

**SELECTMEN'S MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall*

*732 Main Street, Harwich, MA*

*Regular Meeting 6:30 P.M.*

*Monday, September 17, 2018*

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

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. WEEKLY BRIEFING**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

**V. CONSENT AGENDA**

- A. Approve application for Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas trees at 9 Sisson Road and waive associated \$60 fee
- B. Approve disbursement from Cable Fund in the amount of \$17,378 for purchase of upgraded equipment for Small Hearing Room at Town Hall

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

- A. Presentation – Wastewater Support Committee updates – *Peter Hughes*
  - 1. Review/timing of Homeowner Connection Guidebook
  - 2. Grinder Pump Considerations
  - 3. County septic loan program & draft proposed Sewer Connection Financial Assistance Plan – *Noreen Donahue*

**VII. NEW BUSINESS**

- A. Liquor/Entertainment License Violation – Perks – *recommend referring this matter to Hearing Officer/Town Administrator*
- B. Conservation Commission’s recommendation of John Ketchum as representative to CPC
- C. Sign By-Law pertaining to sandwich board signs
- D. Draft CPA Application for Affordable Housing Trust Fund and Part-Time Housing Coordinator

**VIII. OLD BUSINESS**

- A. Treasurer/Tax Collector position – recommendation for regrade
- B. Wastewater Items:
  - 1. Homeowner Information: access to wastewater documents (BOH/Topography-Aerial Survey), permitting fees (& waiver discussion), Homeowner Sewer Design & Construction Timeframe. (final cut sheets of pipe & profile – available in October)
  - 2. IMA with Chatham – Advisory Committee update – *Larry Ballantine*
  - 3. Outreach Coordinator status update
  - 4. Land Use Controls – *John Giorgio, KP Law & Dave Young, CDM Smith*
  - 5. Dennis/Harwich/Yarmouth Agreement – *John Giorgio, KP Law & Dave Young, CDM Smith*
  - 6. Status of Easements for Phase 2 – *Chris Clark and John Giorgio, KP Law*
  - 7. Status of Cold Brook – *Michael Lach, HCT & Dave Young, CDM Smith*

**IX. CONTRACTS**

- A. Approve contract with Integrated Solutions Group in the amount of \$17,378 for purchase of upgraded equipment for Small Hearing Room at Town Hall

**X. TOWN ADMINISTRATOR’S REPORT**

- A. Budget/Warrant Timeline
- B. Eversource Easements at Saquatucket Harbor and Cranberry Valley Golf Course
- C. Information on legal services
- D. Cable license renewal
- E. Wastewater Forum at Cultural Center – October 3, 2018 at 6:00 p.m.
- F. Departmental Reports

**XI. SELECTMEN’S REPORT**

- A. Budget message input

**XII. ADJOURNMENT**

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

**Authorized Posting Officer:**

**Posted by:** \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Ann Steidel, Admin. Secretary

**Date:** September 13, 2018



OFFICE OF THE SELECTMEN  
 732 MAIN STREET  
 HARWICH, MA 02645  
 508-430-7513

**APPLICATION FOR:**  **Junk Dealer (\$35)**  **Hawkers & Peddlers (\$60)**  
 **Junk Collector (\$35)**  **Transient Vendor (\$250)**

**Fee: \$**      New application       Renewal

In accordance with the provisions of the Statute relating thereto, application for the above-referenced is hereby made by:

Business Name Pilgrim Lodge Phone 617 775-8142  
 Business Address 706 Main St. Harwich, MA 02645  
 Mailing Address P.O. Box 47 Harwich, MA 02645  
 Email Address Secretary.pilgrim@gmail.com  
 Name of Owner \_\_\_\_\_

(If corporation or partnership, list name, title and address of officers)

Andrew Eldridge Box 332 Brewster, MA 02631 (President)

Note: Application for Transient Vendors License will be processed only to those persons who hold a Transient Vendor's License issued by the Commonwealth pursuant to the General Laws, Chapter 101, Section 3. The fee for such license shall be \$250.00, which shall be paid in cash, bank, certified check or postal money order and shall accompany the application.

Scott T. Uhalu Secretary      23-7578872  
 Signature of applicant & title      Federal I.D. #

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

Pilgrim Lodge      By \_\_\_\_\_  
 Signature of individual or corporate name      Corporate officer (if applicable)

**REGULATORY COMPLIANCE FORM**

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.

\_\_\_\_\_  
 Building Commissioner      Board of Health      Fire Department  
 \_\_\_\_\_  
 Police Department

*Required signatures to be obtained by the applicant prior to submission of new applications.*



**PILGRIM LODGE, A.F. & A.M.**  
INSTITUTED MARCH 4, 1859

Main Street  
P.O. Box 47  
Harwich Center, MA 02645  
508-432-0017

*Regular Communication*  
First Thursday  
*Annual Communication*  
October

September 4, 2018

Town of Harwich, Massachusetts  
Christopher Clark, Town Administrator  
732 Main Street  
Harwich, MA 02645

Dear Mr. Clark:

Pilgrim Lodge A.F. & A.M. is requesting a Hawkers & Peddlers Permit for the purpose of selling Christmas trees as a not for profit fundraiser to benefit the various charitable endeavors of the Lodge. We intend to sell Christmas trees at 'Bud's Go-Karts' 9 Sisson Road, Harwich Port 02646 on the weekends between Saturday, November 24, 2018 and Sunday, December 9, 2018 from 10am to 4pm with the weekend of December 15<sup>th</sup> – 16<sup>th</sup> being an alternate in the case of inclement weather.

Sincerely,

Scott T. Whalen

Master, Pilgrim Lodge



**PILGRIM LODGE, A.F. & A.M.**  
INSTITUTED MARCH 4, 1859

Main Street  
P.O. Box 47  
Harwich Center, MA 02645  
508-432-0017

*Regular Communication*  
First Thursday  
*Annual Communication*  
October

September 4, 2018

Mrs. Ann Steidel  
Town Administrator's Office  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

Dear Mrs. Steidel,

Pilgrim Masonic Lodge A.F. & A.M. requests that the fee for a Hawkers & Peddlers Permit be waived. Pilgrim Lodge is a registered not for profit organization, which among other endeavors, engages in charitable activities within our community here in Harwich. Pilgrim Lodge's Federal Tax ID Number is: 23-7578872. All funds raised from this permit request will facilitate the endeavors of Pilgrim Lodge. Thank you for your consideration.

Sincerely,

Scott T. Whalen  
Master Pilgrim Lodge



September 4, 2018

To Whom It May Concern,

I, Emulous Hall authorize Pilgrim Lodge A.F. & A.M. use of my property 'Bud's Go-Karts' located at 9 Sisson Road Harwich Port, MA 02646 between November 24, 2018 and December 24, 2018. For the purpose of selling Christmas Trees to the general public as a Not-For Profit fundraiser. Additionally, Pilgrim Lodge A.F. & A.M. may use the property to post signage and store materials relevant to the sale of Christmas Trees.

Sincerely,



Emulous "Buddy" Hall

September 11, 2018

Chairperson Julie Kavanagh and Board of Selectmen,

I would like to request money from the Cable Fund in the amount of \$17,378 for the purchase of upgraded equipment in the Small Hearing Room located at Town Hall, 732 Main Street, Harwich, MA.

This project is an effort to meet the Selectmen's and Channel 18's goals of transparency. Upgraded equipment will better serve Boards and Committees meeting in the Small Hearing room. This past year Channel 18 has conducted a test with spare equipment to assess if filming meetings in the Small Hearing room by committees themselves was a feasible option. We are happy to report that most of the Boards/Committees meeting in the Small Hearing rm. have successfully been recorded. This trial period would not have been possible without the assistance of committee staff and members being so accommodating and patient with our trial system.

Additionally, quotes were obtained from multiple vendors and a procurement checklist has been submitted with the Finance Directors signature confirming Cable Funds are available.

Updating and installation of Channel 18 equipment will happen in multiple stages due to the usage of the Small Hearing Room.

Thank you for your consideration.

Jamie Goodwin

A handwritten signature in cursive script that reads "Jamie Goodwin".

Station Manager  
Harwich Channel 18

Project Name: Small Hearing Rm Equip Year and Article #: N/A Appropriation: \$ \_\_\_\_\_

Low Bidder: Integrated Solutions Group Bid Price: \$ 17,378.00

**7/30/18 Revised Procurement Checklist**

Please complete checklist below for contracts requiring Selectmen\* signature **before Wednesday morning\*\*** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) below \$50,000 can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 1614 Carry Forward 01155A2 / 608049 Account # 1,032,420 2,080.
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<b>Buildings and Public Works</b>	<b>Goods and Services</b>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> a. Written spec sheet.	<input checked="" type="checkbox"/> GS2. If project is <b>over \$5,000</b> :
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.
<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as:	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> :
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
<input type="checkbox"/> b. Show that 50% payment bond was in bids.	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as:	<input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> a. Bid Bond of 5% of total value.	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> :
<input type="checkbox"/> b. Sealed Bids.	<input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
<input type="checkbox"/> c. <b>End of Public Works construction requirements</b>	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$100,000 <b>and</b> estimated design costs are over \$10,000 you'll need to follow the Designer Selection RFQ process:	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
<input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.	Note 2: Bids may be negotiated downwards but never higher than original quote.
<input type="checkbox"/> b. Set a designer fee or price ceiling.	Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<input type="checkbox"/> c. Use Standard Designer Application Form	
<input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as:	
<input type="checkbox"/> a. 100% payment bond was in bids.	
<input type="checkbox"/> b. 100% performance bond was in bids.	
<input type="checkbox"/> c. DCAMM certified bidders.	
<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.	
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as:	
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	

Signature of Town Administrator or Assistant Town Administrator: *Ann Meillo*

\*\*Note: Failure to gain sign-off **before Wednesday at noon** results in the contract being delayed to the next meeting.



## Summary of Project

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Harwich Channel 18  
100 Oak Street  
Harwich, MA 02645

Project: Small Hearing Room Equipment, 732 Main Street, Harwich MA 02645

There were four (4) requests for quotes on this project

Integrated Solutions Group: \$17,378 not including shipping

1 Access Media Inc: \$17,240 not including shipping

B&H Photo Video: \$7,357.31 does not carry the required production switcher Broadcast Pix (item #1 on spec sheet)

G&G Technologies: Did not supply a quote

Funding Source: Cable Fund 1614/538000

As the Director of Channel 18 I feel that it is very important to our video file workflow and consistency in content to continue to use the Broadcast Pix Video Switchers as the entire Channel 18 staff is trained and familiar. In moving forward with the Small Hearing Room equipment project we will be able to provide continued coverage of Boards and Committees.

I recommend accepting the quote from Integrated Solutions Group \$17,378.00 as they are an established vendor with the Town of Harwich. The low bidder 1 Access Media is a new company that currently has no website or physical address. The difference between bids is \$138.00

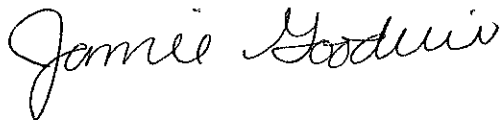
Furthermore, I requested business references from both Integrated Solutions Group and 1 Access Media. I reached out to Canton Cable Access, Ms. Tanya Willow, who has worked with both companies. After asking Ms. Willow a series of questions regarding the responsiveness and reliability of each company. Ms. Willow advised that Integrated Solutions Group was extremely responsive via phone and email. She additionally commented that they were “very good at addressing concerns” and they were always on target with their prices.

When asked about 1 Access Media, Ms. Willow noted that while they were “cheaper in certain circumstances” they would frequently forget and item on a quote causing them to run over bid. She stated that it sometimes felt like she was “sold a car without the tires”

After reaching out to the references I, as the Director of Channel 18 stand by my recommendation of awarding the contract to Integrated Solutions Group. As they are the more reliable, responsive and established company.

Respectfully Submitted

Jamie Goodwin

A handwritten signature in cursive script that reads "Jamie Goodwin". The signature is written in black ink and is positioned below the printed name.

Harwich Channel 18

## **Spec Sheet**

**Project:** Small Hearing Room Equipment

Requested Equipment list

**QTY:**    **Item**                                    **Brand**

1-HD Video Switcher w/ 4 input SDI & 2 NDI **Broadcast Pix BPSwitch FX4**

1- Mobile Rack 23"D, 33"H **MidAtlantic PTRK-14**

2- PTZ Robotic Camera **Sony SRG300SE**

**2** Camera Wall mount brackets **Vaddio 535-2000-230**

1- HD Scan converter HDMI to SDI **Decimator DD-HX**

1- HD video Projector 4700 lumens (or equiv.) **Optoma EH500**

1 Manual projector screen **Da-Lite 96918**

1 Projector ceiling mount **Chief RPAU**

**10 Items**

**Not including shipping**

Marty Feldman



**INTEGRATED SOLUTIONS GROUP**  
Broadcast | Lighting | Design  
A Division of The Camera Company

**Integrated Solutions Group**  
830 West Chestnut Street  
Brockton, MA 02301  
781-769-7810 fax 781-769-5750  
mfeldman@isgboston.com  
www.isgboston.com

**QUOTE**

Name Jamie Goodwin / jgoodwin@towm.harwich.ma.us  
 Company Harwich Channel 18  
 Address 100 Oak Street  
 City Harwich State MA Zip 02645  
 Phone 508-430-7569

Date 8/27/2018  
 Valid for 30 Days  
 Rep Marty Feldman  
 Quote # Q180827.3.Hrwch

Qty	Description	Unit Price	TOTAL
1	*Broadcast Pix BPSwitch FX4 4 SDI / 2 NDI (*Price valid only with Broadcast Pix registration that is currently pending, Will confirm within 24 hours.)	\$9,699.00	\$9,699.00
1	Middle Atlantic PTRK-14 Rack	\$585.00	\$585.00
2	Sony SRG300SE PTZ HD Camera (specify WHT or BLK) (includes all rebates and discounts)	\$2,525.00	\$5,050.00
2	Vaddio 535-2000-230 Wall Mount	\$105.00	\$210.00
1	Decimator DD-HX converter	\$295.00	\$295.00
1	Optoma EH500 HD Video projector NOTE: The Da-Lite screen requested is DISCONTINUED.	\$1,169.00	\$1,169.00
1	Da-Lite recommended their 96198 Model B as a substitution. Screen size is 37-1/2" x 67".	\$195.00	\$195.00
1	Chief RPAU Universal Projector Mount	\$175.00	\$175.00
<b>Martin P. Feldman, Vice President</b>			
		<i>Subtotal</i>	\$17,378.00
		Tax	EXEMPT
		SHIPPING	Additional
		<b>TOTAL(not including S&amp;H)</b>	<b>\$17,378.00</b>

Terms: Net 30. Freight additional. Quotation valid for 30 days.



# 1 Access Media Inc

The Best Product, Service and Support

# Quote

Victoria Roane

Date	August 29, 2018
Valid Until	September 28, 2017
Quote #	100180829
Customer ID	HarwichMA18

### Customer

Jamie Goodwin  
Harwich CH18  
100 Oak St.  
Harwich, MA 02645  
508-430-7569

### Quote/Project Description

Small Meeting Room Equipment

Description	Line Total
(1) Broadcast Pix BPSwitch FX4	9,250.00
(1) Middle Atlantic Equickment Rack PTRK-14	670.00
(2) Sony PTZ Cameras	5,250.00
(2) Vaddio Wall Mount Brackets 535-2000-230	225.00
(1) Decimator MD-HX converter	300.00
(1) Optoma Video Projector 4700 Lumens EH500	1,125.00
(1) Da-Lite manual projector screen 38833	260.00
(1) Projector ceiling mount Chief RPAU	160.00

### Special Notes and Instructions

Once signed, please Fax, mail or e-mail it to the provided address.  
Shipping and Handling typically 1% total, to be applied at time of invoice.

Subtotal \$ 17,240.00

Total \$ 17,240.00

Above information is not an invoice and only an estimate of services/goods described above.  
Terms: Payment is due upon receipt and interest accrues at the the rate of 1.5%/mo on the unpaid balance.  
If payment is made within 10 days of receipt of the invoice, you may deduct 1.0% from the balnce due.

Please confirm your acceptance of this quote by signing this document

Signature

Print Name

Date

**Thank you for your business!**

Should you have any enquiries concerning this quote, please contact Victoria Roane at

614 Nashua St. #212, Milford, NH, 03055  
Tel: 844-908-9418 E-mail: VR@1AccessMedia.com

Jamie Goodwin

G&G Technologies

**From:** Paul L. Plotkin <paul@ggvideo.com>  
**Sent:** Monday, August 27, 2018 4:50 PM  
**To:** Jamie Goodwin  
**Subject:** Harwich Small Meeting Room

Hiya Jamie

Hope all is well

Thanks for reaching out to us.

Your Broadcast Pix is already registered to another integrator, so there is no way I can be competitive on your quote. If you would consider the JVC PTZs instead of Sony, I may be able to quote you and make up the difference in discount structure.

That's because G&G is JVC Pro's 2<sup>nd</sup> largest JVC dealer in the country. Every year we purchase the equipment used at the JVC NAB booth. Every unit is covered by a full JVC warranty. Every unit is also very **heavily discounted**. We have JVC KYPZ100 NAB demos for 2295.00 your cost.

Is there installation involved or is this simply a box sale?

