and families. The marketing strategies are aimed at encouraging residents, second homeowners (current and potential), and visitors to avail themselves of Harwich's recreational amenities, as well as for shopping, dining, vacations, day trips, events and festivals. The plan, which positions Harwich as a desired vacation destination and an outstanding place in which to live and work, includes:*

1. *The Harwich Magazine, the Town's primary comprehensive printed and online resource for attracting tourists and visitors to Harwich, and for our residents, second home-owners and businesses.*
2. *The HCC website's robust content complements the Magazine and links to a wide range of Town resources.*
3. *Ancillary printed and on-line pieces, including specialized maps (cranberry bogs, lodging locator, dining locator, beaches, bike trail) that target market segments and interests.*
4. *Media placements in local, regional and national publications.*
5. *Online targeted ads geared towards establishing new residents, building our workforce and bringing in tax revenues for the town.*

Special events and festivals are about more than attracting people to town to enjoyable experiences. They are about defining key elements of Harwich's brand and about parlaying those assets into support for our businesses, non-profit organizations, and the community. For example, Fall for Harwich provided the umbrella under which thousands of people were invited to participate in a robust array of more than 30 events, including the half-marathon road race, music festival, bog walks, concerts, teas, arts & crafts, our first sidewalk sale and more. Fall for Harwich and Christmas in Harwich also provide opportunities for our local non-profits to raise badly needed funds and increase their visibility. In addition, the Chamber continues to actively engage in creating and implementing new events as well as expanding existing events. In 2016, the Chamber coordinated eight Port Summer Night Musical Strolls in Harwich Port, several musical concerts that combined opportunities with restaurants to increase meals off season with a night out and a show. We look forward to continue to expand these offerings in 2017.

Economic Development: *HCC will continue to collaborate with the Town on economic development strategies and initiatives. Over this past year, HCC has worked tirelessly on behalf of the Town and its businesses and continues to do so. HCC has advocated for a strengthened technology infrastructure and better health insurance rates for small businesses. The Chamber has also provided training, counsel and support to dozens of small businesses struggling to survive in the current economic climate, and has met with several individuals considering locating their business in Harwich.*

HCC continues to strengthen its collaboration with other local chambers of commerce through the Local Cape Chambers Collaborative (LC3) and the Lower Cape Chambers group. Among the many activities currently underway are:

- *With LC3: meeting with the Economic Development Council on regional economic development priorities, identified by local chambers in consultation with town officials*
- *With LC3: continued advocacy on transportation issues, including real time information, bridge issues, issues relating to drug use, attracting more traffic to the Regional Airport and more.*
- *With Lower Cape Chambers: hosting the Annual Lower Cape Home & Garden Expo this year again to be held at the Cape Cod Tech, trainings (WISP and Roundtable Workshops), inter-chamber networking (giving greater business-to-business opportunities)*
- *Parking and Connectivity: Explore opportunities for remote parking lots and transit service for harbors, beaches and other sites with high seasonal demand*

The Chamber is honored to partner with the Town on building a better community, but the Chamber relies on the Town's support to help achieve its goals. Without this support, the Chamber's marketing activities will be significantly reduced. We appreciate the past support of the Town of Harwich and request funding for these important, revenue-generating initiatives. Thank you for your consideration.

SUPPLEMENT ANNUAL ALLOCATION OF MASS CULTURAL COUNCIL FOR LOCAL CULTURAL COUNCIL GRANTS

ARTICLE 41: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to supplement the Massachusetts Cultural Council annual allocation for grant awards to artists, performers and interpretive scientists who bring events to local venues which enhance the cultural experience of Harwich citizens of all ages, and to act fully thereon. By request of the Harwich Cultural Council. Estimated Cost: \$3000

PROHIBIT THE DEMOLITION OF THE WEST HARWICH SCHOOL

ARTICLE 42: To see if the Town will vote to protect the historic and cultural resource of the town owned West Harwich Schoolhouse by prohibiting demolition and/or dismantling and/or moving of the building to another part of town, to any other town or to any other state, and to act fully thereon. By Petition.

Explanation: The West Harwich Schoolhouse was built in 1871 and has been used for many purposes including a Veteran's Affairs office and a Youth Recreation center. It is a well built and highly adaptable building. As Captains' Row evolves into a walkable and vibrant neighborhood accenting our collective heritage ad with plans for an improved Rt. 28 with design enhancements including lamp posts or benches or a pocket park and gently sidewalks the use of the schoolhouse could be invaluable. With 7 villages of Harwich each with its own distinct character, for the West Harwich village the civic building of the quintessential schoolhouse is our historic resource that should not be destroyed or taken from us. The building needs to be rehabilitated at its original site and the wishes of the community respected. There is easy access from Rt. 28 and plenty of parking. Because the schoolhouse lies in close proximity to the Historic Baptist Cemetery, the Bike Trail, Bells Neck Conservation land, Home of the Harwich Junior Theater, and the Herring River it holds the potential for multiple community oriented uses

PURCHASE AND INSTALL HISTORCALLY ACCURATE WINDOWS IN THE WEST HARWICH SCHOOLHOUSE

ARTICLE 43: To see if the Town will vote to direct town administration to complete the wishes of the voters as expressed at the 2007 town meeting to use the existing C P C funding to purchase and install historically accurate windows in the West Harwich Schoolhouse, and to act fully thereon. By Petition

Explanation: At the 2007 town meeting actions under article 42 voted in the affirmative to fund a CPC article dedicating \$84,000 for installation of historically appropriate windows in the Sisson Road Recreation building and the West Harwich schoolhouse. The Sisson Road building received its windows but the West Harwich Schoolhouse windows were never installed and \$32,000 remains to complete the project. Enacting only part of the vote that was approved by town meeting and not completing the other part is a precedent that should not be tolerated. Essentially this undermines the power of town meeting and the vote. The town has the responsibility to enact what the voters approved in town meeting and a yes vote on this article assures that the citizens' vote is honored. The town has already invested \$28,000 appropriated in 2008 for repair of the foundation on this building. This continues the process that has already been started.

USE OF THE HARWICH MIDDLE SCHOOL FOR TOWN OWNED HOUSING

ARTICLE 44: To see if the Town will vote to raise and appropriate, transfer from available funds, free cash flow or borrow a sufficient sum of money to fund architectural and engineering plans to retain the Harwich Middle school for development as a town owned affordable and/or senior housing facility managed either internally or by an outside agency, and to act fully thereon. The appropriation authorized by this vote shall not take effect until the town is exempt from the limitation on the total taxes imposed by M.G.L. Chapter 59, Section 21C (proposition 2 ½) the amounts required to pay the principal and any interest on any borrowing authorized under this article and further authorize the board of selectmen to accept any State, Federal or private grant monies for this purpose. By Petition. Estimated cost: \$65,000