Looking forward to hearing from you

All the best

P



Paul L. Plotkin

G&G Technologies

280 N. Midland Ave, Bldg "F"/Ste#202

Saddle Brook, NJ 07663

201 791 1400 Corp

401 294 4453 Direct

[www.ggvideo.com](http://www.ggvideo.com)

*When all is said and done, there is usually more said than done. Say less, do more.*

B&M Photo Video

**Jamie Goodwin**

---

**From:** Menucha Kotliar <menuchako@bhphoto.com>  
**Sent:** Tuesday, August 28, 2018 5:30 PM  
**To:** Jamie Goodwin  
**Subject:** Re: Quote for Harwich MA

Thank you for your quote request.

I have generated quote 757647550 for you.

Please note that we do not carry the first item on your RFQ.

Your quote is currently being priced out. Once it is complete I will send it to you.

Best,

**Menucha Kotliar**

Government & Education Sales

Phone: [800-947-8003](tel:800-947-8003) ext

Fax: [212-239-7759](tel:212-239-7759)

Website: [www.bhphotovideo.com](http://www.bhphotovideo.com)

----- Original Message -----

From: Jamie Goodwin [jgoodwin@town.harwich.ma.us](mailto:jgoodwin@town.harwich.ma.us)  
Sent: 2018-08-27 19:12:45Z  
Subject: Quote for Harwich MA

Hello Menucha

May I please have a quote for the attached items

Jamie Goodwin

Harwich Channel 18

Station Manager

508-430-7569





420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600  
1-800 947-9950

DIGITAL PHOTO 1-212 444-6700  
1-800 947-9978

VIDEO 1-212 444-5000  
1-800 947-9910

PRO AUDIO 1-212 444-5070  
1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

The Professional's Source

www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until: 09/12/18 Quote No.: 757647550

Sold To: **Jamie Goodwin**  
Harwich Channel 18  
Accounts Payable  
100 Oak Street  
Attn: Jamie Goodwin  
HARWICH, MA 02645

Ship To:  
Harwich Channel 18  
100 Oak Street  
Attn: Jamie Goodwin  
HARWICH, MA 02645

Bill Phone: (508)432-7569  
Work Phone: (508)430-7569 Ext.:A/P  
Fax Phone: (508)432-2239 Ext.:FAX

(508)432-7569  
X

Date	Customer Code	Terms	Salesperson	Ship Via
08/28/18	10971695	N/A	52T	MULTIPLE
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	MIDDLE-ATLANTIC PTRK14 14SP 24" PORTABLE ROLLING/REG	MIPTRK14 (PTRK14)	634.31	634.31
2	SONY 3G-SDI & IP LIVE STREAMING PTZ CAM-BLK/REG	SOSRG300SEB (SRG300SE)	2,399.00	4,798.00
2	VADDIO THIN PROFILE WALL MT BRCKT f/HD18 BLK/REG	VACVHD18WMB (5352000230)	99.00	198.00
1	DECIMATOR HDMI/SDI CROSS CONVERTER w/SCALING&FRC/REG	DEDDHX (DDHX)	260.00	260.00
1	OPTOMA-TECHNOLO 1080P 4700LM VGA/3D/16w AUD 3YR W/REG	OPEH500 (EH500)	1,099.00	1,099.00
1	DALITE EASY INSTALL w/CSR 38x68" - MATTE WHITE/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	DAEI3868MW (38833)	229.00	229.00
1	CHIEF RPAU INVRTD LCD/DLP PRJCTR CLNG MNT-BK/REG	CHRNAU (RPAU)	139.00	139.00

Continued on Next Page ...

BNE\_page



420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600  
1-800 947-9950

DIGITAL PHOTO 1-212 444-6700  
1-800 947-9978

VIDEO 1-212 444-5000  
1-800 947-9910

PRO AUDIO 1-212 444-5070  
1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

The Professional's Source

www.bhphotovideo.com

Federal ID#: 19-2768071

Quote No.: 757647550

Date	Customer Code	Terms	Salesperson	Ship Via
08/28/18	10971695	N/A	Slsm	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
<p>PLEASE NOTE: -----</p> <p>*****UPCOMING SCHEDULE CHANGE *****</p> <p>We will be open on Labor Day, Monday September 3 from 10:00 AM - 7:00 PM</p> <p>*****</p> <p>We will be closing on Sunday September 9th, at 1:00 PM</p>				

Continued on Next Page ...



420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600  
1-800 947-9950

DIGITAL PHOTO 1-212 444-6700  
1-800 947-9978

VIDEO 1-212 444-5000  
1-800 947-9910

PRO AUDIO 1-212 444-5070  
1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

The Professional's Source

www.bhphotovideo.com

Federal ID#: 15-2769071

Quote No.: 757647550

Date	Customer Code	Terms	Salesperson	Ship Via	
08/28/18	10971695	N/A	Slsn	MULTIPLE	
Qty Ord	Item Description	SKU#	MFR#	Item Price	Amount
	<p>and will remain closed thru Tuesday September 11th            We will reopen Wednesday September 12, at 9:00 AM            *****            We will be closed on Tues Sept 18 through Weds Sept 19th            We will reopen Thursday Sept 20th at 9:00 AM            *****            We will be closing on Sunday September 23, at 1:00 PM            We will remain Closed through Tues Oct 2nd            and will reopen Wednesday October 3rd at 9:00 AM            *****            **** Please reference your quote number on all PO's ****            Certain items may be enforced by vendor to sell at the            vendor-imposed price posted at the time of order.</p>				
<b>Payment Type -</b> CASH				<b>- Amount</b> 7,357.31	<b>Sub-Total:</b> 7,357.31  <b>Shipping:</b> Free STND  <b>Total:</b> 7,357.31

BNH\_page



## **Town of Harwich**

### **Wastewater Support Committee**

#### **Purpose:**

Several wastewater committees have served to develop the Comprehensive Wastewater Management Plan (CWMP).

The CWMP now needs to be implemented through the Town Administrator directing and utilizing Town staff. The Wastewater Support Committee will act as a resource to the Town Administrator in the completion of wastewater activities.

The Wastewater Support Committee will advise the Board of Selectmen on implementation progress and issues with special attention to effective public outreach including resident input and discussion, sources/uses of funds and implementation of appropriate adaptive management measures. The committee will also monitor critical implementation deadlines.

#### **Scope:**

Major responsibilities:

- Coordinate and assist with public outreach as it relates to activities and education regarding implementation of CWMP activities.
- Coordinate and assist public dialogue to insure Harwich residents have input into the CWMP and its implementation.
- Continue oversight of the ongoing water monitoring program
- Review and update the CWMP as needed
- Support development and maintenance of a data base of existing and emerging technologies related to wastewater management.
- Advise the Board of Selectmen on wastewater cost allocation policies and methodologies.
- Recommend Charter revisions, special legislation and zoning changes which may be needed to implement proposed alternative technologies, organization and funding strategies.
- Aid in the preparation of required Town Meeting Articles.
- Monitor implementation of the CWMP for regulatory compliance.
- Seek external funding.

**Membership:**

The committee will be comprised of five community volunteers appointed by the Board of Selectmen. The volunteers will serve a three year term. The first appointees shall be appointed to staggered terms.

The Town Administrator will assign staff as needed to work with the committee. At least one staff member will be present at each committee meeting

Ad-hoc members may be requested for specific expertise on a limited basis.

**Procedures:**

The WSC will meet monthly or more frequently if needed.

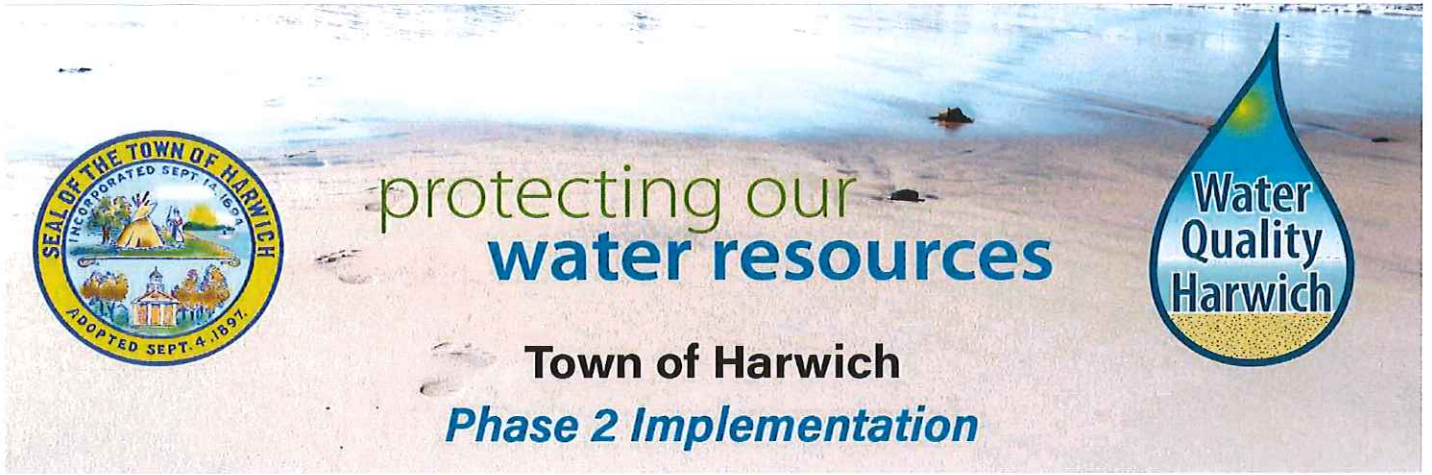
The advisory committee will be responsible for holding periodic public meetings as frequently as necessary to accomplish its purposes.

The WSC will provide updates of the status CWMP regulatory commitments to the Board of Selectmen. A comprehensive action data base will be maintained by town staff to aid in tracking this information.

In addition to reporting to the Board of Selectmen, the Committee will provide annual updates as requested by the Capital Outlay and Finance Committees

**Dissolution:**

Upon substantial completion of each Phase of the CWMP, the Selectmen will evaluate the need to continue the functions of the Wastewater Support Committee.



# HOMEOWNER'S SEWER CONNECTION GUIDEBOOK

What do I need to do & when?

The Homeowner's Sewer Connection Guidebook was developed by the Town of Harwich Wastewater Support Committee with support from the Water / Wastewater Superintendent, Health Director and our Board of Selectmen liaison. The guidebook is intended to assist the homeowners as they make preparations for connection to the Town's sewer collection system.

Comments, edits, suggestions and/or questions should be sent to: **wastewater@townofharwich.us**

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# Chapter 1.

## 5 STEPS TO HOOK UP TO THE TOWN SEWER SYSTEM

If you have been advised that you are part of the Phase 2 Sewer Project scheduled to begin construction in the Spring of 2019, then the following steps apply to you.

### STEP 1 Determining the location of your Septic System & your Water Service

The Health Department and Water Department have Septic System and Water Service plans on line and their website's give instructions as to how to access those plans. You can also obtain paper copies by going to the Health Department and Water Department.

**Health Department**  
Town Hall, 732 Main St  
Harwich, MA 02645  
health@town.harwich.ma.us  
PH (508) 430-7509

**Water Department**  
Dan Pelletier  
196 Chatham Road  
Harwich, MA 02645  
dpelletier@harwichwater.com  
PH (508)-432-0304

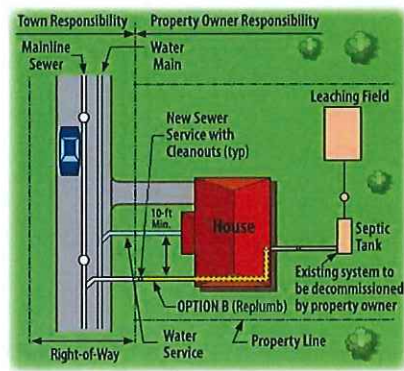
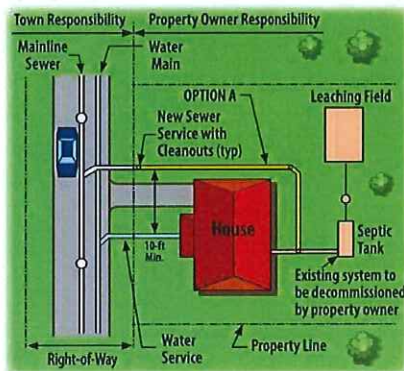
If your Septic System is older or you are planning on selling your home, there are arrangements that may apply to your circumstances. Health Department and Water Department Staff can assist you with these questions.

### STEP 2 Decide on the location of your "Stub" for the Town Sewer Pipe "Lateral" Connection

Upon receipt of the Sanitary Sewer Location Form from CDM Smith, the Town's Engineering Design consultant, you will be required to identify where on your property line you prefer your sewer "stub" to be located. If you have been working with a Professional Engineer and have considered the possibilities, you will be ready to confirm that location.

The Town's Engineering Design consultant will have a Resident Engineer who will distribute the Sanitary Sewer Location Form on a street-by-street/area-by-area basis depending on the Contractor's planned construction sequence. The idea is to stay well ahead of the actual construction so that the forms are returned before the Contractor gets to a particular area. This process will start prior to the Contractor starting construction.

The Board of Health and Water Department will hold workshops for homeowners upon receipt of the Sanitary Sewer Location Form. A sample of that form is in Appendix 6 and Appendix 7 is a sample completed form to help residents determine what a completed form should look like. If you are not responsive or you haven't decided on the best possible route, the construction company will install a "stub" in a location on your property line for you.





### STEP 3 Hire a Professional Engineer (P.E.)

The homeowner is required to hire a Professional Engineer to design the connection plan from their home to the street. This person or firm will assist you, the homeowner, in determining what is the most cost-effective way to arrange the pipes on your property. The Professional Engineer can address questions you may have about elevations, grinder pumps, and the actual placement of the sewer pipe. For example, if your Septic System is located in your back yard, the Professional Engineer can help you decide if it is better to go around the house (depending on decks and driveways) or to reroute the septic pipe through the basement.

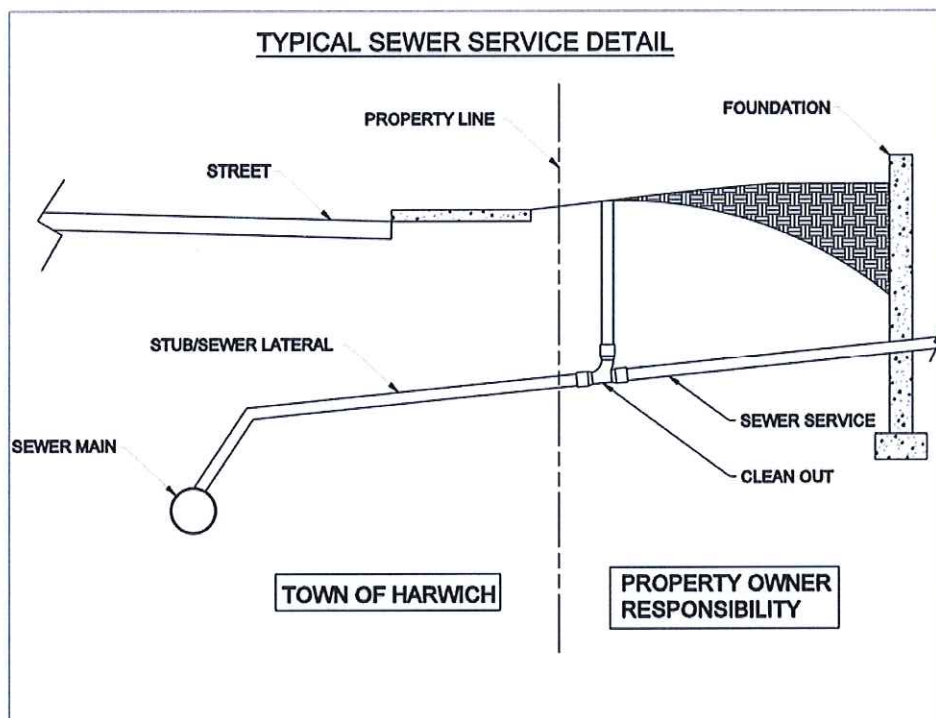
### STEP 4 Hire a Licensed Utility Installer

By May of 2021, the construction company will be completing its work in the main part of the street, the public way. Over the following year, approximately June of 2021 through June of 2022, homeowners can begin to connect to the Town sewer pipe. Homeowners will have one year for this process. This work must be done by a Town-sanctioned Licensed Utility Installer. This Installer, working with the plan designed by your Professional Engineer, will do the actual construction at your home on your property. Most likely, they will use a backhoe to dig the trench for the sewer line. Usually this work will take about one day. Typical costs for this work without involving hardscape and landscape matters have been estimated at \$7,000 - \$10,000. This dollar amount will have many variables such as distance from home to street.

A list of Town-sanctioned Licensed Utility Installers will be made available by the Health Department when we are closer to the start of those activities.

### STEP 5 Abandoning your existing Septic System

Once your home is connected to the Town Sewer System, your existing Septic System must be abandoned in place or removed by a Licensed Utility Installer. Abandoning the system typically involves pumping the tank and other components dry, crushing the concrete and filling it with sand to avoid settling or sink holes in the future.





## Chapter 2.

### PROJECT BACKGROUND

#### Phase 2 Homeowner's Sewer Connection Guidebook – What Do I need to Do and When?

##### What does this Harwich sewer project do?

The Phase 2 sewer project will provide a network of underground pipes (sewer collection system) to convey wastewater from East Harwich to a wastewater treatment facility in the Town of Chatham. Upon completion of the sewer system, residents will then connect their individual homes through a sewer service allowing for the removal of their existing septic system.