Explanation: With the formation of the Monomoy Regional School District the Harwich Middle School became an unwanted and unused building which was transferred to the Town of Harwich. At least two Board of Selectmen Repurpose Committees have struggled with the future of this facility. On May 17, 2016 a non-binding ballot question with four specific options attempted to provide a clear direction for the future use of this property. Option #3 received the most votes. This option called for the sale of the property to an outside developer for affordable or senior housing purposes. The Board of Selectmen has chosen to ignore the results of the question and seeks to rent space for non-profit activities. The recently updated Harwich Housing Plan identifies the need for 277 additional affordable housing units in the Town of Harwich to bring the town in line with the State of MA goal of 10% affordable housing stock in each community. Multi-unit affordable housing developments are typically undertaken by private developers under a process known as "40B ". The process circumvents local zoning and often results in the town having little or no say as to who gets to reside in these affordable housing units. The affected communities and neighborhoods often resist such developments due to the loss of local control and "not in my backyard" objections

In Harwich we have a real and urgent need for affordable housing for seniors, veterans, work force, individuals and small families. Many of our recently graduated college professionals are burdened with student debt and need an affordable housing solution to begin their careers here in Harwich

This article seeks to evaluate the potential and associated renovation / operating costs associated with a Town owned conversion of the Middle School to affordable housing units. As taxpayers we would invest in the conversion and utilize the existing Harwich Housing Authority to manage the ongoing operation of this facility

By funding, owning and operating this affordable housing complex we will be better able to set the rules and provide occupancy preferences based upon connections to the Town of Harwich. This is an important opportunity for us to stand up for our seniors, veterans, work force, individuals and small families while making a very significant addition to our affordable housing stock

By funding the conversion study the consultant will develop floor plans to identify the number and size of individual housing units as well as defining the features of common areas and site features. Most importantly the costs of converting and operating the facility will be estimated and identified.

Based upon the successful outcome of the study an article and associated ballot question will be provided for inclusion in the 2018 Annual Town Meeting for the Town to decide if it wants to support this project.

DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION

ARTICLE 46: To see if the Town will vote to authorize revolving funds for certain town departments under M.G.L. Ch. 44, § 53E ½ for the Fiscal Year beginning July 1, 2018; and to act fully thereon. By request of the Board of Selectmen

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>	<u>FY 18 Spending Limit</u>	<u>Disposition of FY17 Fund balance</u>
Golf	Director, Golf Committee & ATA	Golf Lessons and Pro Shop Sales	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor	\$250,000	Available for expenditure
Golf Infrastructure fund	Director, Golf Committee	New surcharge on all green fees and cart fees	CVGC Infrastructure including Club House facilities, maintenance facilities	\$100,000	
Council on Aging	Director & Council on Aging	Fees from health, recreation, nutrition and education programs	Health, recreation, nutrition and education programs	\$125,000	Available for expenditure
Cemetery	Administrator & Cemetery Commission	90% of Lot Sales, 100 % of all Cemetery Services and Fees	Maintenance of town cemeteries	\$70,000	Available for expenditure

Community Center	Director & Facilities Committee	Fees from use of the weight room	Weight Room Equipment (and repair)	\$50,000	Available for expenditure
Recreation	Director & Rec & Youth Commission	Fees from recreation and youth programs	Recreation and youth programs	\$120,000	Available for expenditure
Albro House	Town Planner & Historic District/Hist. Commission	Fees from receipts of lease or fees for short term rooms use and rental	Restorations, maintenance, care and support of town-owned property	\$10,000	Available for expenditure
ADA	Town Administrator	Receipts of parking penalty fees	Interpreter services or accommodations required under ADA	\$2,500	Available for expenditure
Wetlands	Conservation Commission	Notice of Intent filing fees	Consultants and wetland and buffer zone management and restoration projects	\$6,000	Available for expenditure

ESTABLISH ANNUAL REVOLVING FUND FOR THE CARE AND MAINTENANCE OF THE FORMER HARWICH MIDDLE SCHOOL

ARTICLE 47: To see if the Town will vote to authorize the creation and establishment of a revolving fund as authorized under M.G.L. Ch. 44, § 53E ½ for the Community Center Director and Facilities Manager, for the purpose of funding continuing period appropriate restorations, maintenance, care, and support of town-owned property, not to exceed \$100,000 annually with funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room(s) use and rental, and to act fully thereon. By request of the Community Center Director and Town Administrator.

ESTABLISH ANNUAL SIDEWALK REVOLVING FUND

ARTICLE 48: To see if the Town will vote to establish a revolving fund, effective FY 2018 under M.G.L. Chapter 44, Section 53E ½ for the purpose of accepting monies generated from receipts paid to the Town in lieu of sidewalks required to be installed in new subdivisions, credited to the revolving fund, expenditures for sidewalk improvements including consulting services and construction approved by the Town Planner and the Planning Board in an amount not to exceed fifty thousand dollars (\$50,000), and to act fully thereon. By request of the Planning Board.

Explanation: While this Revolving Fund was properly established under M.G.L., Chapter 44, Section 53E ½ at the May 2004 Special Town Meeting, Article 9, it has not been reauthorized annually by Town Meeting as required by the statute. This article is intended to correct this oversight.

ESTABLISH A DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION BY-LAW

ARTICLE 49: To see if the Town will vote to establish a new by-law to be added to the Code of the Town of Harwich under a new Chapter 8, entitled “Departmental Revolving Funds”, and to act fully thereon. By request of the Board of Selectmen.

8. Departmental Revolving Funds

8.1 There are hereby established in the Town of Harwich pursuant to the provisions of M.G.L. c.44 §53E ½, the following Revolving Funds:

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>
Golf	Director, Golf Committee & ATA	Golf Lessons and Pro Shop Sales	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor
Golf Infrastructure fund	Director, Golf Committee	New surcharge on all green fees and cart fees	CVGC Infrastructure including Club House facilities, maintenance facilities
Council on Aging	Director & Council on Aging	Fees from health, recreation, nutrition and education programs	Health, recreation, nutrition and education programs
Cemetery	Administrator & Cemetery Commission	90% of Lot Sales, 100 % of all Cemetery Services and Fees	Maintenance of town cemeteries
Community Center	Director & Facilities Committee	Fees from use of the weight room	Weight Room Equipment (and repair)
Recreation	Director & Rec & Youth Commission	Fees from recreation and youth programs	Recreation and youth programs
Albro House	Town Planner & Historic District/Hist. Commission	Fees from receipts of lease or fees for short term rooms use and rental	Restorations, maintenance, care and support of town-owned property
ADA	Town Administrator	Receipts of parking penalty fees	Interpreter services or accommodations required under ADA
Wetlands	Conservation Commission	Notice of Intent filing fees	Consultants and wetland and buffer zone management and restoration projects

8.2 Expenditures from each revolving fund set forth herein shall be subject to the limitation established annually by Town Meeting or any increase therein as may be authorized in accordance with M.G.L. c.44, §53E ½.

Explanation: Revolving funds must now be established by by-law or ordinance, and the expenditure limits must be established annually and prior to July 1. The Municipal Modernization Act eliminates the per board and total limitations on the size of such funds.

STABILIZATION FUND

ARTICLE 50: To see if the Town will vote to raise and appropriate or transfer from surplus revenue or available funds a sufficient sum of money to be added to the Stabilization Fund, and act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$0.

OPEB TRUST FUND

ARTICLE 51: To see if the Town will vote to raise and appropriate or transfer from surplus revenue or available funds a sufficient sum of money to be added to the OPEB Trust Fund, and act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$70,000.