By sending sewage to a treatment facility, instead of discharging from your septic system, Harwich will reduce nitrogen levels so as to improve the water quality of Pleasant Bay.

##### What does “Phase 2” mean?

Phase 2 is the second phase of the Town's Comprehensive Wastewater Management Plan. This phase includes installing a sewer collection system in East Harwich as well as the interconnection with the Chatham Treatment System. Phase 2 is the first of seven construction phases. The Harwich Comprehensive Wastewater Management Plan (CWMP) identifies 8 phases spread over a 40-year time frame to fully construct our solution. Phase 1 included widening Muddy Creek and planning for Phase 2.

##### Why is Harwich sewerage the Pleasant Bay Watershed now?

Pleasant Bay Watershed (located in East Harwich) is a critical Cape Cod watershed impacted by too much nitrogen. Nitrogen from existing septic tanks has been identified as the main source of pollutant threatening our local waters and estuaries. Pleasant Bay Estuary has been identified as a body of water that needs to be protected.

Choosing East Harwich first for sewerage has an economic benefit for the town. By “partnering” with neighboring Chatham, Harwich eliminates the need to build its own East Harwich treatment facility as Chatham already has an existing treatment plant that can easily accommodate Harwich's sewage from the Pleasant Bay watershed. This alone will save Harwich significant capital and ongoing annual operating costs. Chatham's new wastewater treatment plant cost in excess of \$34 million dollars to build. Harwich has entered into an Inter-Municipal Agreement (IMA) with Chatham to send and treat up to 300,000 gallons per day of waste from the East Harwich area.

In addition, The Commonwealth of Massachusetts looks favorably at neighboring communities “partnering” with one another by providing loans at as low as zero percent interest for the Harwich municipal sewer construction. Harwich has the opportunity to pursue funding through this State Revolving Fund (SRF), further saving the Town of Harwich millions of dollars in interest expenses.

##### All of Harwich? It is not necessary.

Not all of Harwich is included in the sewerage project because only 50% of the town needs to be seweraged to clean up our watersheds.

## Chapter 3. PLANNING & CONSTRUCTION

### Is your property in Phase 2?

- Check Appendix 1 - Harwich Sewer Collection System - Phase 2 Street Listing - 04/17/18
- This street listing for Phase 2 properties can be found in Appendix 1 at the end of this document and also on the Wastewater website. The list is also available at the Brooks Free Library in Harwich, Town Hall and at the Harwich Community Center.

### Sewer Construction Sequence

Sewer installation has two construction components: **1) town municipal sewer collection pipes under roads within the right of way and 2) residential sewer pipe installation on private property to connect to the town sewer collection pipes.**

1. Harwich owned **municipal sewer pipes** will be installed in a street in your neighborhood. Harwich owns and maintains the collection system pipes within the town's right of way. After this municipal construction is completed, lateral sewer pipes from "curb to home" across your residential property will connect your home to the town sewer.
2. **Sewer service connection** is the financial, planning and installation responsibility of the homeowner. Designing of the sewer service connection to the town municipal pipes must be performed by a Massachusetts Professional Engineer licensed to practice in the Commonwealth of Massachusetts, in accordance with the Guides for the Design of Wastewater Treatment Works (TR-16), and in strict accordance with appropriate Massachusetts codes and the "Town of Harwich Rules and Regulations of the Sewer". This engineer/firm is hired by the homeowner. Much like arranging for a new septic system, the homeowner will contract and pay for the installation from their home to the town pipe.

### Current and Future Activities in the Phase 2 installation project.

- **Design-** The 90% design for the East Harwich Sewer Collection system is scheduled to be completed and submitted to the State Revolving Fund (SRF) with the towns funding application in mid-October 2018. The design process included an aerial topographical survey of East Harwich, obtaining the elevation of individual home sills, and conducting soil borings to determine soil composition and groundwater levels throughout the Phase 2 project area. This information was used to determine how deep the pipes in the street would have to be to accept wastewater by gravity from most homes in the Phase 2 area.
- **Construction-** Upon design approval from regulatory agencies, Harwich will hold a public bid for construction of the Phase 2 collection system. The Phase 2 collection system is separated into two construction contracts in an effort to obtain more competitive bids to perform the work. The two contracts will be executed simultaneously and include the installation of sewer mains, sewer laterals, and pump stations.
- **Homeowner Involvement During Construction (Sewer lateral/stub Placement)-** While most of the Phase 2 construction will not require any homeowner involvement, there is one component that will require input from residents. Part of the sewer main installation process is making an accommodation

for homeowners' sewer services to be installed at a later date. This is done by installing a sewer lateral or stub in front of each home. A sewer lateral is a pipe that is brought from the sewer main in the street to the property line of each home. The sewer lateral is NOT a sewer service: the sewer service will be installed at a later date by a licensed utility installer, hired by the homeowner, who will make a connection from the home to the sewer lateral at the property line. To best locate the sewer lateral for each individual home the Town's design engineer CDM Smith will distribute a "Sanitary Sewer Location Form "(Appendix 6). This form provides homeowners with the opportunity to identify where along their street frontage the contractor should install the sewer lateral. For guidance with sewer lateral placement the Town will be hosting workshops to assist residents, or residents may seek the services of a Professional Engineer. The location of the sewer lateral will be needed by the engineers when the "curb to house" connection is designed.

## What is the timeline for Phase 2

Overall the Phase 2 implementation is intended to be completed within a five-year period as follows:

Town approved Phase 2 design funding	Spring 2017 Annual Town Meeting(ATM)
Town owned sewer main design phase	Summer 2017 thru Early 2019
Town approved Phase 2 construction funding	Spring 2018 ATM
Project bidding phase	Early 2019
Construction phase	Spring 2019 thru Spring 2021
Properties connect to sewer	Summer 2021 thru 2022
First flow to Chatham Treatment Facility	June 2021

## Chapter 4 GRINDER PUMPS

### The need for a Grinder Pump or Pressure Pump

- If there is not enough slope in the sewer service pipe, a grinder pump will be required to transfer sewage from the home into the Town's collection system.
- A grinder pump differs from a direct flow gravity connection. It adds to the homeowner's initial cost of connecting to the municipal sewer pipes. Grinder pumps also have additional ongoing costs such as electric energy and maintenance.

### Pressure or grinder pumps. Will I need one?

- Most homes will not need a grinder pump. If you have a steep incline from basement to street, the elevation survey will determine if you need one. The homeowner or business owner owns the grinder pump. The need for a grinder pump is made on a case by case basis.

### Grinder pump; What do I need to know?

- An alarm is required in the event there is a pump failure and the control panel needs to have an emergency generator connection in the event that there is a prolonged power outage. Periodic maintenance may be required.
- A grinder pump typically consists of a storage tank (50-70 gallons) and the pump itself. The pump runs when a float switch indicates the level in the tank reaches its setpoint.
- If you are a seasonal resident or will be away for an extended period, then it is advisable to drain/winterize the grinder pump system.
- Rules and regulations do not allow single family dwellings to share a grinder pump. There can only be one property and account per pump.
- The Water Department will maintain a record of which homeowners have pumps and the manufacturers' information.

## Chapter 5 THINGS TO CONSIDER

### Suggestions to minimize your Costs

- Get multiple bids as you would for any project. You may also need proposals showing projected costs to apply for a loan such as the Barnstable County Community Septic Loan Program referenced in this document. (Appendix 8)
- There may be ways to reduce your engineering and utility contractor costs by working with your neighbors. Neighbors can band together to negotiate for potentially better rates via the bidding process.

### Things to consider

#### Decks

- Is your deck over the septic pipes that connect in your basement?
- If you plan to build a deck, it may be best to hold off until your connection piping is designed to avoid interference.

#### Internal plumbing changes

- You may decide to reroute the internal plumbing in your home to exit from the front of the home instead of the side or rear. Relocating where the sewer pipe exits your home may reduce the costs associated with installing your sewer service, minimize the impacts of excavation on your property or remove the need for a grinder.

#### Landscaping

- Consider valued plants that are between your septic entry to the basement and where you will place your sewer pipe connection to the street. You may want to move some plants or choose a connection point that preserves landscaping.

#### Street Restoration & Paving

- What should the roadway restoration expectations be after the project is completed? The entirety of the project route is going to receive curb to curb paving. Paving will typically consist of a three-step process. First, an initial trench patch consisting of 4 inches of binder course over 4 inches of ¾-in dense graded stone will be installed typically at the end of each week of construction. At some point when a sufficient length of trench patch has been installed, an eight-foot wide (or width of widest excavation, whichever is greater) 1½-in mill and resurfacing will occur along the trench patch. Finally, the third step will consist of two inch full-width mill and top course overlay for final paving.

## **Curb to Home Engineering and Construction Cost Estimates**

- Curb to home costs vary based on distance from the street, need for a pressure pump, and other per property variables from landscape to removing impediments. Chatham residents experienced costs which typically ranged between \$7,000-\$12,000 from a partial sample of installations during the last few years.

## **Loans and financing**

- Barnstable County offers loans for sewer connections through the Community Septic Management Loan Program. Local banks are aware of the project and its financial ramifications. It is up to the homeowner to initiate contacts with lenders.

<http://www.barnstablecountysepticloan.org/>

<http://www.barnstablecountysepticloan.org/loan-application/>

## **Chapter 6**

### **REAL ESTATE**

#### **Should Realtors disclose information related to the future connection to the sewer system of subject properties?**

- Realtors have a fiduciary responsibility to advise potential buyers of properties which will be required to connect to the sewer in Phase 2 (650 East Harwich properties) that the sewer is coming. Until such time as the sewer system is operational and the homeowner is connected to the sewer system the transfer of property will require a certificate that the Title 5 septic system is in compliance with state requirements and that a certificate is issued by the Board of Health. This certification is a condition of the property transfer. If the septic system is not in compliance the system needs to be repaired or replaced.
- When the Board of Health orders your property to connect, you will have twelve months to connect. The property owner may file a variance with the Harwich Board of Health to seek an extension. However, the BOH has made it very clear that variances may be granted for short periods of time for special circumstances. Each case would be decided individually but eventually you will need to connect to the sewer.
- Typically, the attorneys for the buyers and sellers will develop a Purchase & Sales Agreement which will address the responsibilities of each party as it relates to connecting to the sewer and abandoning the existing Title 5 septic system. The most straight forward approach is for the seller to pay for and complete the connection to the sewer prior to the transfer of the property (closing). At the closing, documentation would be provided by the seller which shows that the connection has been completed and is functioning.

#### **What should a realtor say when asked how much it costs to connect to the sewer?**

- Each connection to the sewer will be different in length, elevations, connections and associated details. Realtors should refer their clients to the Town of Harwich website and the Wastewater section in particular for cost estimates. However, a realtor should advise that a Professional Engineer will need to develop a sewer connection plan which after approval would be constructed by a licensed installer approved by the town.



## Chapter 7. HARWICH TOWN CONTACTS

### **Septic System Plans** - Paper and Digitized Options

Health Department  
Meggan Eldredge, Director  
Phone 508 430-7509  
health@town.harwich.ma.us  
732 Main Street  
Harwich, MA 02645

For online access to your property information:

- Site plans are available online via our website and the wastewater support committee website: <http://www.harwich-ma.gov/health> You will be re-directed to our online database.
- You do not need to log on or create a username in order to view property information.
- Our website has a “how-to” guide on accessing the online database and a link to get to it.
- <M:\PRESENTATIONS-POWER POINT\PHASE 2 SEWER PROJECT-accessing ONLINE records.pdf>

### **Location of Water Pipes and Information regarding Lateral Connections**

Water Department  
Dan Pelletier, Superintendent of Water and Wastewater  
Phone 508 432-0304  
dpelletier@harwichwater.com  
196 Chatham Road  
Harwich, MA 02645

### **General Project Questions**

Chris Clark, Town Administrator  
508-430-7513  
Fax 508-432-5039  
Administrator@town.harwich.ma.us

Wastewater Support Committee  
Wastewater@townofharwich.us

## Chapter 8. GLOSSARY

**ATM** – Annual Town Meeting

**Collection System** – Town owned sewer pipes to collect the sewage

**CDM Smith**- The design engineer employed by the Town do design and provide construction oversight for Phase 2.

**CWMP**- Comprehensive Wastewater Management Plan

**DB or D-box** – A distribution box abbreviation. It is a container used to receive septic system effluent from a **septic tank** and to re-distribute the discharge into a network of attached drain-field absorption trenches & pipes.

**Estuaries** - An estuary is a partially enclosed coastal body of brackish water with one or more rivers or streams flowing into it, and with a free connection to the open sea. Estuaries form a transition zone between river environments and maritime environments.

**Grinder Pumps** – A grinder pump is a sewage conveyance device. Once the wastewater inside the tank reaches a specific level, the pump will turn on, grind the waste into a fine slurry, and pump it to the central sewer system or septic tank. Grinder pumps can be installed in the basement or in the yard.

**Laterals** – Sewer pipe that connects from the sewer main in the road and extends to the individual home owner's property line

**Licensed Utility Installer** – An individual or company approved by the Board of Health to install sewer service connections

**Low Pressure Sewer System** – Sewer pipes which are used by pumps to transfer sewage

**Registered Professional Engineer** – An engineer licensed by the State of Massachusetts to design or approve the design of a sewer connection

**Request For Proposal** – A request for proposal (RFP) is a document that solicits proposals, often made through a bidding process, by an agency or company interested in procurement of a commodity, service, or valuable asset, to potential suppliers to submit business proposals.

**Septage** - Septage or "septic tank sludge" is partially treated sludge that is accumulated and stored in a septic tank or similar onsite sewage facility. Septage is a by-product from the pretreatment of household wastewater (sewage) in a septic tank.

**Sewage** - Refuse liquids or waste matter usually carried off by sewers

**Sewage Pumping Station** - Pumping stations in sewage collection systems are normally designed to handle raw sewage that is fed from underground gravity pipelines (pipes that are sloped so that a liquid can flow in one direction under gravity). Sewage is fed into and stored in an underground pit, commonly known as a *wet well*. The well is equipped with electrical instrumentation to detect the level of sewage present. When the sewage level rises to a predetermined point, a pump will be started to lift the sewage upward through a pressurized pipe system called a *sewer force main* if the sewage is transported some significant distance.

**Sewer Service**- The pipe that connects the Stub/Lateral at the property line to in waste pipe leaving the home

**State Revolving Fund (SRF)** - The State Revolving Fund (SRF) offers affordable loan options to cities and towns to help protect their clean water and drinking water.

**Stubs** – Sewer pipe that connects from the sewer main in the road and extends to the individual home owner’s property line

**TMDL** - A Total Maximum Daily Load (TMDL) is a regulatory term in the U.S. Clean Water Act, describing a plan for restoring impaired waters that identifies the maximum amount of a pollutant that a body of water can receive while still meeting water quality standards.

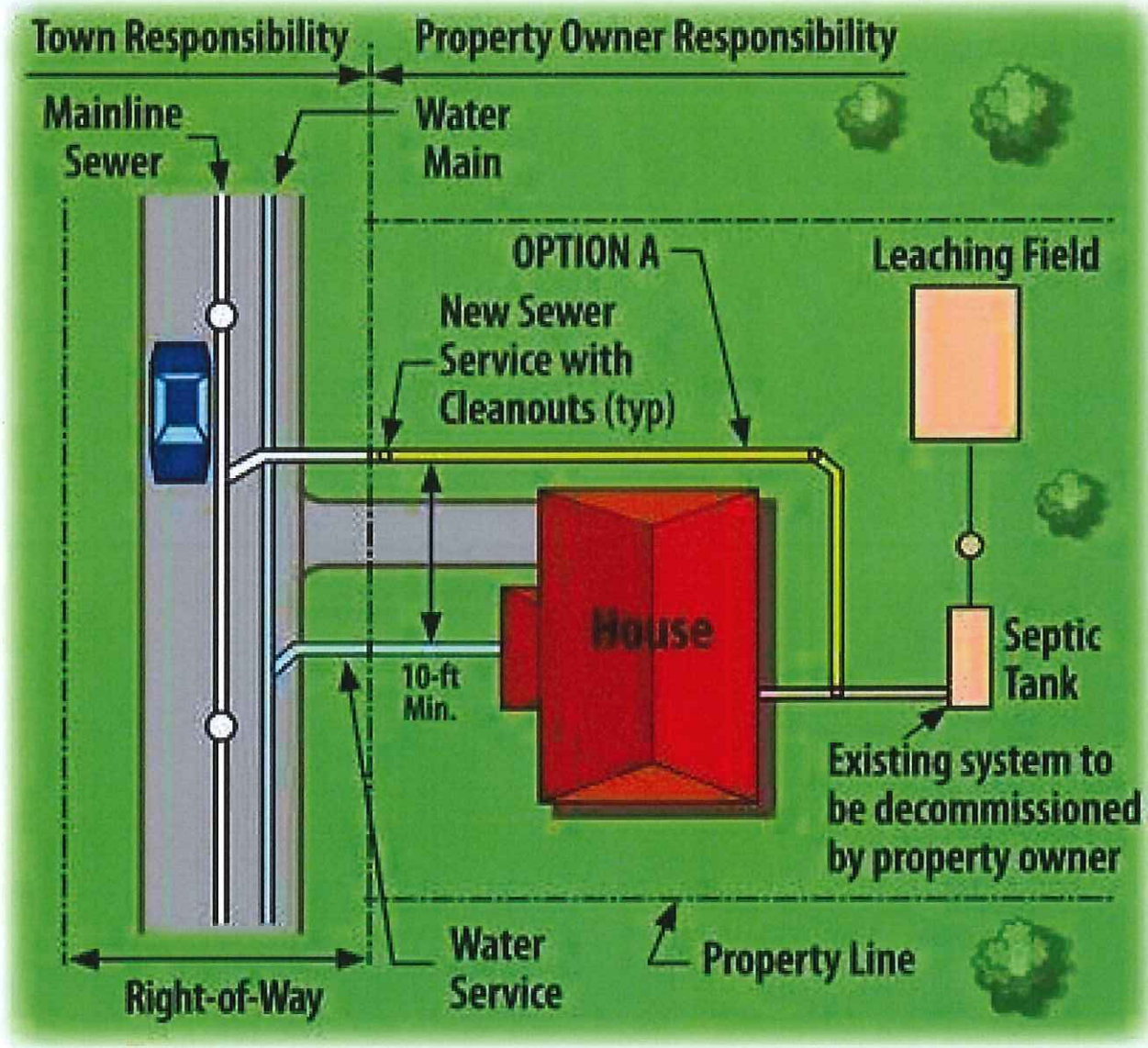
## APPENDIX

1. Harwich Sewer Collection System - Phase 2 Street Listing - 04/17/18
2. Phase 2 Map
3. Tie into Existing Septic System Hookup Diagram
4. Replumbing Interior Septic Pipe Hookup Diagram
5. Grinder Pump Hookup Diagram
6. Sanitary Sewer Location Form- Blank Example
7. Sanitary Sewer Location Form- Completed Example
8. Barnstable County Loan Application
9. Harwich Wastewater Phasing Plan
10. Licensed Engineers
11. Homeowner Sewer Connection Checklist
12. Dig Safe Markout Colors
13. Typical Sewer Service Detail