FUND PRIOR YEAR'S UNPAID BILLS

ARTICLE 52: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to pay unpaid bills of prior years as provided for in M.G.L. Ch. 44, Section 64, and to act fully thereon. By request of the Finance Director/Accountant. Estimated cost: \$2,877.87

Explanation:

<i>Planning - copier contract (Axion) un-invoiced bill – FY 16</i>	\$678.07
<i>BBE Corporation – FY 16</i>	\$225.00
<i>Siemens Industry – FY 16</i>	\$930.00
<i>Police – T-Mobile – FY 16</i>	\$700.00
<i>Police – Moore Medical – FY 16</i>	\$344.80
	<u>\$2,877.87</u>

MUNICIPAL MODERNIZATION ACT – USES OF BOND PREMIUMS

ARTICLE 53: To see if the Town will vote to supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; and to act fully thereon. By request of the Board of Selectmen.

COMPENSATING BALANCE AGREEMENT

ARTICLE 54: To see if the Town will vote to authorize its Treasurer to enter into a compensating balance agreement or agreements with banking institutions for Fiscal Year 2017 pursuant to Chapter 44, § 53F of the General Laws and to act fully thereon. Customary Article.

LIABILITY TIDAL/NON-TIDAL RIVERS

ARTICLE 55: To see if the Town will assume the liability in the manner provided by § 29 of Chapter 91 of the General Laws as amended by Chapter 516 and 524, Acts of 1950, for all damages that may be incurred by work to be performed by the Department of Public Works of Massachusetts, for improvement, development, maintenance and protection of tidal and non-tidal rivers, streams, harbors, tide waters, foreshore and shores along a public

beach outside of Boston Harbor, including the Merrimack and Connecticut Rivers in accordance with § 11 of Chapter 91 of the General Laws and to authorize the Selectmen to execute and deliver a bond of indemnity to the Commonwealth and to act fully thereon. Customary Article.

HERRING FISHERIES

ARTICLE 56: To see what action the Town will take in regard to the Herring Fisheries and to act fully thereon. Customary Article.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
SPECIAL TOWN MEETING
MAY 2, 2017**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said county,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street in said Town on Tuesday, May 2, 2017 at 8:00 P.M., then and there to act on the following articles:

ARTICLES

FUND THE SNOW AND ICE DEFICIT


ARTICLE 1: To see if the Town will vote to transfer from available funds a sufficient sum of money to fund the Fiscal Year 2017 Snow and Ice Deficit Account, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$ Pending.

FUND SHORTFALLS IN BUDGET TRANSFERS

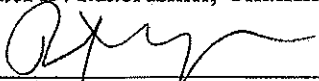
ARTICLE 2: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to fund shortfalls in various budget transfers, and to act fully thereon. By request of the Town Administrator and Town Accountant. Estimated cost: \$ Pending

Hereof fail not to make return of the Warrant with your doings thereon at the time and place of said meeting.

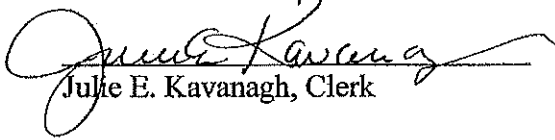
Given under our hands this 20th day of March, 2017



Michael D. MacAskill, Chairman

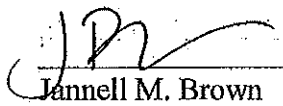


Peter S. Hughes, Vice Chairman



Julie E. Kavanagh, Clerk

Angelo S. La Mantia



Jannell M. Brown

BOARD OF SELECTMEN

A true copy Attest:

Constable

**SAMPLE
COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL ELECTION BALLOT
MAY 16, 2017**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said County,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, May 16, 2017, then and there to act on the following ballot:

POLLS WILL BE OPEN AT 7:00 A.M. and CLOSE AT 8:00 P.M.

To choose on one (1) ballot the following Town Officers and Committees: two (2) Selectmen for three (3) years; two (2) Monomoy Regional School Committee Member for three (3) years; two (2) Library Trustees for three (3) years; one (1) Water Commissioner for three (3) years.

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 bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to an intermunicipal agreement between the Town of Harwich and the Town of Chatham which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and disposal, and the design of sewers in the Pleasant Bay Watershed and the design of the Chatham interconnection system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

2. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich

Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, construction, and implementation of the Cold Brook Project, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

3. "Shall the Town of Harwich be allowed to assess an additional \$420,000 in real estate and personal property taxes for the purpose of purchasing or leasing one pumper for the Fire Department for the fiscal year beginning July first, two thousand and seventeen?"

YES _____ NO _____

4. "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 in order to hire an architectural firm for the purpose of developing construction plans and bid documents for construction/ renovation of Fire Station 2 at 149 Route 137?"

YES _____ NO _____

5. "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 in order to complete facility improvements such as construct a solar capable Cart Barn, with the ability to house a state of the art electric golf cart fleet, re-skin and re-roof the major maintenance "storage" facility, provide environmental upgrades, and reconfigure the existing parking lot and lanes and access to the Club House and Pro Shop facilities with appropriate enhancements, including all costs incidental and related thereto?"

YES _____ NO _____

6. "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 in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2018?"

YES _____ NO _____

7. “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 in order to design and construct Saquatucket Harbor Landside Renovations, including a new Harbormaster Office building, a leased waterfront Café restaurant, six rented seasonal vendor shacks, a boardwalk with viewing areas that overlook the marina, and a consolidated passenger boat ticket booths and a Harbormaster Department maintenance facility building on the former Downey property including all costs incidental and related thereto?”

YES _____ NO _____

NON-BINDING PUBLIC OPINION ADVISORY QUESTION
TO PROTECT PUBLIC HEALTH AND SAFETY – MOVE SPENT FUEL AT
PLYMOUTH NUCLEAR POWER STATION

Whereas, the original design for the Pilgrim Nuclear Power Station (PNPS) spent fuel pool was for 880 assemblies and now holds over 2,822 densely racked and tightly packed assemblies, and;

Whereas, the PNPS spent fuel pool holds over 11 times the amount of cesium released at Chernobyl, and;

Whereas, the MA Attorney General Office 2006 report cited an accident at PNPS could result in 24,000 latent cancers, \$488 billion in damages, and contamination of hundreds of miles downwind, and;

Whereas, 885 Boraflex panels, which prevent criticality and fire, will be susceptible to unacceptable levels of deterioration by September, 2017, and;

Whereas, the citizens of the Town of Harwich, MA find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Therefore, Should the people of the Town of Harwich, MA direct the town’s government to communicate with Governor Baker to employ all means available to ensure spent nuclear fuel generated by the Pilgrim Nuclear Power Station be placed in secure dry casks as soon as technically feasible and consistent with the highest standards, ready to be moved to a permanent federal facility when available in order to protect the health, welfare, and economic interests of the Town of Harwich, MA and its inhabitants and visitors?

YES _____ NO _____

**SAMPLE
COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL ELECTION BALLOT
MAY 16, 2017**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said County,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, May 16, 2017, then and there to act on the following ballot:

POLLS WILL BE OPEN AT 7:00 A.M. and CLOSE AT 8:00 P.M.

To choose on one (1) ballot the following Town Officers and Committees: two (2) Selectmen for three (3) years; two (2) Monomoy Regional School Committee Member for three (3) years; two (2) Library Trustees for three (3) years; one (1) Water Commissioner for three (3) years.

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 bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to an intermunicipal agreement between the Town of Harwich and the Town of Chatham which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and disposal, and the design of sewers in the Pleasant Bay Watershed and the design of the Chatham interconnection system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

2. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich

Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, construction, and implementation of the Cold Brook Project, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

3. "Shall the Town of Harwich be allowed to assess an additional \$420,000 in real estate and personal property taxes for the purpose of purchasing or leasing one pumper for the Fire Department for the fiscal year beginning July first, two thousand and seventeen?"

YES _____ NO _____

4. "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 in order to hire an architectural firm for the purpose of developing construction plans and bid documents for construction/ renovation of Fire Station 2 at 149 Route 137?"

YES _____ NO _____

5. "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 in order to complete facility improvements such as construct a solar capable Cart Barn, with the ability to house a state of the art electric golf cart fleet, re-skin and re-roof the major maintenance "storage" facility, provide environmental upgrades, and reconfigure the existing parking lot and lanes and access to the Club House and Pro Shop facilities with appropriate enhancements, including all costs incidental and related thereto?"

YES _____ NO _____

6. "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 in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2018?"

YES _____ NO _____

7. "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 in order to design and construct Saquatucket Harbor Landside Renovations, including a new Harbormaster Office building, a leased waterfront Café restaurant, six rented seasonal vendor shacks, a boardwalk with viewing areas that overlook the marina, and a consolidated passenger boat ticket booths and a Harbormaster Department maintenance facility building on the former Downey property including all costs incidental and related thereto?"

YES _____ NO _____

NON-BINDING PUBLIC OPINION ADVISORY QUESTION
TO PROTECT PUBLIC HEALTH AND SAFETY – MOVE SPENT FUEL AT
PLYMOUTH NUCLEAR POWER STATION

Whereas, the original design for the Pilgrim Nuclear Power Station (PNPS) spent fuel pool was for 880 assemblies and now holds over 2,822 densely racked and tightly packed assemblies, and;

Whereas, the PNPS spent fuel pool holds over 11 times the amount of cesium released at Chernobyl, and;

Whereas, the MA Attorney General Office 2006 report cited an accident at PNPS could result in 24,000 latent cancers, \$488 billion in damages, and contamination of hundreds of miles downwind, and;

Whereas, 885 Boraflex panels, which prevent criticality and fire, will be susceptible to unacceptable levels of deterioration by September, 2017, and;

Whereas, the citizens of the Town of Harwich, MA find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Therefore, Should the people of the Town of Harwich, MA direct the town's government to communicate with Governor Baker to employ all means available to ensure spent nuclear fuel generated by the Pilgrim Nuclear Power Station be placed in secure dry casks as soon as technically feasible and consistent with the highest standards, ready to be moved to a permanent federal facility when available in order to protect the health, welfare, and economic interests of the Town of Harwich, MA and its inhabitants and visitors?

YES _____ NO _____

**SAMPLE
COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL ELECTION BALLOT
MAY 16, 2017**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said County,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, May 16, 2017, then and there to act on the following ballot:

POLLS WILL BE OPEN AT 7:00 A.M. and CLOSE AT 8:00 P.M.

To choose on one (1) ballot the following Town Officers and Committees: two (2) Selectmen for three (3) years; two (2) Monomoy Regional School Committee Member for three (3) years; two (2) Library Trustees for three (3) years; one (1) Water Commissioner for three (3) years.

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 bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to an intermunicipal agreement between the Town of Harwich and the Town of Chatham which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and disposal, and the design of sewers in the Pleasant Bay Watershed and the design of the Chatham interconnection system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

2. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich

Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, construction, and implementation of the Cold Brook Project, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

3. "Shall the Town of Harwich be allowed to assess an additional \$420,000 in real estate and personal property taxes for the purpose of purchasing or leasing one pumper for the Fire Department for the fiscal year beginning July first, two thousand and seventeen?"

YES _____ NO _____

4. "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 order to hire an architectural firm for the purpose of developing construction plans and bid documents for construction/ renovation of Fire Station 2 at 149 Route 137?"

YES _____ NO _____

5. "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 in order to complete facility improvements such as construct a solar capable Cart Barn, with the ability to house a state of the art electric golf cart fleet, re-skin and re-roof the major maintenance "storage" facility, provide environmental upgrades, and reconfigure the existing parking lot and lanes and access to the Club House and Pro Shop facilities with appropriate enhancements, including all costs incidental and related thereto?"

YES _____ NO _____

6. "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 in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2018?"

YES _____ NO _____

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Therefore, Should the people of the Town of Harwich, MA direct the town's government to communicate with Governor Baker to employ all means available to ensure spent nuclear fuel generated by the Pilgrim Nuclear Power Station be placed in secure dry casks as soon as technically feasible and consistent with the highest standards, ready to be moved to a permanent federal facility when available in order to protect the health, welfare, and economic interests of the Town of Harwich, MA and its inhabitants and visitors?