**Appendix 1**  
**Harwich Sewer Collection System - Phase 2 Street Listing - 04/17/18**

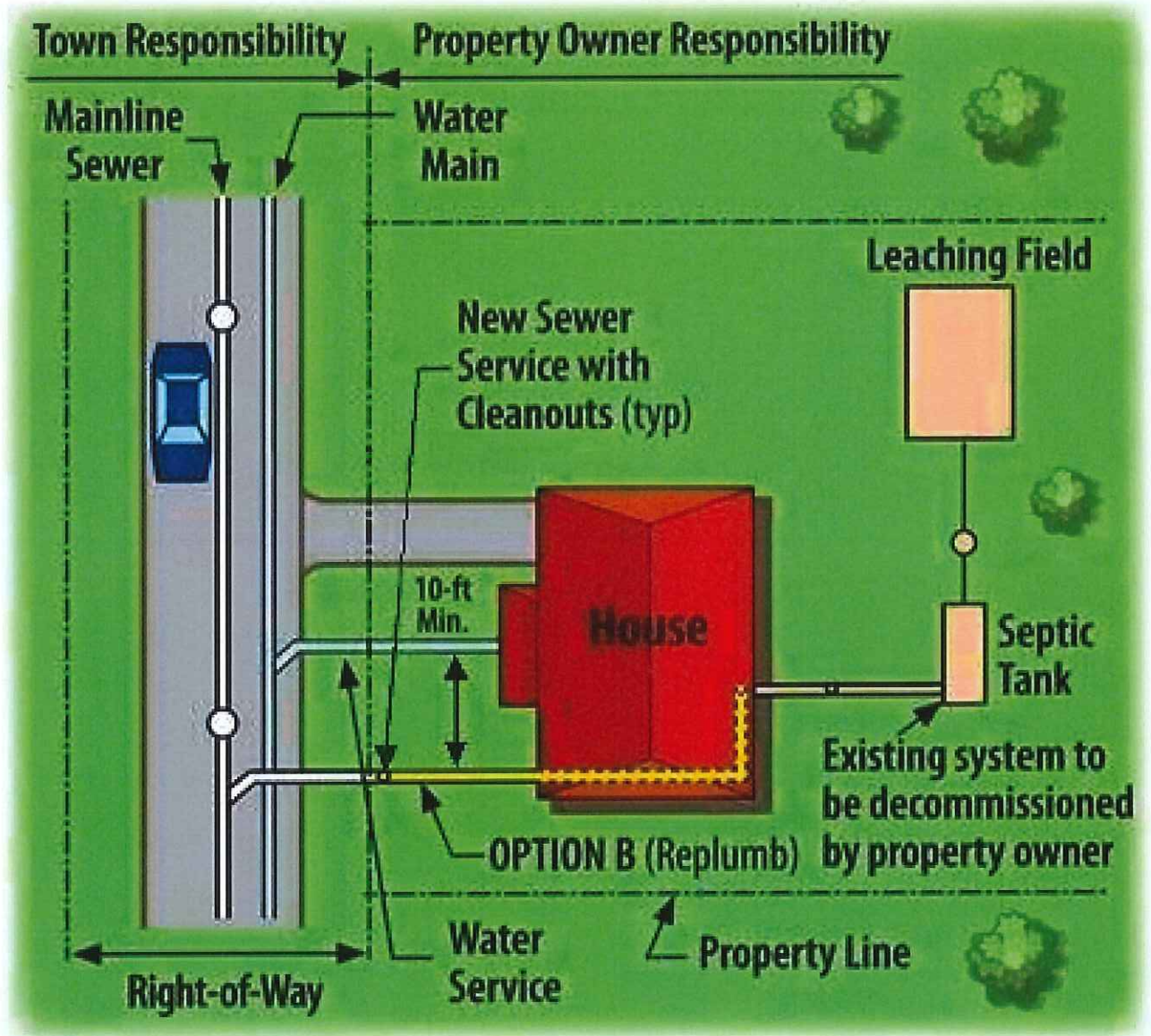
STREET NAME	HOUSE NUMBERS	STREET OWNERSHIP
Alexander's Chase	All	Private
Auston Road	All	Private
Bay Road	#6 to #101	Town
Brewster-Chatham Road (Route 137)	#9 to #310	County
Cemetery Road	All	Town
Chickadee Lane	All	Private
Chris Jobeth Circle	All	Private
Church Street	#1 to #207	County
Compass Drive	All	Town
Continental Drive	All	Town
Deer Meadow Road	All	Town
Ellis Drive	All	Town
Fredericksburg Avenue	All	Town
Halls Path	#1356 & #1360	Town
Harden Lane	All	Town
Herndon Road	All	Town
Huckleberry Path	All	Town
Johanna's Path	All	Private
Landron Way	All	Private
Liberty Trail	All	Town
Lily Lane	#4	Private
Locust Grove Road	All	Town
Marsh View Road	All	Town
Mary Beth Lane	#1 & #2	Town
Nickerson Road	All	Town
Nor'East Drive	All	Town
Old Carriage Drive	All	Town
Old Heritage Way	All	Town
Old Salty Lane	All	Private
Orleans-Harwich Road (Route 39)	#1343 to #1585	County
Partridge Lane	#3 to #32	Town
Queen Anne Road	#1000 to #1154	Town/County
Reliance Way	All	Private
Round Cove Road	#134 to #160	Town
Ruddy Duck	#5	Private
Sadie's Way	All	Private
Scotch Pine Farm	All	Private
Sherwood Road	All	Town
Somerset Road	All	Town
Sou'West Drive	All	Town
Sparrow Hawk Road	#8	Private
Spence's Trace	All	Private
Spruce Grove	All	Private
Sugar Hill Drive	All	Town
Tern Road	All	Town
Vicksburg Avenue	All	Town
Whidah Drive	All	Town
White Pine Circle	All	Town
Williamsburg Avenue	All	Town

Appendix 3  
Tie into Existing Septic System Hookup Diagram



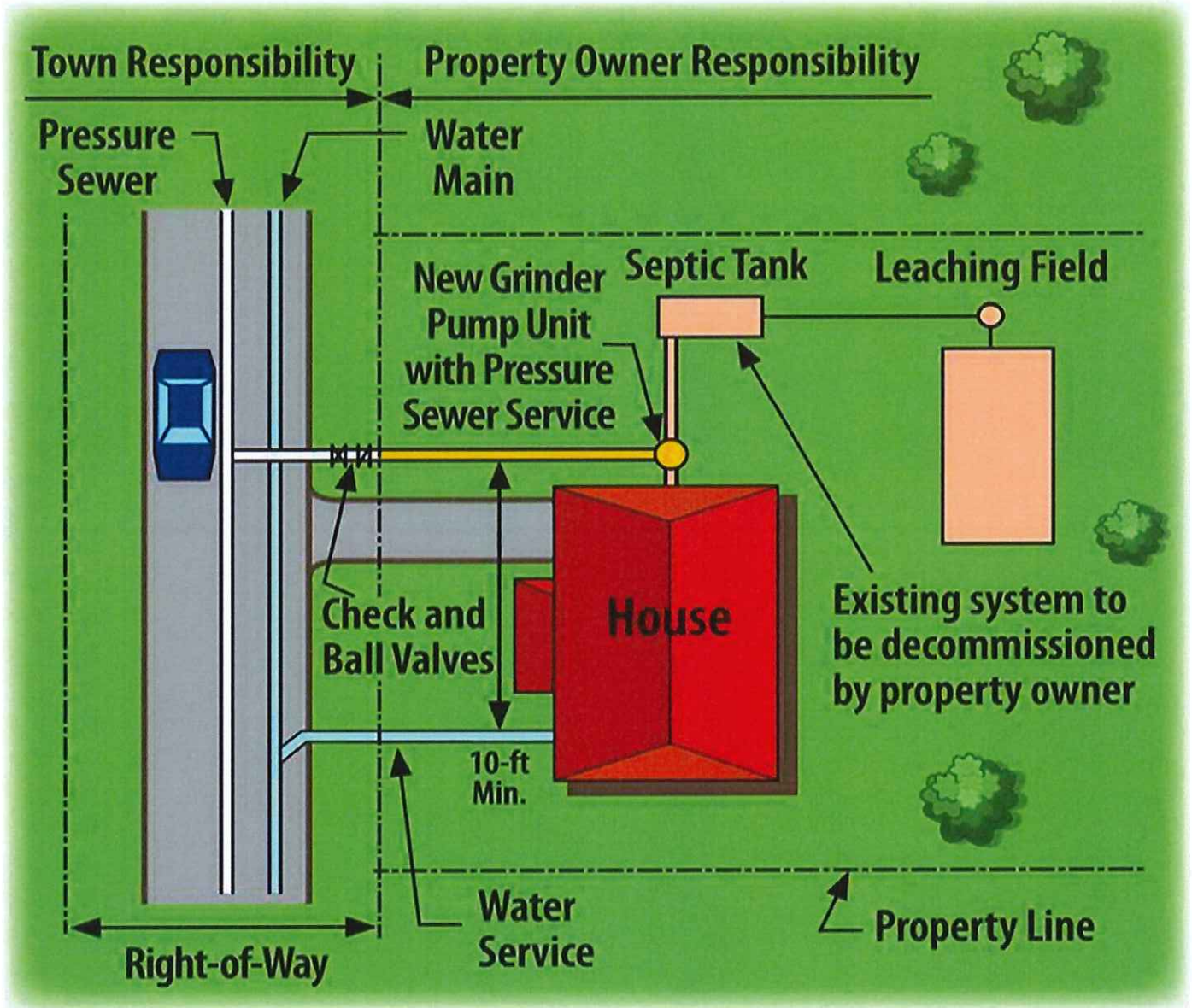


Appendix 4  
Replumbing Interior Septic Pipe Hookup Diagram





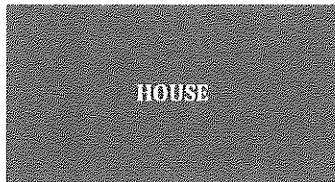
Appendix 5  
Grinder Pump Hookup Diagram



**Appendix 6**  
**Sanitary Sewer Location Form- Blank Example**

**TOWN OF HARWICH, MASSACHUSETTS**  
**SANITARY SEWER LOCATION FORM**  
**PHASE 2**

1. MARK AND CLEARLY IDENTIFY WHERE YOU PLAN TO HAVE THE SANITARY SEWER SERVICE CONNECTION ENTER YOUR HOME/PROPERTY.
2. PLEASE FILL IN THE APPROPRIATE SPACES LISTED BELOW INCLUDING OWNER'S NAME, STREET NAME, HOUSE NUMBER, DAY/EVENING PHONE NUMBER, AND THE HOMEOWNER'S SIGNATURE
3. IF YOU NEED ANY ASSISTANCE OR HAVE ANY QUESTIONS, PLEASE CONTACT: (CDM SMITH FIELD ENGINEER- TBD)



PROPERTY LINE \_\_\_\_\_  
\_\_\_\_\_  
(SANITARY SEWER MAIN IN THE STREET)  
\_\_\_\_\_

PROPERTY LINE \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_  
(PRINT)

HOUSE NUMBER: \_\_\_\_\_

STREET NAME: \_\_\_\_\_

PHONE NUMBER (DAY): \_\_\_\_\_

PHONE NUMBER (EVENING): \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

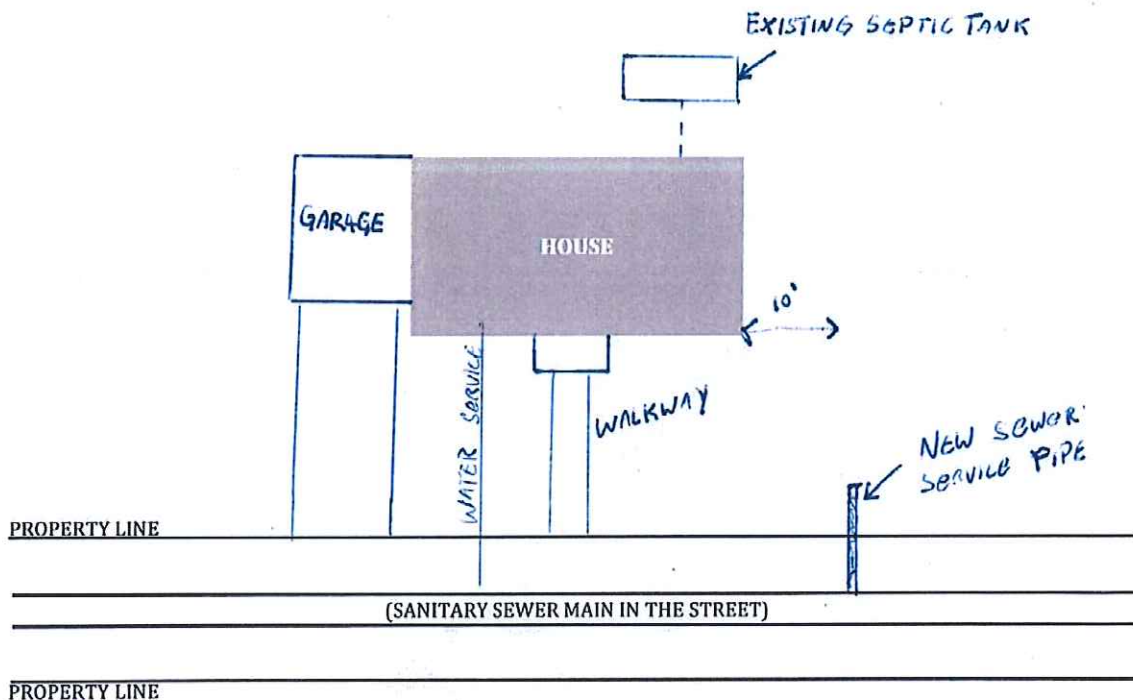
Please show and label underground utilities you are aware of on your property. Ex. Buried sprinkler system, electrical, etc.

## Appendix 7

### Sanitary Sewer Location Form- Completed Example

#### TOWN OF HARWICH, MASSACHUSETTS SANITARY SEWER LOCATION FORM PHASE 2

1. MARK AND CLEARLY IDENTIFY WHERE YOU PLAN TO HAVE THE SANITARY SEWER SERVICE CONNECTION ENTER YOUR HOME/PROPERTY.
2. PLEASE FILL IN THE APPROPRIATE SPACES LISTED BELOW INCLUDING OWNER'S NAME, STREET NAME, HOUSE NUMBER, DAY/EVENING PHONE NUMBER, AND THE HOMEOWNER'S SIGNATURE
3. IF YOU NEED ANY ASSISTANCE OR HAVE ANY QUESTIONS, PLEASE CONTACT: (CDM SMITH FIELD ENGINEER- TBD)



OWNER'S NAME: JOHN DOE  
(PRINT)

HOUSE NUMBER: 1

STREET NAME: YELLOW BRICK ROAD

PHONE NUMBER (DAY): 508 867 5309

PHONE NUMBER (EVENING): 508 867 5309

OWNER'S SIGNATURE: J.D.

DATE: 5/1/2020

Please show and label underground utilities you are aware of on your property. Ex. Buried sprinkler system, electrical, etc.