YES _____ NO _____

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017				FinCom Recom	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other	ART#
				Petitioner	Request	TA Recom.	BOS Recom.									
4-0-0	6-0-0	1	Town Officers & Committees	Customary											1	
4-0-0	6-0-0	2	Reports of Town Officers & Comms.	Customary											2	
4-0-0	6-0-0	3	Elected Officials Salaries	Customary											3	
4-0-0		4	Town Operating Budget	BOS	\$ 33,300,000	\$ 33,300,000		\$ 18,788,138	\$ 81,130		\$ 650,178		\$ 10,899,086	\$ 1,317,519	4	
5-0-0	8-1-0	5	MRSD Budget (Tax Levy)	MRSC/Supt	\$ 24,787,671	\$ 24,787,671	\$ 24,563,557	\$ 24,787,671	\$ 24,563,557						5	
	8-1-0	5	MRSD (Capital Only)					\$ 224,114	\$ 224,114						5	
4-0-0	8-0-0	6	CC Tech School Budget	Supt.	\$ 1,487,362	\$ 1,487,362	1,487,362	\$ 1,487,362	\$ 1,487,362						6	
4-0-0	7-0-0	7	Water Department Budget	Water Com.	\$ 4,126,594	\$ 4,126,594	4,126,594	\$ 4,126,594			\$ 4,126,594				7	
5-0-0	6-0-0	8	Adopt Capital Plan	BOS											8	
5-0-0	6-0-0	9	Cap Items Under \$50K from Free Cash	BOS	\$ 116,819	\$ 116,819	116,819	\$ 116,819	\$ 116,819						9	
5-0-0	7-0-1	10	Facility Maint & Repair Fund	BOS	\$ 808,086	\$ 808,086	808,086	\$ 808,086	\$ 774,156		\$ 33,930				10	
5-0-0	8-0-0	11	Design & Construction of Sewers in Pleasant Bay Watershed	BOS	\$ 9,035,000	\$ 9,035,000	\$ 9,035,000	\$ 9,035,000				\$ 9,035,000			11	
5-0-0	8-0-0	12	Cold Brook Project	BOS	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000				\$ 2,000,000			12	
	8-0-0	13	Enact Sewer Bylaw	BOS											13	
5-0-0	5-3-0	14	Fund Replacement of Fire Pumper	FIRE	\$ 420,000	\$ 420,000	420,000					\$ 420,000		FinCom voted to fund from Stabilization	14	
5-0-0	8-0-0	15	Fund Plans & Bid Docs for Station 2	FIRE	\$ 310,000	\$ 310,000	310,000					\$ 310,000			15	
5-0-0	8-0-0	16	Golf Course Landscape Reclamation & tree removal	Golf	\$ 43,000	\$ 43,000	43,000							\$ 43,000	16	
5-0-0	8-0-0	17	Golf Course Irrigation Update and system rebuild	Golf	\$ 39,000	\$ 39,000	39,000							\$ 39,000	17	
5-0-0	8-0-0	18	Reconst of Maint & Operations Infrastructure at Golf Course	Golf	\$ 1,200,000	\$ 1,200,000	1,200,000					\$ 1,200,000			18	
4-0-0	8-0-0	19	Replacement of Round Cove Boat Ramp	Harbor	\$ 177,070.25	\$ 177,070.25	\$ 177,070.25	\$ 177,070.25						\$ 177,070.25	19	
	7-0-1	20	Fund Saquatucket Harbor Landside Project	Harbor	\$ 3,000,000	\$ 3,000,000		\$ 3,000,000				\$ 3,000,000			20	
	8-0-0	21	Purchase & Equip DPW Vehicles	DPW	\$ 390,000	\$ 390,000		\$ 390,000	\$ 390,000						21	
4-0-0	8-0-0	22	Fund Road Maint Program	DPW	\$ 700,000		\$ 700,000	\$ 700,000				\$ 700,000			22	
5-0-0	8-0-0	23	Fund Water Dept Vehicles	Water Com.	\$ 107,855.50	\$ 107,855.50	\$ 107,855.50	\$ 107,855.50			\$ 107,855.50				23	
5-0-0	8-0-0	24	Fund Replacement of Old Water Service along Nat'l Grid Project	Water Com.	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000			\$ 400,000				24	
5-0-0	7-0-0	25	CPC - Reserve for future appropriations	CPC											25	
5-0-0	7-0-0	26	CPC - Fund Land Bank Debt Service	CPC	\$ 610,000	\$ 610,000	\$ 610,000	\$ 610,000			\$ 610,000				26	
5-0-0	6-1-0	27	CPC - Restoration of Chase Library Chimney	CPC	\$ 5,100	\$ 51,000	\$ 5,100	\$ 5,100			\$ 5,100				27	
5-0-0	7-0-0	28	CPC - Whitehouse Field Irrigation	CPC	\$ 28,500	\$ 28,500	\$ 28,500	\$ 28,500			\$ 28,500				28	
5-0-0	7-0-0	29	CPC - Brooks Park exp/imp Phase #4	CPC	\$ 167,900	\$ 167,900	\$ 167,900	167,900			\$ 167,900				29	

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other	ART#
										\$ 45,000,128	\$ 1,984,792	\$ -	\$ -	\$ 10,899,086	\$ -		
4-0-0	7-1-0	38		12. Ch. 7, §7-11-1 Cultural Council "not less than 5 nor more than 22 members"	BOS												38
4-0-0	7-1-0	38		13. Ch. 7, §7-12-1 ZBA "not less than 3 nor more than 5 members & 5 Assoc. Members	BOS												38
4-0-0	7-1-0	38		14. Ch. 7, §7-13-1 Golf Comm "delete "7 members" & include appt by the BoS "as outline in Ch.7, Art. III" & §7-13-2 change wording of their authority.	BOS												38
4-0-0	7-1-0	38		15. Ch. 7, §7-14-1 Waterways Comm delete "7 members & 2 Alt." & incl appt by the BoS "as outline in Ch.7, Art. III"	BOS												38
4-0-0	7-1-0	38		16. Ch. 7, §7-15-1 Cemetery Comm delete "3 members" and include appt by the BoS "as outline in Ch.7, Art. III"	BOS												38
4-0-0	7-1-0	38		17. Ch 7, §7-16-1 Bylaw/Charter Review Comm delete "5 members" and include appt by the BoS "as outline in Ch.7, Art. III"	BOS												38
4-0-0	8-0-0	39		Chase & H.Port Libraries Defrey Expense	Petitioned	\$ 20,000	\$ 20,000	\$ 20,000		\$ 20,000							39
4-0-0	8-0-0	40		Promote Harwich	Petitioned	\$ 35,000	\$ 25,000	\$ 25,000		\$ 25,000							40
4-0-0	8-0-0	41		Annual Allocation of Mass Cultural Council	Culture Council	\$ 3,000	\$ 3,000	\$ 3,000		\$ 3,000							41
4-0-0 IPP	9-0-0 IPP	42		Refrain from Enforcing Federal Immigration Law	Petitioned												42
4-0-0 IPP		42		Prohibit Demolition of W. Harwich School	Petitioned												42
4-0-0 IPP		43		Purchase & Install Historic Windows in W. Harwich School	Petitioned												43
3-1-0 IPP		44		Use of Harwich Middle School for Town Owned Housing	Petitioned	\$ 65,000											44
5-0-0		46		Funding Tree Replacement for Cemetery Dept.	Cemetery												46
4-0-0	9-0-0	45		Departmental Revolving Funds Authorization	BOS												45
4-0-0	6-2-1	46		Est. Harwich Middle School Revolving Account	Com Ctr Dir & TA												46
4-0-0	9-0-0	47		Est. Annual Sidewalk Revolving Fund	Planning Board												47
4-0-0		48		Est. Departmental Revolving Funds Authorization Bylaw	BoS												48

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



March 17, 2017

Mr. Gary Gonyea
604b Program Manager
Massachusetts Department of Environmental Protection
Bureau of Water Resources
One Winter Street, 5th Floor
Boston, MA 02108

Re: 604b Proposal for "Cape Cod Stormwater Coalition: Planning for a Regional Framework for Stormwater Management on Cape Cod"
RFR# BWR-2017-01, FFY 17 604b Water Quality Management Planning

Dear Mr. Gonyea:

On behalf of the Town of Harwich, I am pleased to provide our letter of support for this important proposal to develop a regional framework for stormwater management on Cape Cod. The Town of Harwich is an MS4 community that must meet the requirements of the 2016 Small Municipal Separate Storm Sewer System General Permit (MS4 Stormwater Permit) and must also address the requirements of the Cape Cod 208 Water Quality Plan (208 Plan).

This important project will enable our town to coordinate with other Cape Cod municipalities, regional government agencies and organizations to plan to address stormwater management requirements of both the MS4 Stormwater Permit and the 208 Plan in a cost-effective and efficient manner. By working together and sharing information, resources and strategies, significant cost savings may be realized.

Town stormwater staff will participate in a Cape Cod Stormwater Coalition which will identify ongoing or new stormwater management needs, review project deliverables, provide recommendations to agencies (local, regional, state, federal), promote cost-effective stormwater management that meets MS4 and 208 requirements, and provide other information, assistance or input as needed and feasible.

We urge you to approve this important regional project which will improve and protect water quality and water-dependent resources of our town and Cape Cod.

Sincerely,

Christopher Clark
Town Administrator

cc: Board of Selectmen
Town Engineer

PROJECT NARRATIVE (no more than 3 pages)

Summary

The Cape Cod Commission and its partners propose to develop a regional stormwater management framework to assist Cape Cod municipalities to meet stormwater management requirements under the MS4 Stormwater Permit and Cape Cod 208 Water Quality Management Plan. Working with founding members of the Cape Cod Stormwater Coalition, deliverables will include an inventory of resources, needs analysis, gap analysis, cost estimates for each town to meet MS4 requirements, recommendations for BMPs and performance measures, model public education and outreach plan, recommendations for building a municipal Cape Cod Stormwater Coalition to coordinate stormwater management, and public outreach to build public support for improving water quality through stormwater management.

1. Concise Statement of the Water Quality Problem

Project Area: Cape Cod is a distinct geographic peninsula in southeastern Massachusetts comprising 15 towns that make up Barnstable County (**Figure 1, Locus Map and Map of Project Area**). Cape Cod has unique geographic characteristics such as coastal watersheds, sandy soils, low degree of urbanization, and important resources such as shellfish, fisheries, varied habitats, a tourism-based economy, all of which require clean water. Cape Cod has both municipal and County government, a regional planning agency (Cape Cod Commission), and a strong environmental ethos evidenced by many environmental organizations. The islands of Martha's Vineyard and Nantucket share a similar geology and tourism-based economy and their representatives may be invited to join the Cape Cod group in some capacity, providing an opportunity for transferability.

Water quality issues and stakeholders: On April 4, 2016, the US EPA and MA DEP co-issued the 2016 Small Municipal Separate Storm Sewer General Permit (aka MS4 permit) requiring municipalities above a certain size ("MS4 communities") to manage stormwater runoff on their properties. The MS4 permit requires public education, public involvement, illicit discharge detection and elimination, management of construction site runoff, post-construction stormwater runoff, and good housekeeping and pollution prevention. Twelve of 15 Cape Cod towns are MS4 communities that must meet these requirements.

The Cape's 208 Water Quality Plan also requires municipalities to address impaired waters and TMDLs for nitrogen and bacteria. All 15 Cape towns have impaired waters listed under the 2014 303d listing including Category 4A and 5 waters with established TMDLs and needing TMDLs, respectively. The 208 Water Quality Plan for Cape Cod is coupled to the MS4 permit, and the MS4 permit has requirements for addressing impaired waters and TMDLs throughout Cape Cod, including the three non-MS4 communities. The 208 Plan update mandates that "towns should be prepared to respond to the draft ... MS4 general permit soon after its issuance". The Commission will host an MS4/Stormwater session at its annual 208 Update conference to be held in June 2017,

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Proposal for "Cape Cod Stormwater Coalition: Planning for a Regional Framework for
Stormwater Management on Cape Cod"
which will raise awareness of stormwater and water quality issues among local
professional and elected officials.

Since 2013, the Barnstable County Coastal Resources Committee (CRC) has convened an informal group of municipal stormwater managers (Cape Cod Stormwater Managers) to plan for the rollout of the MS4 permit. This informal group was built around an earlier group ("Phase II Coordinators") formed in 2003 to address the NPDES Phase II municipal stormwater permit. During meetings between 2014-2017, the potential benefits of forming a stormwater collaborative were discussed. In early 2017 there was consensus that a regional approach for the Cape made sense as a way for individual towns to meet MS4 requirements in a more cost-effective way. The Cape Cod Stormwater Coalition was formed as a result and has a Steering Committee composed of representatives from municipalities, Barnstable County, Cape Cod Commission, Association to Preserve Cape Cod, Cape Cod region of the Massachusetts Bays National Estuary Program, and Massachusetts Office of Coastal Zone Management.

Statement of need: Towns presently address their stormwater management needs individually. If each town were to continue working on their own to address MS4 requirements, there may be considerable duplication of effort between towns leading to needless expense and labor. The MS4 Stormwater Permit represents a challenge, and also an opportunity, for Cape Cod towns to improve water quality by managing stormwater in a coordinated and cost-effective manner that will also help towns to meet their 208 requirements. For this reason the Project Area includes all 15 towns.

Benefits of this project: The 604b Grant affords an opportunity for Cape towns to identify and obtain the resources needed to address MS4 stormwater requirements in a coordinated, efficient, cost-effective way that is suited to the Cape's geography. The 604b grant also provides an opportunity to build on existing resources and governance and to integrate these actions with actions needed to address the 208 Plan. Specifically, a 604b Grant would enable towns and partners to build a regional stormwater management framework and a "stormwater coalition" to identify Cape-specific goals, strategies, and tools that will enable towns to work together in cost-effective ways to manage stormwater and achieve water quality goals required by the MS4 permit and the 208 Plan.

Partners and stakeholders: The stakeholders who will benefit from this project include all 15 towns on Cape Cod which must manage stormwater runoff under the MS4 permit, the 208 Plan and other local and state requirements. Partners include the new Cape Cod Stormwater Coalition (CCSWC) and members who support regional coordination for cost-effective stormwater management to achieve water quality goals. These include but will not be limited to the following (Steering Committee members are underlined):

- Municipal staff (town engineers, public works, natural resources, conservation, planning) and board members from the towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Sandwich, and Yarmouth;
- Cape Cod Commission, Applicant and Project Manager: The Commission is Cape Cod's regional planning agency with regulatory authority and planning, technical and mapping resources;

- Association to Preserve Cape Cod (APCC): APCC is the Cape's largest environmental organization with members in all 15 towns. APCC's mission is to protect and preserve the Cape's natural environment through outreach, technical services, advocacy and facilitation. APCC's Regional Coordinator for the Cape Cod region of the Massachusetts Bays National Estuary Program has coordinated meetings of the Cape Cod Stormwater Managers and the Cape Cod Stormwater Coalition and will assist the Commission with this project.
- Barnstable County Administrator: Barnstable County provides many regional services for the 15 towns on Cape Cod, which will likely serve as models for or be actively engaged in regional stormwater management;
- Barnstable County Department of Health and Environment: The County Department of Health and Environment is a state-certified laboratory with many years of experience in environmental sampling and analysis including stormwater;
- Barnstable County Coastal Resources Committee (CRC): The CRC is the County's advisory committee on coastal issues and the host committee for the Cape Cod Stormwater Coalition. CRC co-chairs include Chatham's natural resources director and the CZM Cape and Islands regional coordinator.
- Massachusetts Office of Coastal Zone Management (CZM), Cape Cod and Islands Regional Coordinator: CZM supports stormwater management to improve coastal water quality through grants and assistance. The CZM Regional Coordinator will be a liaison between CZM and the CCSWC.
- Massachusetts Department of Transportation (planned): The Cape has many state roads and highways. Every effort will be made to involve MADOT as an active partner in the Coalition and in regional stormwater management.

2. Approach to the Problem

The Cape Cod Commission proposes to partner with towns, the Association to Preserve Cape Cod (APCC) and Barnstable County to develop a regional stormwater management framework and to build a "Cape Cod Stormwater Coalition" to help Cape Cod municipalities to meet their stormwater management requirements under the MS4 Stormwater Permit in a cost-effective manner. The project will also identify areas where MS4 compliance will help towns to meet their 208 requirements. Working with the Cape Cod Stormwater Coalition (CCSWC) which is a coalition of Cape stormwater managers, agencies and organizations, the project will enable stormwater managers and decisionmakers to coordinate information-sharing and strategizing among communities.