**Appendix 8  
Barnstable County Loan Application (Page 1)**



**Community Septic Management Loan Program  
P.O. Box 427  
Barnstable, MA 02630**



**5% Interest Rate Betterment Loan Application  
To Be Completed by Homeowner(s)**

Note to owner(s): This application is to be submitted to the Barnstable County Community Septic Management Loan Program, and income information is considered confidential. For purposes of this program, "Owner" is defined as a person, or persons, who has or have, legal title to residential facilities served by an on-site system, including, but not limited to, any agent, executor, administrator, trustee, or guardian of the estate for the holder of legal title. Please provide all of the following information and be sure to sign the application. Use full legal names only. **PLEASE PRINT NEATLY!**

<b>1. Property/Owner information</b>					
<b>Current Owner 1</b> _____					
Property Address _____					
Village _____				Zip _____	
Home Telephone Number _____			Work Telephone Number _____		
Cell Phone Number _____			Email Address _____		
<b>Current Owner 2</b> _____					
Home Telephone Number _____			Work Telephone Number _____		
Cell Phone Number _____			Email Address _____		
Deed Reference	Book	Page	or Document No.		
Assessor's Information	Map	Parcel	Other		
Property taxes Current? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Is the property currently on the market? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>2. Mailing address (if different from above)</b>					
Street Address or PO Box _____					
Village _____				State _____ Zip _____	
<b>3. Type of residential structure is (check one)</b>					
<input type="checkbox"/> Single family home (owner occupied)		<input type="checkbox"/> Condominium			
<input type="checkbox"/> Single family home (rental property only)		<input type="checkbox"/> Multi-family home (number of units) _____			
<input type="checkbox"/> Other (describe) _____					
<b>4. Property is (check one)</b>					
<input type="checkbox"/> Owner Occupied		<input type="checkbox"/> Occupied by owner and tenants		<input type="checkbox"/> Tenant occupied only	
<b>5. Total number of persons in residence</b>					
Owner Occupied _____			Tenant Occupied _____		
Ages of residents (number each age)    0-9 _____ 10-19 _____ 20-39 _____ 40-59 _____ 60 & over _____					

**Please be sure to complete the other side of this form**

## Barnstable County Loan Application (Page 2)

**6. Building description**

Total number of bedrooms \_\_\_\_\_ Total number of bathrooms \_\_\_\_\_

**7. Has the septic system been inspected and certified "failed"?**

Yes  No

If "yes", provide a copy of the inspection report. If "no", what signs and symptoms indicate failure, and the repair/replacement activity anticipated, for example replace cesspool(s) with a Title 5 system, replace leaching field, etc.

**8. Ethnicity (for government reporting purposes only)**

Asian     American Indian     Brazilian     Portuguese     Black or African American  
 White     Hispanic or Latino     Cape Verdean     Multiracial     Other

**9. Financial information**

**Include a signed and dated copy of your most recent Federal Tax Return [1040] with this application.**

For applicants not required to file a Federal Tax return, evidence of source(s) of income, (e.g. Social Security, pension benefits, unemployment benefits, veteran benefits, public assistance benefits, etc.), indicating the monthly amount you presently receive from each source, should be included for documentation purposes.

**10. Do you presently have a mortgage?**

Yes - **Please include a copy of your most recent mortgage statement with this application.**  
 No

**11. Are you presently in bankruptcy or have you filed for bankruptcy in the past?**

Yes     No    If yes, when? \_\_\_\_\_

**12. Are you planning on refinancing your mortgage? If yes, please note that Barnstable County Betterment loans can not be subordinated to existing or future mortgages.**

Yes     No

**13. Reimbursement for costs associated with the septic system repair project up to 30 days prior to the receipt and approval of a completed application by Barnstable County is possible, but not guaranteed.**

**14. Certification by Owner(s)**

I/we agree to sign a betterment loan agreement with the County of Barnstable for the amount of eligible project costs for the purpose of septic system repair or replacement, pursuant to the Title 5 definition of septic system failure, and am/are aware that any such loan would be secured by a betterment assessment, recorded on my property title, on the property identified above, with a repayment term to the County not to exceed twenty (20) years. I/we understand that the loan carries a 5% per annum interest rate and is payable monthly to the County of Barnstable. I/we also understand that the County may obtain a first priority lien on the homeowner's property if the repayments are not made on time. If scheduled payments are late, interest at the rate of fourteen percent (14%) per annum will accrue on the outstanding principal balance until the payments become current. I/we also understand that should payments not be made, the County, in addition to the preceding, has statutory authority to take title to the property and, subsequently, to undertake proceedings to foreclose the owner's right to redeem the property from tax title. Furthermore, I/we understand that the County of Barnstable reserves its rights under available statutes to recover any and all costs incurred for this project in the event my/our application to this program proves to be fraudulent.

This information provided is true and complete to the best of my/our knowledge and belief. I/we consent to the disclosure of such information of income and verification related to my/our application for financial assistance. I/we understand that any willful misstatement of material fact will be grounds for disqualification.

\_\_\_\_\_  
 Applicant Signature (Date) Co-Applicant Signature (Date)

**Note: \$50.00 will be added to your loan to cover costs associated with securing this loan with the County of Barnstable Registry of Deeds.**

**Appendix 9**  
**Harwich Wastewater Phasing Plan**

<b>Harwich Wastewater Phasing Plan</b>			
<b>Phase</b>	<b>Time Frame</b>	<b>Cost Estimate</b>	<b>Focus</b>
1	2013 to 2016	\$ 1.8M	Muddy Creek Attenuation Bridge Project & Cold Brook Attenuation Study
2	2016 to 2021	\$24.8M	Pleasant Bay Collection System : South, Cold Brook Attenuation & Hinkley's Pond Restoration
3	2021 to 2025	\$12.9M	Pleasant Bay Collection System : North & Seymour Pond Restoration
4a	2026 to 2028	\$34.4M	Harwich Treatment Plant or Dennis / Harwich / Yarmouth Joint Treatment Plant
4b	2029 to 2032	\$22.3M	Herring River Collection System : Northeast
5	2033 to 2037	\$23.2M	Herring River Collection System : Northwest
6	2038 to 2042	\$21.2M	Harwich Port, Allen & Wychmere Harbors & Herring River Southeast Collection Systems + Bucks Pond & John Joseph Pond Restoration
7	2043 to 2047	\$47.2M	Herring River Collection System : Southwest & Treatment Facility Upgrade
8	2048 to 2052	\$33.9M	Campgrounds, Great Sands Lake & Final Pleasant Bay Area Collection Systems



## Appendix 10 Licensed Engineers

<b><u>LIST OF COMPANIES THAT MAY PERFORM SEWAGE DESIGN IN THE AREA</u></b>		
<b>THIS IS NOT AN ENDORSEMENT BUT MERELY A COMPILATION OF COMPANIES IN THE AREA. WE SUGGEST THAT YOU CALL AT LEAST TWO OR THREE COMPANIES AND CHECK REFERENCES</b>		
<b>Updated August 2018</b>		
BSC Group 349 Route 28, Unit "D" West Yarmouth, MA 02673 508-778-8919	George Reilly, RS P.O. Box 1063 Orleans, MA 02653 508-255-8635	Ryder & Wilcox Engineering 3 Giddiah Hill, Box 439 South Orleans, MA 02662 508-255-8312
Bass River Engineering P.O. Box 1163 East Dennis, MA 02641 508-385-3426	J.C. Ellis Design Co. PO Box 81 Eastham, MA 02651 508-240-2220	Schofield Brothers Engineering P.O. Box 101 Orleans, MA 02653 508-255-2098
Bennett Environmental Associates 1573 Main Street – PO Box 1743 Brewster, MA 02631 508-896-1706	J.M. O'Reilly & Associates P.O. Box 1773 Brewster, MA 02631 508-896-6601	Dan A. Speakman Construction 15 Speak Way Harwich, MA 02645 508-432-5565
Clark Engineering 156 Crowell Road, Suite B Chatham, MA 02633 508-945-5454 Fax: 508-945-5458	LaBarge Engineering 237 Route 28 W Harwich, MA 02671 508-432-6360 Fax: 508-432-6792	Stephen A. Haas Engineering, Inc. P.O. Box 16 South Dennis, MA 02660 508-362-8132 Cell: 508-367-1691
Coastal Engineering 260 Cranberry Highway Orleans, MA 02653 508-255-6511	Mary Beth McKenzie, R.S. J. O'Loughlin, Inc. 2 Harold Street Harwich Port, MA 02646 508-432-5700	Sweetser Engineering 203 Setucket Road, South Dennis, MA 02660 508-385-6900
Down Cape Engineering 939 Route 6A Yarmouth Port, MA 02675 508-362-4541	Moran Engineering 941 Route 28, PO Box 183 South Harwich, MA 02661 508-432-2878	Terry Warner Surveying 22 Long Road Harwich, MA 02645 508-432-8309
East Cape Engineering P. O. Box 1525 Orleans, MA 02653 508-255-7120	Douglas A. Grover Septic Design P.O. Box 240 South Orleans, MA 02662 508-255-4411	Eldredge Surveying & Engineer 1038 Main Street Chatham, MA 02633 508-945-3965
David Coughanowr Eco-Tech Rapid Response 155 George Ryder Road South Chatham, MA 02633 508-364-0894	Ronald J. Cadillac, PLS, RS, P.C. P.O. Box 258 West Yarmouth, MA 02673	Robert M. Perry, P.E. P.O. Box 1517 East Dennis, MA 02631 508-385-1445
Felco Engineering P.O. Box 1366 Orleans, MA 02653 508-255-8141		



## Appendix 11 Homeowner Sewer Connection Checklist

Action	Yes/No	Date	Comments
Are you on the Phase 2 list to be sewerred?			
Have you been informed you need a grinder pump?			
Did you obtain an as-built septic system drawing from the Board of Health?			
Did you obtain a water service tie card from customer service at the water department to locate where the water service is on your property?			
Does your septic pipe enter from the front, side or rear side of your house?			
Is your basement finished?			
If your septic pipe is not in the front of your house, would you consider moving the sewer connection to the front?			
Identify you preferred point of entry for the sewer connection.			
Be aware of complications related to decks, driveways, fences, walls, landscaping, patios, etc.			
Arrange financing for the installation costs.			
Retain the service of a registered professional engineer to develop your connection plan.			
Obtain installation bids from Licensed Utility Contractors approved to do business in the Town of Harwich.			
Sign a contract to perform the work and complete the installation.			
Work with the Licensed Utility Contractor if you need to hire a plumber and/or electrician to complete the installation.			
Keep a copy of the final installation certificate and you or your contractor shall submit an as-built to the Town's Sewer Department			
Complete any yard work as a result of the construction			
Keep proof of work done of the installation for your records			
Follow up to get detail of your sewer account			

Appendix 12  
Dig Safe Markout Colors

- Painted marks in the street identify various underground utilities. Each type of utility is marked with a unique color. Please refer to the Dig Safe chart below to better understand what the marks in your street represent.



**Know what's below.  
Call before you dig.**

<b>RED</b>	<b>ELECTRIC</b>
<b>YELLOW</b>	<b>GAS, OIL, STEAM</b>
<b>ORANGE</b>	<b>COMMUNICATIONS</b>
<b>BLUE</b>	<b>POTABLE WATER</b>
<b>PURPLE</b>	<b>RECLAIMED WATER</b>
<b>GREEN</b>	<b>SEWER / DRAINAGE</b>
<b>PINK</b>	<b>SURVEY MARKS</b>
<b>WHITE</b>	<b>PROPOSED EXCAVATION</b>





## 5 STEPS TO HOOK UP TO THE TOWN SEWER SYSTEM



If you have been advised that you are part of the Phase 2 Sewer Project scheduled to begin construction in the Spring of 2019, then the following steps apply to you.

### STEP 1 Determining the location of your Septic System & your Water Service

The Health Department and Water Department have Septic System and Water Service plans on line and their website's give instructions as to how to access those plans. You can also obtain paper copies by going to the Health Department and Water Department.

#### Health Department

Town Hall, 732 Main St  
Harwich, MA 02645  
health@town.harwich.ma.us  
PH (508) 430-7509

#### Water Department

Dan Pelletier  
196 Chatham Road  
Harwich, MA 02645  
dpelletier@harwichwater.com  
PH (508)-432-0304

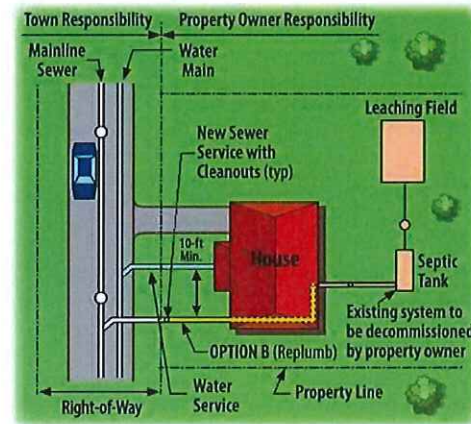
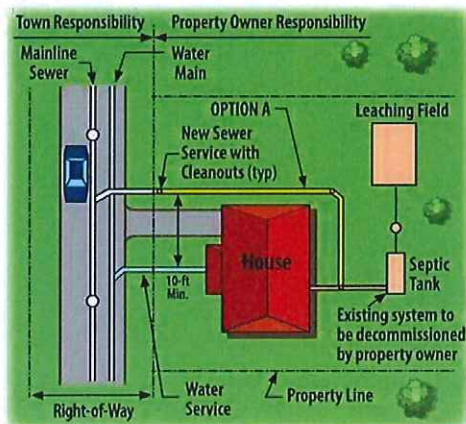
If your Septic System is older or you are planning on selling your home, there are arrangements that may apply to your circumstances. Health Department and Water Department Staff can assist you with these questions.

### STEP 2 Decide on the location of your "Stub" for the Town Sewer Pipe "Lateral" Connection

Upon receipt of the Sanitary Sewer Location Form from CDM Smith, the Town's Engineering Design consultant, you will be required to identify where on your property line you prefer your sewer "stub" to be located. If you have been working with a Professional Engineer and have considered the possibilities, you will be ready to confirm that location.

The Town's Engineering Design consultant will have a Resident Engineer who will distribute the Sanitary Sewer Location Form on a street-by-street/area-by-area basis depending on the Contractor's planned construction sequence. The idea is to stay well ahead of the actual construction so that the forms are returned before the Contractor gets to a particular area. This process will start prior to the Contractor starting construction.

The Board of Health and Water Department will hold workshops for homeowners upon receipt of the Sanitary Sewer Location Form. A sample of that form is in Appendix 6 and Appendix 7 is a sample completed form to help residents determine what a completed form should look like. If you are not responsive or you haven't decided on the best possible route, the construction company will install a "stub" in a location on your property line for you.





### STEP 3 Hire a Professional Engineer (P.E.)

The homeowner is required to hire a Professional Engineer to design the connection plan from their home to the street. This person or firm will assist you, the homeowner, in determining what is the most cost-effective way to arrange the pipes on your property. The Professional Engineer can address questions you may have about elevations, grinder pumps, and the actual placement of the sewer pipe. For example, if your Septic System is located in your back yard, the Professional Engineer can help you decide if it is better to go around the house (depending on decks and driveways) or to reroute the septic pipe through the basement.

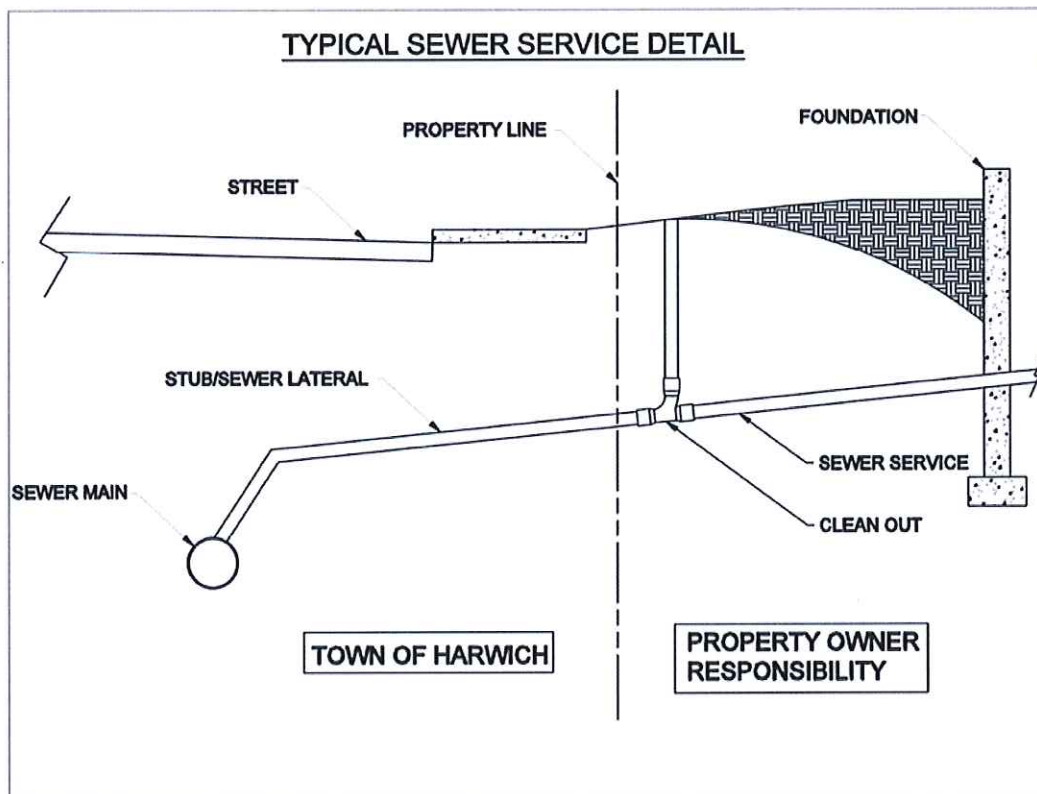
### STEP 4 Hire a Licensed Utility Installer

By May of 2021, the construction company will be completing its work in the main part of the street, the public way. Over the following year, approximately June of 2021 through June of 2022, homeowners can begin to connect to the Town sewer pipe. Homeowners will have one year for this process. This work must be done by a Town-sanctioned Licensed Utility Installer. This Installer, working with the plan designed by your Professional Engineer, will do the actual construction at your home on your property. Most likely, they will use a backhoe to dig the trench for the sewer line. Usually this work will take about one day. Typical costs for this work without involving hardscape and landscape matters have been estimated at \$7,000 - \$10,000. This dollar amount will have many variables such as distance from home to street.