Deliverables will include: an inventory of existing stormwater management resources, needs assessment, gap analysis, collaborative strategies for helping towns to meet MS4 and 208 requirements (e.g., cost estimates for towns to meet MS4 stormwater permit requirements, financing options, recommendations for pollution prevention, recommended policies and SOPs for Cape Cod conditions, performance measures, Model Public Education and Outreach Plan, recommendations for a Cape Cod Stormwater Coalition), and public outreach to build public support for improving water quality through stormwater management.

SCOPE OF SERVICES

Tasks

Task 1. Inventory of existing resources. The objective is to develop an inventory of existing municipal, regional, state and federal resources for addressing MS4 and 208 Water Quality Plan as the foundation for conducting subsequent tasks (needs analysis, gap analysis, recommendations for resource development). Some information (existing bylaws on Cape Cod relating to stormwater, summary of stormwater collaboratives in Massachusetts, MS4 outreach materials, etc.) has already been collected and is posted at the Cape Cod Stormwater Management Resource Hub ("Cape Cod Stormwater Hub", a stormwater webpage created for the Cape Cod Stormwater Managers (<https://capecodstormwater.wordpress.com/>)). Building on this existing inventory, additional information will be collected from Towns, the County, and other regional, state and federal agencies and resources. Examples of information to be collected include but are not limited to: municipal stormwater costs and budgets, municipal needs, existing County models for regional resource-sharing (e.g., County Dredge, County lab, regional procurement, Americorps, Senior Environment Corps, etc), potential resources from educational institutions (e.g., Cape Cod Community College, others), financing options, financing approaches used by existing stormwater utilities in MA and resources, and products from other stormwater coalitions. Methods will include phone interviews, Website searches, email, and in-person interviews of local officials as needed. The information collected will be assembled into a draft and final inventory of existing resources.

Responsible party: APCC will conduct this task under a subcontract to the Commission. For municipal information, APCC staff will coordinate with the CCSWC members and CRC members in setting up communications with municipalities and obtaining information. For information from other regional, state and federal agencies, APCC staff will be assisted by the MassBays Regional Coordinator for the Cape Cod region, Cape Cod Commission staff, and members of the CCSWC.

Deliverables: 1) Excel spreadsheet listing resources, sources of information, contacts and dates (draft and final); 2) Electronic copies of all material collected from websites, emailed documents, and notes from interviews; 3) Written summary in MS Word describing information and identifying gaps (draft and final); and 4) Deliverables to be posted to the Cape Cod Stormwater Hub.

Cost: \$4000.

Match: ____ hours from the MassBays Regional Coordinator for the Cape Cod region.

Task 2. Conduct needs assessment. The objective is to define municipal and regional needs within the new MS4 permit and identify cross-cutting needs within the 208 Water Quality Plan where MS4 compliance could also address 208 requirements. Building on the results of Task 1, the Commission will conduct a survey to collect additional information needed to evaluate needs and will then compare municipal and regional stormwater management needs to meet the MS4 permit with municipal needs to address

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Proposal for "Cape Cod Stormwater Coalition: Planning for a Regional Framework for Stormwater Management on Cape Cod"

208 requirements. Examples may include but are not limited to, stormwater O&M equipment, bylaws, sustainable financing to manage stormwater, governance structures, labor to monitor illicit discharges, funding stream to support stormwater monitoring and sample analysis, etc.

Deliverables:

Cost:

Task 3. Conduct gap analysis. The Commission will conduct a gap analysis of needs vs. existing resources in order to identify what resources and tools will be needed to implement the MS4 permit and MS4-208 cross-cutting areas. The results of Tasks 1 and 2 will be used to compare and evaluate what areas of the MS4 permit and cross-cutting MS-208 are not addressed by existing resources and tools. The resulting gaps in coverage will be identified and used to develop guidance to inform the next task to develop collaborative stormwater strategies.

Deliverables:

Cost:

Task 4. Develop collaborative stormwater strategies for efficient and cost-effective stormwater management. This task will utilize the results of the gap analysis to develop a suite of collaborative strategies that will enable towns and the Cape to manage stormwater and meet MS4 and 208 requirements in a cost-effective and efficient manner that addresses gaps. Work involves updating existing resources or developing new resources and tools to help towns address MS4 requirements. Sub-tasks and deliverables are described below, but as the gap analysis will inform the exact sub-tasks, some sub-tasks may be revised.

Comment: Per Gary, add a bullet for "incorporating Good Housekeeping and Pollution Prevention for Permittee Owned Operations" to focus on what happens before sw enters the piping system

Subtask 4.1. Prepare MS4 cost estimates for each town. Using the EPA cost estimation spreadsheet, the Commission will prepare specific MS4 cost estimates for each MS4 Town and note where MS4 compliance actions also meet 208 requirements. For non-MS4 Towns, cost estimates for stormwater management to help meet 208 requirements will be developed.

Deliverables:

Cost:

Subtask 4.2. Identify possible financing approaches to help all Cape Cod municipalities achieve stable funding for stormwater management. Approaches to be considered include but are not limited to consideration of regional procurement, equipment-sharing, stormwater utilities, etc. This sub-task will be conducted by the Commission.

Deliverables:

Cost:

Subtask 4.3. Develop recommendations for "Incorporating Good Housekeeping and Pollution Prevention for Permittee Owned Operations". Effective pollution prevention measures will help all Cape Cod towns to focus on reducing pollution before stormwater enters the piping system, thus reducing the amount of end-of-pipe stormwater treatment

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and reducing costs. This task will be conducted by a consultant under sub-contract to the Commission.

Deliverables:

Cost:

Subtask 4.4. Identify policies and SOPs for cost-effective stormwater management best-suited to Cape Cod conditions, governance, and needs. This task will be conducted by a consultant under sub-contract to the Commission.

Deliverables: Draft and final MS Word document describing policies and SOPs for cost-effective, Cape-relevant stormwater management.

Cost:

Subtask 4.5. Identify suitable stormwater management performance measures from the MS4 menu or other sources. The objective is to identify performance measures that towns can use to evaluate stormwater management performance and efficacy, suited to Cape Cod conditions (e.g., soils, watershed problems, governance, etc.). APCC will work with partners to identify and recommend relevant and meaningful performance measures.

Deliverables: Draft and final MS Word document describing suitable stormwater management performance measures.

Cost:

Match:

Subtask 4.6. Prepare a “Model Public Education and Outreach Plan”. The objective is to develop a “Model Public Education and Outreach Plan that towns can customize and use to meet their MS4 requirements of Section 2.3.2 as well as 208 Plan requirements. APCC will work with the Commission and partners to develop a plan, utilizing model outreach plans from other watershed programs.

Deliverables: Draft and final “Model Public Education and Outreach Plan” for towns to customize and use to meet their MS4 public education requirements as well as 208 Plan requirements.

Cost:

Subtask 4.7. Recommendations for a Regional Stormwater Framework and Cape Cod Stormwater Coalition. The Commission will gather all of the project findings and recommendations and, with input from partners, produce a report that provides recommendations for a regional stormwater management framework and a Cape Cod Stormwater Coalition. The report will be utilized to plan next steps to help towns meet their MS4 and 208 requirements.