A list of Town-sanctioned Licensed Utility Installers will be made available by the Health Department when we are closer to the start of those activities.

### STEP 5 Abandoning your existing Septic System

Once your home is connected to the Town Sewer System, your existing Septic System must be abandoned in place or removed by a Licensed Utility Installer. Abandoning the system typically involves pumping the tank and other components dry, crushing the concrete and filling it with sand to avoid settling or sink holes in the future.



## Christopher Clark

---

**From:** Larry Ballantine  
**Sent:** Monday, September 10, 2018 3:48 PM  
**To:** Julie Kavanagh  
**Cc:** Christopher Clark; Sandy Robinson  
**Subject:** BOS Agenda - 9.17.18  
**Attachments:** Noreen Cover Analysis of Fin Assist Plan.docx; Noreen DRAFT SEWER HOOKUP FINANCIAL ASSISTANCE PLAN-1.docx

Julie I would like to add an agenda item: Discussion of Possible Sewer Connection Financial Assistance Plan.

Noreen Donahue as put together the attached documents to continue to look at creative ways we might help residents finance the required sewer connections.

Related request. I had previously asked if Peter Hughes wastewater discussion could be scheduled immediately after consensus agenda. Can Noreen follow Peter?

Thanks,

Larry

# Proposed Sewer Connection Financial Assistance Plan

The Town has had many requests to explore financial assistance to aid the homeowner who is required to connect to the new Town sewer system. This proposal explores the expansion of the Senior Exemption Program to aid those required to connect. The “average” cost of connecting to the Town sewer is estimated to be in the range of \$ 7,000 - \$ 10,000.

If this discussion is received favorably, an Article could be created for May 2019 Town Meeting to approve the necessary funding. The legalities of this proposal must be vetted as well as any Local, State or Federal regulations that may affect the plan.

The attached table has certain assumptions and considerations listed below:

- There would be no age limit
- The plan would be for all property owners (could include Non-Resident taxpayers) who meet the criteria
- There are a variety of income statistics that are used for different government programs such as HUD and LIHEAP (Low Income Energy Assistance), to name just two. The example on the proposal was based on Statewide Hud Median Family Limits (Barnstable County mean income is currently lower than Statewide limits).  
So these draft income levels represent \$ 95,500 at 80% (= \$76,400) for Married/Family and an amount representing 52% of that figure (= \$39,728) to adjust for Single person households.
- It would be a one-time allotment – not continuing to additional years
- An assistance plan may require Asset Limits that are set at different caps for Resident vs. Non-Resident Taxpayers. Or since it is proposed as a one-time situation, we could eliminate the need for Asset Limits as some housing programs do.
- Last year (FY18?), the Town awarded a total of 50 Senior Exemptions – Doesn’t seem that enough residents would qualify for assistance by this method
- Must meet legal and legislative requirements as well as Town Meeting approval for the process and funding
- If 30% of Phase II homeowners qualified for this financial assistance allowance, then the cost would be approximately \$ 400,000 plus Administrative costs
- It is understood that this plan would continue through all Phases of the Comprehensive Wastewater Management Plan

**DRAFT SEWER HOOKUP FINANCIAL ASSISTANCE PLAN & COMPARISON TO EXISTING ASSESSING SENIOR EXEMPTION (41c)**

	<b>FY19 ASSESSING DEPT. SENIOR EXEMPTION</b>	<b>PROPOSED SEWER HOOKUP FINANCIAL ASSISTANCE</b>
<b>Amount of Assistance</b>	<b>\$ 1,500</b>	<b>\$ 2,000</b>
<b>Frequency</b>	<b>Every year criteria is met</b>	<b>One-time</b>
<b>Age Requirement</b>	<b>65</b>	<b>None</b>
<b>Income Limit</b>	<b>(Single) \$ 31,729 - \$ 36,357 (See Note)</b>	<b>(Single) \$ 39,728</b>
	<b>(Married) \$ 47,594 - \$ 54,536 (See Note)</b>	<b>(Married) \$ 76,400</b>
<b>(Note: Social Security Allowance)</b>	Higher amount is allowed if difference to lower amount is Social Security Income	
<b>Asset Limits*</b>	<b>(Single) \$ 54,203</b>	<b>(Single) \$ 75,000**</b>
	<b>(Married) \$ 74,529</b>	<b>(Married) \$ 100,000**</b>

*\*(Value of Harwich Property is not included Asset Limit)*

*\*\*May not want Asset Limits for a one-time program*



# 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

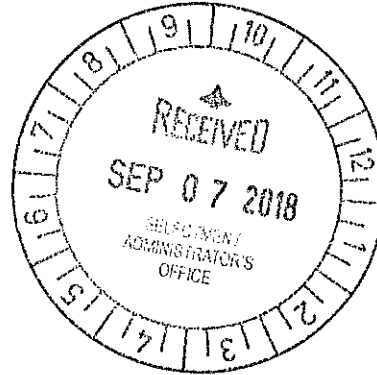
## Memorandum

**TO:** Board of Selectmen  
Christopher Clark  
Town Administrator

**FROM:** David J. Guillemette  
Chief of Police 

**DATE:** September 6, 2018

**SUBJECT:** Liquor / Entertainment License violation report



In accordance with Town of Harwich Liquor License Regulations section 1.16 I would like to bring to the board's attention two noise violations the occurred at Perks on July 27, 2018 and August 26, 2018. It should be noted that Perks had been given a written warning for the violation that occurred on July 27, 2018.

The attached violation reports are for your consideration as to whether to hold a public hearing on the matter. Officers involved in investigating the violations will be available for testimony should it be deemed necessary.

I also feel the board should be aware of the following facts:

- On May 23, 2018 an information session was held at the Harwich Police Department for all establishments licensed under chapter 138 of Massachusetts General Laws (Liquor).
- At this informational meeting, which a Perks representative attended, copies of the Town of Harwich Liquor License Regulations were distributed and reviewed with the attendees. The entertainment license portion of the liquor regulations were discussed and explained.





# 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

**Date:** August 30, 2018  
**To:** Chief David J. Guillemette  
**From:** Lt. Kevin Considine   
**Re:** Entertainment Violation at Perks

Chief,

Please find below the entertainment violations we have had at Perks, 548 Route 28.

1. On July 27, 2018 at 10:11 p.m. the Harwich Police Department received a call for loud music coming from The Port Restaurant. Officer Dutra arrived at the call and could hear what the officer described as loud music coming from the direction of The Port and Perks. Officer Dutra made contact with the manager of The Port and Officer Dutra confirmed that the music was not coming from The Port and confirmed it was coming from Perks.

It was determined that house recorded music was playing outside via the use of speakers after 10 p.m. which is a violation of the entertainment license. Also on scene were Sgt. Adam Hutton and Officer Tegan DeBaggis who both confirmed that the music from the speakers could be heard coming from Perks.

As with our procedures for the first violation of the season, I sent the establishment via in hand delivery a written warning for the above violation.

2. The second violation occurred on August 26, 2018 at 8:20 p.m. Officer Ron Ruggiero was dispatched to Perks for a noise complaint. The reporting party was \_\_\_\_\_  
Officer Ruggiero spoke to \_\_\_\_\_ in his yard and confirmed that he could hear music coming from Perks. 29 Pleasant Street is greater than 150 feet away from Perks. Officer Ruggiero went to Perks, confirmed this was the music he heard and spoke to the manager and singer who turned the music down.



# HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541

Fax 508-432-2530



Go Industries Inc. d/b/a/ Perks  
545 Route 28  
Harwich Port, Ma 02646  
Taylor Powell, Manager

 COPY

## In Hand Delivery

Dear Mr. Powell,

On July 27, 2018 at 10:11 p.m. the Harwich Police Department received a call for loud music coming from The Port Restaurant. Upon arrival, the officer could hear loud music coming from the direction of The Port and Perks. The officer made contact with the manager of The Port and the officer confirmed that the music was not coming from The Port, but it was obvious that the music was coming from Perks.

It was determined that house music was playing outside via the use of speakers after 10 p.m. which is a violation of your entertainment license which states "recorded or live music..." must end at 10 p.m.

As our procedure with these violations, we offer the establishment one written warning per season. This serves as your written warning for the violation on July 27, 2018.

The officer and sergeant who spoke to you mentioned that you were confused about the violation and you were not aware that house music (radio / music recordings) were in violation. The purpose of this letter is to also advise you that any recorded or live music must stop at 10 p.m.

Sincerely,

Lt. Kevin Considine  
Operations Division



Incident Report

08/30/2018

Incident #: 18-6911-OF

Call #: 18-6911

Date/Time Reported: 06/14/2018 1606  
Report Date/Time: 06/14/2018 1610  
Status: No Crime Involved

Reporting Officer: Lieutenant Kevin Considine

Signature: \_\_\_\_\_

**EVENTS(S)**

LOCATION TYPE: Restaurant/Cafeteria  
PERKS COFFEE SHOP  
545 RT 28  
HARWICH MA 02645

Zone: HARWICHPORT

NOISE VIOLATION

This report is submitted by Officer Dutra regarding a liquor license/entertainment license violation at Perk's on 7/27/2018.

While assigned to 4-12 shift I responded to The Port Restaurant around 22:11 for a noise violation, loud music. See case 18-9417. When I arrived I parked my cruiser behind The Port Center. From the rear parking lot I could hear loud music coming from that direction. When I made contact with one of the Manager's he assured me the music was not coming from the Port Restaurant and allowed me to check his property. While on the property it was obvious the music was not coming from them it was coming from the property next door, Perk's. The noise carried beyond the 150 ft rule.

I informed Sgt. Hutton and Debaggis who were in the area. Sgt. Hutton confirmed the music was coming from Perk's. He and Officer Debaggis heard it from the side walk in front of Rt 28. I made contact with Taylor at 22:27, told him of the complaint and asked him to turn off the music. Taylor complied but was confused about the music rule. Taylor stated he stopped the live music at 21:55 and turned on his outside radio afterwards. Sgt. Hutton stepped in and informed him this rule was explained to him prior to the start of summer season. Taylor claimed that wasn't the case at first then apologized claiming he must have misunderstood the rule during the meeting.

The following is a narrative regarding a noise complaint on August 26, 2018:

On Sunday, August 26, 2018 at 2020hrs. I, Officer Ron Ruggiero, was dispatched to 545 Route 28, Perks Coffee Shop, for a report of a noise complaint. The complainant, \_\_\_\_\_ was calling from Pleasant Street.

I first stopped at Pleasant Street and did not immediately hear any music. Upon entering the backyard of Mr. \_\_\_\_\_ residence with him, I could faintly hear a male singing. As we walked back to the front of the residence the male's voice became very loud and then stopped, as if he were ending a song. I informed Mr. \_\_\_\_\_ that I would advise Perk's of the complaint and ask that they turn the music down.

I proceeded over to Perk's where I spoke with the bartender and singer. I advised them of the complaint and violation. They apologized, stating that they did not think the music was very loud. They agreed to turn the music down.

Respectfully Submitted,

\_\_\_\_\_  
Officer Ronald Ruggiero - #195

NUMBER  
18-08S

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HARWICH

FEE  
\$75.00

**LICENSE FOR INNOLDERS, COMMON VICTUALLERS  
AND OTHER KEEPERS OF RESTAURANTS AND OTHER ESTABLISHMENTS**

In accordance with the provisions of Chapter 140 of the General laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, LICENSE is hereby granted to:

Go Industries Inc. d/b/a Perks

to conduct the amusements as herein described in connection with his regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, on the premises owned by Same

of Harwich Port located at 545 Route 28

Description of Premises: Same

Description of amusements to be conducted: Recorded or live music with use of amplification,

Guitar player

Dancing by patrons

To be conducted between the hours of: 11:30 a.m. – 10:00 p.m.

This LICENSE is granted as subject to the provisions of the General Laws, chapter one hundred and forty, sections twenty-two to thirty-two inclusive, and of chapter two hundred and seventy-two, sections twenty-five to twenty-seven inclusive, and amendments thereto, and shall not be valid for a location other than as herein described.

Date: August 6, 2018

License granted by:

[Signature]  
[Signature]  
[Signature]

**EXPIRES DECEMBER 31, 2018**

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

Outside Entertainment – Noise from entertainment must be at reasonable sound levels which are not plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further.

*Suggested Minimum Regulations which will be required by the Licensing Authorities before approval of Licenses issued in accordance with the provisions of Chapter 299, Acts of 1926 and amendments thereto.*

1. This license is granted and approved subject to compliance with the laws of this Commonwealth relative to the exposing, sale and keeping of liquor or other intoxicating beverages and with compliance with the following conditions: —
2. The premises shall be open at all times to inspection by any police officer or constable of the town, or by any State Police Officer.
3. No person or persons under the influence of intoxicating liquor or other intoxicating beverage, or having the appearance thereof, shall be granted admittance to or be permitted to remain in or upon any of the premises described in this license.
4. No dialogue, gesture, song, language or conversation of any description which is directly or indirectly obscene, lascivious or suggestive, shall be permitted to be used by any person or persons while in or upon the premises.
5. Muscle or suggestive dancing or any description or form is prohibited.
6. Gaming of any description, games at which a prize is offered, any game where money is exposed as a prize or inducement, wheels of change and jingle boards are prohibited.
7. Private dining rooms, booths or enclosures for the accommodation of less than four persons shall not be permitted and not less than four persons shall be allowed or permitted to occupy any such room or enclosure.
8. Rooms used for dining rooms and for dancing shall be so lighted as to render it possible to distinguish any person by every other person therein at all times.
9. The license will be suspended for non-compliance with any of the laws of this Commonwealth relating to this particular establishment, and may, after a hearing, be revoked.
10. Non-compliance with the provisions of any of the above regulations will be sufficient cause for suspension, and after hearing the license may be revoked.

By authority of and in compliance with the provisions of Chapter 299, Acts of 1926, and amendments thereto, the above minimum rules and regulations are hereby prescribed and approved.

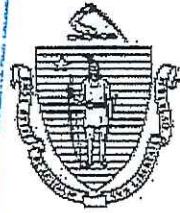
Board of Selectmen



THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$50 1pm-12am or \$100 prior to 1pm TOWN OF HARWICH  
Municipal Fee, \$85 1pm-12am or \$175 prior to 1pm

RECEIVED  
APR - 4 2018  
DEPARTMENT OF PUBLIC SAFETY  
SPECIAL LICENSING



RECEIVED  
APR 09 2018  
SELECTMEN / ADMINISTRATOR'S OFFICE

LICENSE

For PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is PERKS in or on the property at No. 545 ROUTE 28, HARWICH PORT, MA 02646 (address)

The Licensee or Authorized representative, print name and sign here TAYLOR POWELL in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program of entertainment:

DATE	TIME	Proposed dancing or game, sport, fair
Sundays seasonally	6pm - 10pm	Recorded or Live Music w/Amplification

REVISED AT AUGUST 6, 2018 SELECTMEN MEETING SUNDAYS SEASONALLY FROM 1:00 PM TO 10:00 PM

Julie E. Kavanagh  
Julie E. Kavanagh, Chair

~~XXX~~ Michael D. MacAskill ~~Mayor~~ Chairman of Board of Selectman, Harwich (City or Town) signature

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00 Municipal fee per occurrence: Regular hours \$10 per Sunday, special hours \$20 per Sunday. Seasonal only.

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box  
Amy Ricciardi

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

## Sandy Robinson

---

**From:** Amy Usowski  
**Sent:** Friday, August 31, 2018 8:35 AM  
**To:** Town Administrator Office  
**Subject:** FW: Conservation Commission representative on CPC

Can this be put on the next available selectmen's agenda please?  
Amy

**From:** John Ketchum [mailto:jwketchum@gmail.com]  
**Sent:** Thursday, August 30, 2018 8:48 PM  
**To:** Julie Kavanagh <jkavanagh@townofharwich.us>  
**Cc:** Michael D. MacAskill <mmacaskill@townofharwich.us>; Larry Ballantine <lballantine@townofharwich.us>; Don Howell <dhowell@townofharwich.us>; Amy Usowski <ausowski@town.harwich.ma.us>; janmoore8040@gmail.com  
**Subject:** Conservation Commission representative on CPC

Ms. Kavanagh --

I currently serve as an alternate member on the Harwich Conservation Commission. At the Commission's August 15 meeting, the Commissioners voted to appoint me as the Conservation Commission's representative on the Community Preservation Committee. I am writing to request your approval of this appointment. Please inform me what further action is required on my part to ensure that I will be sworn in prior to the CPC's September 13 meeting.

Thank you for your consideration,

John Ketchum



## Ann Steidel

---

**From:** Julie Kavanagh  
**Sent:** Wednesday, September 05, 2018 3:58 PM  
**To:** Town Administrator Office  
**Subject:** Fwd: Agenda

Please add sandwich board signs & bylaw info to agenda for discussion for 9/17 since we have finalized agenda for 9/10.

Thanks,

Julie  
Sent from my iPhone

Begin forwarded message:

**From:** "Michael D. MacAskill" <[mmacaskill@townofharwich.us](mailto:mmacaskill@townofharwich.us)>  
**Date:** August 30, 2018 at 10:25:10 AM EDT  
**To:** Julie Kavanagh <[jkavanagh@townofharwich.us](mailto:jkavanagh@townofharwich.us)>  
**Subject:** Agenda

Julie-

Two Agenda items I'd like to request are use of sign boards for businesses facing rt 28 in Harwichport. and I would like to understand the Amy Raise thing better. Including the time line on the negotiating for the new contract, the compensation study showing she wasn't do a raise, and all information..

the other thing is tax collection update.. what lawyer is doing what? for how much?

Thank you,

Michael

*Town of Harwich, MA  
Thursday, September 6, 2018*

## Chapter 325. Zoning

### Article VII. Sign Regulations

#### § 325-23. Purpose and scope.

- A. The purpose of this article is to regulate signs which facilitate communication, promote the safety of motorists and pedestrians by preventing distractions and obstructions of public ways and walks that may be caused by signage, prevent visual clutter, and encourage economic development by allowing the siting of signage that identifies businesses and other land uses in ways that complement and enhance our community's character.
- B. This sign regulation provides a permitting system to govern the placement of advertising and other informational signs both outdoors and in windows within the Town of Harwich.

#### § 325-24. Relationship to other bylaws.

- A. Nothing in this bylaw shall be construed as exempting an applicant from any other applicable Town, county, state, or federal bylaws.
- B. To the extent that the requirements of this bylaw differ from or are not in accordance with any other applicable requirements, the more restrictive requirements shall apply.
- C. All signs erected within the Historic District shall conform to all Historic District requirements.

#### § 325-25. Definitions.

**A-FRAME/EASEL/SANDWICH SIGNS**

Usually a double-faced, freestanding, portable sign.

**BUILDING OFFICIAL**

The Harwich Building Commissioner or Building Inspector.

**BUSINESS OPERATIONS SIGNS**

Any on-premises sign used in the day-to-day operations of a business such as:

A. **BUSINESS HOUR SIGNS**

"Open/closed" and related hours-of-operation signs which do not exceed one square foot.

**B. DIRECTIONAL SIGNS**

Any on-premises sign that directs the movement or placement of pedestrian or vehicular traffic without reference to or inclusion of the name of a product sold or services performed.

**C. "OPEN" FLAG**

One "open" flag per business establishment shall be allowed and shall not exceed 24 square feet in size.

**CAUTIONARY SIGNS**

Signs warning of prohibited activities such as trespassing, hunting, fishing, or swimming. For regulations, see § 325-29A(1).

**CLUSTER SIGN**

A ground sign which provides space for identifying multiple tenants or uses within a project or premises having more than one tenant or use such as a business, commercial or industrial development.

**ELECTION/TOWN MEETING SIGN**

Any sign erected by the Town of Harwich to alert the public to an election or a Town Meeting.

**FLYERS**

Flyers for special events measuring not more than two square feet in total area.

**GROUND SIGN**

A sign supported by poles, uprights or braces extending from the ground but not attached to any part of a building.

**HOME OCCUPATION SIGNS**

Signs identifying any home occupation as defined by the Harwich Zoning Bylaw. For regulations see § 325-29A(2).

**MUNICIPAL PROPERTY**

Any land owned and/or controlled by the Town of Harwich, including public rights-of-way. Municipal-owned property, for purposes of this regulation, shall be determined by the road layout as maintained by the Highway Department with the assumption that the road is properly located. For ease of determination, any property located between the edge of the municipal-owned road surface and the greater distance to any of the following shall be considered municipal owned or controlled: street sign, utility pole, fire hydrant and/or sidewalk.

**MUNICIPAL SIGNS**

Permanent signs posted for more than 60 consecutive days by a Town entity and placed on Town property or within the municipal property right-of-way required or authorized for a public purpose by law or statute. For regulations, see § 325-30.

**MUNICIPAL SIGNS, TEMPORARY**

Signs posted for 60 or fewer days by a Town entity and placed on municipal property for the purpose of promoting a Town-sponsored event or alerting the public to a public safety matter or event. For regulations, see § 325-30.

**OFF-PREMISES SIGN**

Signs placed on property separate from where a business is located. For regulations, see § 325-29A(3).

**ON-PREMISES SIGN**

Signs placed on the same property where a business is located. The sum of all signage on a property shall not exceed that allowed in §§ 325-27 and 325-29 unless otherwise exempted.

**QUARTERBOARD, RESIDENTIAL**

A decoratively carved and painted wood sign fashioned after those traditionally used on sailing vessels. For regulations, see § 325-29A(5).

**REAL ESTATE SIGNS**

A temporary wall or ground sign advertising the sale, rental, or lease of a designated structure or land area for a permitted use on which the signs are located. For regulations, see § 325-29A(6).

**SIGN**

Includes every advertising message, announcement, declaration, demonstration, illustration, insignia, surface or space erected or maintained in view of the observer thereof primarily for identification, advertisement, or promotion of the interest of any person, entity, product, or service. The definition of a sign shall also include the sign structure, supports, lighting system, and any attachments, flags, ornaments or other features used to draw the attention of observers and shall further include collection boxes. Indoor or outdoor displays of merchandise for sale at retail on the premises shall not be considered a sign for the purposes of this bylaw. The definition does not include decorations or ornamentation that is not integral to the nature of the business or the purpose of the sign.

**SIGN PERMIT**

A permit issued by the Building Department for the erection, construction, enlargement, alteration, repair, or improvement of any sign requiring a permit. Such permit shall be permanently displayed and available. At the option of the Building Official, temporary and/or off-premises signs may require a special sticker.

**SUBDIVISION SIGNS**

A sign placed at the street entrance to a subdivision. For regulations, see § 325-29A(7).

**TEMPORARY SIGNS**

Temporary signs may not exceed nine square feet in area and may not be more than four feet in height. Temporary signs may be placed on commercial properties no more than twice a year, 10 days in succession each time. Temporary signs may advertise special sales, anniversaries, grand openings, and other similar special events.

**UMBRELLA SIGNS**

Signage as part of an umbrella that advertises the name of a particular establishment or a product for sale on the premises. For regulations, see § 325-29D.

**VENDING MACHINES**

The portion of any internally illuminated vending machine which advertises a product. For regulations, see § 325-29E.

**WALL SIGN**

A sign attached to, painted on, or erected against a wall or roof of a building or structure whose display surface is either parallel or perpendicular to the face of the building. For regulations, see § 325-29F.

**WATER DEPARTMENT SIGN**

A municipal sign that includes any sign erected by the Town of Harwich Water Department to alert the public to any drinking water related event, including but not limited to flushing of pipes and water use restrictions.

**§ 325-26. General requirements.**

- A. Before a nonexempt sign (see § 325-31) is erected, constructed, structurally altered or moved, it shall conform to all applicable requirements contained in this bylaw, including Historic District requirements when applicable, and shall be approved and shall have received a permit from a Building Official unless the sign is expressly exempted herein from the provisions of this bylaw.
- B. Before any sign receives a permit from a Building Official the application shall be reviewed by Planning Department staff.
- C. A preapplication conference with the Building Department is encouraged in order for the applicant to become acquainted with application procedures, design standards, and related Town ordinances.
- D. Sign placement shall not create a hazard or interfere with snow removal or vision or movement of motorists, pedestrians and bicyclists.
- E. All signs shall be reasonably placed so as to not obscure other signs.
- F. No signs shall be located in a public right-of-way nor shall they be located so as to block a public or private sidewalk, stairway, driveway or parking lot or impair sight distances for motorists or pedestrians.
- G. No sign shall be affixed to or posted in front of any guardrails located in a public right-of-way.
- H. Signs shall be externally lit or backlit only and shall be designed, installed and maintained so as to eliminate or minimize upward-directed light and glare and so that lights illuminate only the sign and not property which adjoins or is nearby.
- I. Nonmunicipal developments having more than one tenant or use within a project or premises shall provide a master sign plan for the entire structure or project for review and approval by the Planning Department staff prior to any sign permit approval by a Building Official.
- J. Luminous tube/neon/internally illuminated signs are permitted to be displayed in windows or on vending machine(s) only. The total area of all luminous tube/neon/internally illuminated signs shall not exceed six square feet. No animated signs are permitted.

## § 325-27. Sign area measurement.

- A. Unless otherwise specified in the definition, all signs shall meet the area measurement requirements of this section.
- B. The area of a sign face shall be computed by measurement of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display. This shall include any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The area calculation shall not include structural supporting framework, bracing or wall. If any advertising is present on the supports of a sign, the area of the supports will count towards the total allowable signage. Where there are two faces back to back, the total area of the largest face shall determine the area of the sign.
- C. No ground sign may exceed 12 feet in height unless otherwise specified.
- D. For single-tenant, nonmunicipal business accessed directly from a street, right-of-way or parking area, the maximum permitted area of all nonexempt signs shall be 48 square feet per respective public entrance facade. Nonexempt signs counting towards the 48 square feet include any sign on a property at any time, including but not limited to signs put out and taken in on a daily basis, and signs in windows.
- E. Nonmunicipal developments having more than one tenant or use within a project or premises may construct one cluster sign containing the name of the development and/or listings of individual businesses, products or services within the development of up to 60 square feet.
  - (1) Each tenant may have signage at the location of its business of up to 48 square feet per public entrance facade. Nonexempt signs counting towards the 48 square feet include any sign on a property at any time, including but not limited to signs put out and taken in on a daily basis, and signs in windows.
  - (2) Total sign area within the master sign plan is subject to the size limitations of this section. Sign area cannot be transferred to a single building or facade from other buildings in the project. In addition, the amount of signage assigned to a specific space in a building shall be tied to that space through the lease or purchase agreement. Under no circumstances may the sign area designated for an individual space be transferred to another space in the same building or complex.
- F. Additional cluster signs may be allowed by special permit from the Planning Board. Signage in excess of 48 square feet and/or allocation of total allowed square footage over entry and nonentry facades, as referenced above in Subsections D and E(1), may also be allowed by special permit from the Planning Board.

## § 325-28. Construction and maintenance.

- A. All signs and sign structures shall be constructed of materials of sufficient strength and quality to withstand weathering or deterioration by wind, moisture and other natural elements and shall be maintained in a state of good repair with all braces,



bolts, supporting framework, fastenings, lettering and design work free from deterioration.

- B. Old signs and related hardware/structural supports shall be removed before any new sign is erected unless the old sign and related hardware/structural supports have been incorporated into the overall design or structural support of the new sign and approved pursuant to this article.
- C. A Building Official shall have the authority to order the repair, alteration or removal of any sign or structure which constitutes a hazard to public health and safety or which is otherwise not in compliance with this bylaw.
- D. If an immediate public safety concern so requires, the Building Official may take any necessary action, including removal of a sign.

## § 325-29. Additional requirements for specific signage.

- A. On private and commercial properties.
  - (1) Cautionary signs may be posted on each lot line; however, no signs may be within 100 feet of each other. Cautionary signs are limited to one square foot or less per sign.
  - (2) Home occupation signs shall be limited to a wall or a ground sign. The total square footage of any home occupation sign shall not exceed nine square feet in area and may be illuminated in commercial zones per § 325-26 of this bylaw. Wall signs may be attached to any structure and/or fence. A person seeking to erect a home occupation sign shall be required to complete the home occupation worksheet with the Building Department.
  - (3) Off-premises sign.
    - (a) Any business wishing to place a sign on property other than its own shall obtain written permission from the property owner where the sign will be posted and shall provide said written permission to the Building Official with the permit application or notification materials, except for those public locations listed in this section.
    - (b) An off-premises business sign shall only be posted within a commercial or industrial district, except for agricultural uses as defined in Article II (Definitions) of this bylaw which may be posted within a residential district and opposite the exit ramps for Route 6 on Routes 124 and 137.
    - (c) Entities wishing to place off-premises signage on state-owned property or within state rights-of-way not listed above such as Route 28 and the off-ramps at Route 6 on Routes 124 and 137 shall seek permission from the state, in addition to meeting local requirements.
    - (d) An off-premises sign shall be included in the calculation of total allowable signage for the property or business it is placed upon and shall not be in addition to allowable signage as specified in this article unless otherwise exempted.

- (e) No permanent, noncommercial, nonmunicipal sign shall be allowed on any municipal property, except in accordance with all of the requirements set forth herein.
  - (4) Political signs. Political signs are allowed in all zoning districts on private property with the authorization of the owner of the property on which the sign is to be displayed. The signs must be removed within 60 days of posting or one week following the date of the election for which they are posted.
  - (5) Quarterboard, residential. A residential quarterboard shall not advertise a business or profession and shall not exceed 18 inches in height or 10 feet in length and shall be wall mounted.
  - (6) Real estate sign. One sign of not more than nine square feet shall be allowed per street frontage, shall not be illuminated, shall not be located within the public right-of-way, and shall be removed immediately once the property is rented or leased or sale is completed.
  - (7) Subdivision sign. One externally illuminated sign may appear at each street entrance and is limited to a maximum of 20 square feet per sign and may not exceed six feet in height.
  - (8) Parking signs shall be limited to one square foot per parking space.
- B. Temporary signs on municipal property. A temporary, noncommercial, nonmunicipal sign may be located on municipal property if all of the requirements set forth herein are satisfied:
- (1) The sponsoring organization of any temporary on- or off-premises signs shall be required to file a notice with a Building Official prior to display.
  - (2) Temporary signs shall be erected for no more than 60 days and removed within 72 hours after the event.
  - (3) Temporary signs shall conform to all applicable requirements.
  - (4) Temporary signs may be posted in the designated municipal areas after notice has been filed with the Building Official. Temporary, noncommercial, nonmunicipal signs on municipal property shall be permitted only at the following locations:  
[Amended 5-8-2012 STM by Art. 5]
    - (a) East Harwich: the intersection of Routes 39/137, at the Fire Station 2, on the corner at the so-called "flagpole parcel."
    - (b) North Harwich: facing Queen Anne Road in the grass area east of the entrance to the transfer station.
    - (c) Doane Park on the north side of the park on Route 28.
  - (5) The Town shall not be responsible to maintain or safeguard any nonmunicipal sign on municipal property and such placement shall be entirely at the sign owner's risk.
  - (6)

Any sign placed on any municipal property, other than as specified herein, may be removed by the Building Official. Such sign shall be retained by him for 14 days and may be reclaimed with a payment of \$10 per sign. After 14 days, such sign shall be disposed of without any prior notice to the sign owner or liability for damages by the Town.

- (7) No temporary, noncommercial, nonmunicipal sign shall be allowed at the above-specified locations unless it satisfies the following requirements:
    - (a) It shall not exceed nine square feet in size and shall not exceed six feet in height, except that it shall not exceed four feet in height at Doane Park on Route 28.  
[Amended 5-8-2012 STM by Art. 5]
    - (b) It shall not be in place for more than 60 days.
    - (c) It shall not be chained, locked or permanently affixed to any surface, structure or landscape feature.
    - (d) It shall not block a public sidewalk, stairway, driveway or parking lot, nor shall it impair sight distances for motorists.
    - (e) It shall not be placed so as to block any other sign already in place.
  - (8) Entities wishing to place off-premises signage on municipal property not listed above shall seek permission from the Board of Selectmen during a scheduled public hearing.
  - (9) No sign exempted under § 325-31 shall be allowed on the above-referenced municipal properties.
- C. Flyers. For those flyers not displayed in windows, they shall not be attached to trees, utility poles or be located within a public right-of-way. Such flyers may be posted for no more than 60 days and must be removed within one week after the event. Flyers posted in violation of this bylaw shall be subject to removal by the Building Official without liability to the Town.
- D. Umbrella signs. Umbrellas containing the name of a particular establishment shall count against the establishment's total signage. Umbrellas containing the name of a product for sale on the premises shall not count against the establishment's total signage.
- E. Vending machines. Vending machines shall be counted against the total allowable signage unless exempted under § 325-31 or internally located and shielded from public view.
- F. Wall sign. Projecting wall sign shall extend no more than 36 inches from the surface upon which it is attached, shall not exceed the height of the building on which it is mounted and must have at least eight feet of ground clearance.
- G. Construction signs. One temporary wall or ground sign not more than eight square feet indicating the construction, remodeling or rebuilding of a certain structure for a permitted use shall be allowed on the parcel on which the structure is located

with written permission of the property owner. The sign shall not be illuminated and shall be removed immediately upon final inspection.

[Added 5-2-2016 ATM by Art. 47]

## § 325-30. Additional requirements for municipal signs.

- A. A temporary or permanent municipal sign may be placed on municipal property, provided all of the requirements set forth herein are satisfied.
- B. Municipal signs that announce water system information or municipal traffic signs, as approved by the Harwich police and Harwich Department of Highways and Maintenance, shall be permitted in a public right-of-way as a matter of right.
- C. Permanent municipal signs shall not exceed 60 square feet for ground signs or cluster signs or 48 square feet for wall signs. Only one cluster sign shall be permitted per property or premises, unless more than one cluster sign is expressly allowed by the Planning Board.  
[Amended 5-8-2012 STM by Art. 5]
- D. Town departments shall have authority over any sign placed on the land and/or buildings under their control, including signs placed by other Harwich municipal entities. Signs may remain in place as needed, at the discretion of the entity with authority over the property. Notice of such signs shall be required to be filed by the Town entity with a Building Official prior to display. Note that this does not apply to the following: election/Town Meeting signage and Water Department signage.