Deliverables: Draft and final reports in MS Word and electronic formats suitable for posting to the Cape Cod Stormwater Hub website and sharing with CCSWC, partners, other stormwater collaboratives, members of the public and decisionmakers.

Cost:

Task 5. Public Outreach and Meetings.

Objective: The Commission will develop and provide outreach materials and hold meetings informing the public of this project, the MS4 permit, the linkage with the 208

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Plan, and the benefits of forming a Cape Cod Stormwater Coalition. Outreach materials
will build on existing DEP and EPA MS4 outreach materials that address Cape Cod, as
well as outreach materials already developed for the 208 water quality plan.

Deliverables: Outreach materials, presentations at two meetings with the CCSWC and
two meetings with Cape Cod decisionmakers.

Cost:

Match:

Comment: Gary suggests changing
to : Prepare a Model Public
Education and Outreach Plan that
member Towns can customize to
meet the MS4 requirements of
section 2.3.2.

Task 6. Project Management.

Objective: The Commission will provide project oversight and project management to
provide deliverables that meet project goals and budget. APCC and the CCSWC Steering
Committee will assist in reviewing deliverables and will provide guidance for all tasks.

Deliverables: Project reports, guidance memos, reviews of deliverables, meeting notes,
lessons learned.

Cost: This task will be provided as an in-kind match by the Cape Cod Commission and
its partners (APCC and members of the CCSWC Steering Committee).

Project Budget

Funding will be used to support the work of Cape Cod Commission staff on all tasks, to
hire a subcontractor to assist with Subtasks 4.3 and 4.4, and to subcontract APCC to
assist with Task 1 and Subtasks 4.5 and 4.6.

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**PROPOSAL
 FFY 2017**

PROJECT BUDGET

(This budget is for proposal evaluation purposes. Use whole dollar method.)

Expense Items	604 (b) Amount	Cost Share (not required)	Total Amount
Applicant's Salary - By Title and salary range			
Subcontractual Services			
Equipment			
Supplies (including printing, mailing)			
Travel (for mileage only @ 0.45 cents/mile)			
Other			
Total Amounts:	\$	\$	\$

OVERHEAD RATE (%) %

TOTAL REQUEST FOR GRANT: \$ _____ 604 (b) Funds

TOTAL COST SHARE: \$ _____ (Not Required)

TOTAL BUDGET AMOUNT: \$ _____

All Applicants must clearly indicate in their proposal budgets the specific tasks with dollars amounts that will be used to meet or exceed the DBE "Fair Share" requirements.

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 Proposal for "Cape Cod Stormwater Coalition: Planning for a Regional Framework for
 Stormwater Management on Cape Cod"

Project Milestone Schedule

PROPOSAL
 2017
 PROJECT MILESTONE SCHEDULE

(Provide a timeline by "x"ing out the duration of the task activity)

TASK	MONTH																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Task #1																									
Task #2																									
Task #3																									
Task #4																									
Task #5																									
Task #6																									
Task #7																									



AMERICAN COUNCIL OF ENGINEERING COMPANIES
OF MASSACHUSETTS

Presents The

2017 Silver Award To

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March 15, 2017

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Competition

Ann Steidel

From: Paula Champagne
Sent: Tuesday, March 21, 2017 11:32 AM
To: Ann Steidel
Subject: RE: Board of Selectmen's Agenda

March 28th 6:30 PM---BOH meets with Wastewater Implementation Committee Chair and Consultant to review task list for CWMP

April 11th 6:30 PM - Posted Legal Hearing to solicit public input on amendments to "Regulations Restricting the Sale of Tobacco Products"

The major changes to this regulation is raising the minimum sales age from 18 to 21 and expanding the definition of tobacco products and nicotine delivery products. The expanded definition will capture all nicotine products (except smoking cessation items) - candy, vapors, lotions, and the delivery components as a restricted item not subject to self serve and must meet minimum age requirements.

Draft copies are available in our office and on our webpage. Draft copy and meeting notice has been emailed to all of our tobacco permittees.

Paula

From: Ann Steidel
Sent: Tuesday, March 21, 2017 10:02 AM
To: Paula Champagne
Subject: Board of Selectmen's Agenda

Hi Paula,

Chris would like to mention under his Town Administrator's Report on the next BOS Agenda, the upcoming dates for Board of Health meetings you discussed last night. I think they had to do with smoking age and marijuana. Can you please let me know the dates/subjects?

Many thanks –

Ann Steidel
Administrative Secretary
Board of Selectmen/Town Administrator's Office
Town of Harwich
732 Main Street
Harwich, MA 02645
Phone 508-430-7513 x2
Fax 508-432-5039

HARWICH PLANNING BOARD
PUBLIC HEARING NOTICE

The Harwich Planning Board will hold a public hearing beginning no earlier than 6:30 PM on Thursday, April 13, 2017 in the Griffin Room, 732 Main St., Harwich, MA to consider the following proposed Town of Harwich Zoning Code amendment. Any member of the public having an interest in this application is invited to attend and provide information and comment relative to this matter or submit comments in writing to the Planning Board at the address shown below.

ARTICLE 37: [New Section] Article XXII Temporary Moratorium on the Sale and Distribution of Recreational Marijuana

To see if the Town will vote to amend the Town of Harwich Zoning By-laws by adding a new section and further to amend the Table of Contents to add "Article XXII Temporary Moratorium on the Sale and Distribution of Recreational Marijuana" and the ensuing parts as proposed herein.

§325-134 Purpose

By vote at the State election on November 8, 2016, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for recreational purposes. The law took effect on December 15, 2016 and (as amended on December 30, 2016; Chapter 351 of the Acts of 2016) requires a Cannabis Control Commission to issue regulations regarding the licensing of commercial activities by March 15, 2018 and begin accepting applications for licenses on April 1, 2018.

Currently under the Zoning Bylaw, non-medical Marijuana Establishments (hereinafter a "Recreational Marijuana Establishment") as defined in G.L. c.94G, §1 are not a permitted use in the Town and any regulations promulgated by the State Cannabis Control Commission are expected to provide guidance to the Town in regulating Recreational Marijuana Establishments. Further, the Act establishes a provision that involves ballot action by the Town whereby the Town may, by ballot, determine whether it will prohibit Recreational Marijuana Establishments within the Town.

The regulation of Recreational Marijuana Establishments and Marijuana Retailers raise novel and complex legal, planning, and public safety issues, and the Town needs time to study and consider the regulation of Recreational Marijuana Establishments and address such issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning Bylaw regarding regulation of Recreational Marijuana Establishments and other uses related to the regulation of recreational marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Recreational Marijuana Establishments so as to allow the Town sufficient time to engage in a planning

process to address the effects of such structures and uses in the Town and to adopt provisions of the Zoning Bylaw in a manner consistent with sound land use planning goals and objectives.

§325-135 Definitions ...(* text continues)

And to act fully thereon. By request of the Board of Selectmen.

***Complete text for the proposed amendment and related documents are on file with the Planning Department and the Office of the Town Clerk located at 732 Main Street, Harwich, MA 02645 and may be viewed during regular department business hours.**

Lawrence E. Brophy, Chairman

Cape Cod Chronicle Print Dates: March 23 & 30, 2017