## § 325-31. Exemptions from permit requirements.

The following signs do not count towards the total permitted signage unless otherwise indicated and do not require a permit or notification to the Building Official:

- A. Business hour signs.
- B. Cautionary signs.
- C. Home occupation signs.
- D. Municipal signs.
- E. Municipal signs, temporary.
- F. Political campaign signs.
- G. Real estate signs.
- H. Residential quarterboard.
- I. Special event flyers.
- J. Umbrella signs.
- K. Vending machines: one per premises unless more allowed by special permit.

- L. Water Department signs.
- M. Town Meeting/election signs.
- N. Open house and tag sale signs if displayed for not more than 48 hours.
- O. Temporary signs.

## § 325-32. Nonconforming signs.

Lawfully preexisting signs that do not comply with the provisions of this bylaw at the time of its adoption may be maintained so long as they are kept in a state of good repair as specified in § 325-28 of this bylaw and so long as they are not relocated, replaced or structurally altered. Preexisting signs that are relocated, replaced, structurally altered or not kept in a state of good repair as specified in § 325-28 of this bylaw shall not be allowed to continue as nonconforming signs and shall require new permits and compliance with this bylaw. A lawfully preexisting nonconforming sign destroyed by natural disaster or accident can be replaced by a sign of the same dimensions in the same location as the original sign.

## § 325-33. Appeals.

Any applicant who believes a denial is not justified has the right to appeal to the Board of Appeals and to appear at a meeting for which proper notice can be given and agenda time is available. Intention to take an appeal to the Board of Appeals shall be filed with the Town Clerk in writing within 30 business days following the denial of the permit by a Building Official, pursuant to MGL c. 40A. Applicants appealing to the Board of Appeals may request review of the decision of a Building Official or a variance to the sign regulation pursuant to MGL c. 40A, § 10.

## § 325-34. Violations.

Violation of this bylaw is subject to enforcement action through the Building Department pursuant to § 325-48 of the Town of Harwich Zoning Bylaw.

## § 325-35. Severability.

If any provision of this bylaw is held invalid by a court of competent jurisdiction, the remainder of the bylaw shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections of this bylaw shall not affect the validity of the remainder of the Harwich Zoning Bylaw.

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE**  
**2018 CPA PROJECT FUNDING REQUEST APPLICATION**  
**FISCAL YEAR 2019-2020**

Submission Date: September 28, 2018

Application # \_\_\_\_\_

*For Administrative Use Only*

**APPLICANT INFORMATION**

**Applicant:** Town of Harwich

Town Committee, Board or Organization: Housing Trust

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7513 Email Address: administrator@town.harwich.ma.us

**Project Manager:** Christopher Clark, Town Administrator

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7513 Email Address: administrator@town.harwich.ma.us

**Second Contact Person:** Charleen Greenhalgh, Town Planner

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7511 Email Address: cgreenhalgh@town.harwich.ma.us

**PROJECT INFORMATION**

PROJECT TITLE: Harwich Affordable Housing Trust Fund/ Part Time Housing Coordinator

PROJECT AMOUNT REQUESTED: \$340,000

PROJECT DESCRIPTION:  
The 2010 Census shows that families continue to leave the Cape. The cost of housing is a major factor causing this exodus. While house prices declined somewhat since the recession, the market has been rebounding and values are approaching pre-recession levels, out of reach for many year-round residents.

At the 2018 ATM, the Town Approved the creation of the Affordable Housing Trust, including the establishment of the Housing Trust, and funding for a Housing Coordinator. This was and continues to be a priority goal for Harwich. These additional funds, \$310,000 for the Trust and \$30,000 for the Coordinator, would continue the efforts to create, support and preserve safe and decent housing affordable to our residents, while maintaining the quality of life for all residents.

ESTIMATED STATE DATE: July 2019, when the additional funds would be available.

ESTIMATED COMPLETION DATE: The intent is for this to be an ongoing project.

**Three years from the release of funds (July 2019) funds may be rescinded automatically;  
waivers may be sought.**



**CPA CATEGORY**

**APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\***

- Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. And as such, the following entity has declared it a “Historic Resource”.
- Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

**How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?**

The Local Comprehensive Plan, the Housing Production Plan and the Cape Cod Commission’s Regional Policy Plan all highlight the dire need to promote and create affordable housing. The best way to reach the State’s mandate 10% goal is to use a range of housing strategies. Creating an Affordable Housing Trust along with hiring a part-time Housing Coordinator would increase and expiate the ability to allow the Town to create affordable housing. Please see Attachment A for additional information.

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?**

The state of Massachusetts requires each community to have at least 10% of their housing stock be restricted as affordable. Currently, Harwich’s level of affordable housing is 5.40%. Please see Attachment B for additional information.

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<b><u>Commissions/Boards/Committees/Organizations</u></b>	<b>Please have them initial here after their review</b>
Housing Committee	
Housing Authority	
Board of Selectmen	
Planning Board	

**Describe their response, or provided written comments/input:**

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**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$310,000

Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

**NEW REQUIREMENT- PLEASE READ** - Project Managers of all projects approved by the CPC and authorized at Town Meeting with any outstanding balances are required to report to the CPC in person and in writing, the substantive and financial status of each project at CPC regular meetings to be held in the months of September and March annually.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
**Signature - Chief Executive Officer or Board Chair**

Town Administrator  
\_\_\_\_\_  
**Title**

**Printed Name** Christopher Clark \_\_\_\_\_ **Date** September , 2018 \_\_\_\_\_

## ATTACHMENT A

### How does this project fit into Harwich's Local Comprehensive Plan and/or other Plans?

The Local Comprehensive Plan, the Housing Production Plan and the Cape Cod Commission's Regional Policy Plan all highlight the dire need to promote and create affordable housing. The best way to reach the State's mandate 10% goal is to use a range of housing strategies. Creating an Affordable Housing Trust along with hiring a part-time Housing Coordinator would increase and expiate the ability to allow the Town to create affordable housing.

Harwich's Local Comprehensive Plan: (Page 29- Objective 6.2) identifies "affordable housing projects, funding sources" as a goal. The plan also encourages public and private workforce housing (defined as housing for those earning between 80% and 120% of area median income) and other low-cost housing regardless of eligibility for the Subsidized Housing Inventory.

Harwich's Housing Production Plan: (Page 8) recommends hiring a part-time Housing Coordinator that has the necessary expertise to provide ongoing support to effectively coordinate the implementation of various components of the Housing Plan. Additionally, the Housing Production Plan states that (Page 50) "The town needs to produce at least 269 more affordable units to reach the state's 10% goal based on the existing housing stock. Because the number of year-round units is based on the decennial census figure, it will change when the 2020 census figures are released and thus the 10% state threshold is a moving target." The Housing production plan recommends a multi-tiered approach so that the town to reach the required 10%.

The Cape Cod Commission's Regional Policy Plan: has identified the following as a goal "To promote the provision of fair, decent, safe, affordable housing for rental or purchase that meets the needs of present and future Cape Cod residents. At a minimum, each town should seek to raise its affordable housing stock to 7.5 percent of all year-round units by 2010, and 10 percent of all year-round units by 2015." Harwich's level of housing stock restricted as affordable is 5.40%.

## **ATTACHMENT B**

### **How does this project benefit the citizens of Harwich? If appropriate, has the applicant sought public option or input?**

The state of Massachusetts requires each community to have at least 10% of their housing stock be restricted as affordable. Currently, Harwich's level of affordable housing is 5.40%.

Harwich's small town character, extensive shoreline, rich historical connection to the sea, and rural nature have continued to lure visitors over the years- some who arrive for extended periods in the summer, other who have decided to purchase second homes, and those searching for a place to retire. But like most communities on the Cape, living in Harwich is expensive. As stated above, while house prices declined somewhat since the recession, the market has been rebounding and values are approaching pre-recession levels with the median single-family house priced at \$350,000, still out of reach for many year-round residents.

By providing safe and decent affordable housing, the Trust along with a Housing Coordinator will provide increased opportunities for Harwich residents to remain in Harwich in a suitable living environment, and bolsters the local economy by providing a stable workforce jobs.

# memo



## Town of Harwich

To: Board of Selectmen  
From: Carol Coppola  
CC: Christopher Clark  
Date: 9/12/2018  
Re: Regrade Treasurer/Collector & Comparison of Position Responsibilities

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### Regrade Treasurer/Collector

The Treasurer/Collector plays a vital role for the Town of Harwich. This position has the responsibility as the Town's cash manager; maintaining custody of all municipal funds with the responsibility for the deposit, investment, and disbursement of all monies. The position must scrupulously account for all inflows and outflows as well as significant responsibilities for managing municipal debt, issuance of bills for the Board of Assessors, collection of real estate and personal property taxes, motor vehicle and boat excise, water user fees as well as the management of tax titles and all other revenue. State statutes provide the office with a number of procedures to collect outstanding or delinquent taxes. The position must manage tax titles and prepares documents required to petition for foreclosure, when appropriate. The Treasurer maintains custody of stabilization funds, trust funds, enterprise funds, investments and all other funds of the town not specifically allocated to other agencies by general law or special act.

The position falls within the Management Employees Association, SEIU 88 at a grade of M4. The position shares this grade with seven other managers ranging from the Building Commissioner to the Community Center Manager. The position of Assessor also falls within the Management Employees Association at a grade of M5. This position shares a grade with the Computer Coordinator, Golf Director and the Harbormaster.

During a review of the current job description, I recognized the opportunity to update the responsibilities born upon the Treasurer/Collector. These responsibilities are reflective of the statutes surrounding the position as well as some of the duties assigned

specifically by the Town. I believe it is a more accurate reflection of the roles and responsibilities of the position.

Over the past year, I have spent a considerable amount of time working with the Treasurer/Collector and the Assessor on financial matters of the Town. In my professional opinion, the positions of Treasurer/Collector and Assessor hold substantial responsibilities and are integral to the financial management and welfare of the Town of Harwich. I respectfully request the position of Treasurer/Collector to be regraded from an M4 Step 9 to a M5 Step 7.

### **Comparison of Position Responsibilities**

The required and statutory duties of a Treasurer/ Collector are similar though out the Commonwealth, with minor exceptions. For example, some Treasurer offices process payroll while others bear that responsibility within the finance office. Larger municipalities may have a Human Resource Department, which handles all benefit administration, many smaller communities require the Treasurer to manage this function. I reached out to my counterpart in the Town of Dennis to inquire of the Treasurer's responsibilities. The department has the following positions: Treasurer/Collector, Assistant Treasurer/Collector, Payroll Clerk and three Administrative Assistants. With limited exceptions, the office is responsible for essentially the same functions as the Town of Harwich. The Treasurer's office in Harwich prints all vendor warrants as well as payroll, only payroll is processed in Dennis. Another exception pertains to contracted service, the Town of Harwich utilizes outside services for all deed and title research, the Town of Dennis relies on internal employees of the Treasurer's office to perform these tasks. Finally, the Town of Dennis has a dedicated Human Resource Director, freeing up some of the benefit administration from the Treasurer's office.



## OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*  
Evan Melillo, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

### Treasurer Collector MEMO

#### **FY17 Longevity.**

Longevity changes the peer top step from \$47.53 to \$48.51 a salary of \$100,901 or about \$2,000.

Longevity changes Harwich's top step by 7% from \$45.93 to 49.15 a salary of \$89,556 or about \$6,000.

Harwich's Longevity was worth about \$4,000.

#### **Longevity Applicability.**

Max longevity is not reachable for 11 years after the Treasurer\Collector's regrade. This study's horizon is the settled SEIU contract which only lasts 3 years and therefore will not cover longevity.

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#### **FY19 Insurance Costs.**

The average FY19 Health plan costs \$21,184 with the Town picking up 75%. This is similar to all other peer communities except for Dennis at 60% and Chatham at 65% which results in plans costing \$3,178 more in Dennis and \$2,118 more in Chatham.

#### **FY19 Salaries with Benefits.**

-Chatham's top step (\$91,582) with 65% benefits of \$13,770 is \$50.77/hour a salary of \$105,622.

-Dennis's top step (\$108,118) with 60% benefits of \$12,710 is \$58.10/hour a salary of \$120,828.

-Harwich's top step (\$86,974) with 75% benefits of \$15,888 is \$56.52/hour a salary of \$102,862.

#### **FY19 Proposal.**

-A regrading of the Treasurer Collector position to M5 Step 7 \$48.3756/hour would provide a - comparable salary of \$88,033 plus 75% benefits of \$15,888 is \$57.10/hour a salary of \$103,921.

-The pay scale will increase to \$52.87/hour a salary of \$96,227 by FY21.

**OFFICE OF THE TOWN ADMINISTRATOR**

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**Evan N. Melillo**  
*Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039



732 MAIN STREET, HARWICH  
02645

## MEMO

TO: Board of Selectmen

FROM: Evan N. Melillo  
Assistant Town Administrator

RE: Information Regarding Reclassification Treasurer-Collector

CC: Chris Clark  
Town Administrator

DATE: August 27, 2018

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As requested, I am providing the following information to you regarding the Treasurer/Collector position in the Finance Department:

1. A desk audit was accomplished for the Treasurer/Collector. The desk audit confirmed that the new job description included new duties and responsibilities for the position.
2. The Treasurer/Collector and her direct supervisor, Finance Director Carol Coppola, have both met and confirmed the new duties.
3. Further, the Finance Director believes the Director of Assessing position at the M-5 pay grade to be equally valuable to the Town as the Treasurer/Collector position and approves of the proposed reclassification for the position.
4. I have attached the job description for the reclassified position.
5. I have attached the proposed reclassification from an M-4 Step 9 to an M-5 Step 7.
6. I have also attached the recently agreed to SEIU salary tables. It shows the Treasurer/Collector catching up to other towns in the next few years.

## TREASURER/ COLLECTOR (8/27/183/42/10)

### DEFINITION

~~The Treasurer/Collector is responsible for town funds, including payroll, bonding, financial transactions and collection of monies due to the town, in accordance with applicable provisions of the Massachusetts General Laws; other related work, as required.~~

Highly skilled professional financial, administrative, and management work directing the collection of monies due the town, the professional management and distribution of said monies and serving as the custodian of the Town's funds, while carrying out these fiscal functions of the Town in accordance with applicable Mass. General Laws, Town Charter and By-laws, and Town Policies and Procedures; all other related work as required.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*The essential functions or duties listed below are illustrations of the type of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Responsible for the management of all monies received and disbursed by the Town, including receiving, depositing, expending and accounting for said monies, transferring funds, making deposits and reconciling statements, verifying the correct reporting of all revenues, assuring proper investment and borrowing procedures, such as the timely investment of all funds, the preparation of disclosure documents for rating agencies, the continuous evaluation of yields for investments and the planning, negotiating, implementation, issuance and assumption of obligation of long and short-term borrowing by the Town and assuring adequate funds availability to meet obligations such as payroll, and bill, bond and note payments.

Maintains custody of stabilization, pension, trust and all other funds of the Town not specifically allocated to other agencies/agents. Initiates legal procedures when receivables are overdue and serves as custodian for tax title and foreclosure accounts, overseeing tax title proceedings including receipt of payments, discharge of tax titles, and foreclosure sales and auctions.

Responsible for the collection of all real estate, personnel property, water and excise taxes, and other municipal fees, revenues, etc. as well as the balance of all accounts receivable and invoices. Manages billing; preparing and printing of the bills, demands, warrants, etc.; plans real estate tax, excise and utility billings to ensure statutory deadlines are met and control of work flow; generates commitment books and lien processing for property taxes; schedules land processes, motor vehicle excise commitment and billing; tracks excise and ensures timely movement through collection process. Oversees the sale of transfer station access and beach sticker sales including the hiring of staff and reconciliation of daily receipts. Responsible for tracking parking tickets and collection of payments.

Prepares/verifies department schedules and reports of monies collected including monthly and ad hoc reports, abatements and refunds given; reviews all municipal lien certificates, betterment discharges and releases and other tax collection forms and schedules prepared by staff for accuracy and completeness.

Oversees the timely and accurate payment of all vendor, payroll and debt service warrants, checking the accounts payable transactions, vendor invoices and authorizations, preparing and distributing vendor payments, and managing the payroll process and benefits coordination, including the input of salary and benefit information, the computation of payroll deductions and processing of related payments for health and life insurance, retirement, withholding taxes, deferred compensation, etc., the signing, distribution, stop

payment and re-issuance of checks, the preparation of related town, agency, state and federal reports and the research and resolution of questions or conflicts relative to vendor, debt services, payroll and benefits issues. Compiles and maintains all relevant records and reports of warrant items as well as quarterly and annual regulatory reporting to state and federal agencies.

Manages and/or delegates the daily office functions, planning, and coordinating work operations to meet schedules deadlines and priorities and altering these activities to meet changes in workload or availability of staff. Responsible for employee performance appraisal and provides recommendations for all department personnel actions such as hiring, disciplinary action, promotion, etc.

Serves as applications specialist and liaison with computer systems providers. Provides expertise and assistance in using computer systems report writing capabilities. Maintains efficient, effective functions of financial computer systems operations, integrating the sometimes distinct systems and developing better, more accurate and expedient methods of operations assimilating the functions, techniques and structure of the operating systems. Maintains Treasurer/Collector website.

Acts as a member of the Town's finance team participating in the research, compilation, and presentation of immediate and long-range plans, capital and operational budget development, trend forecasting, debt service plan development, and over-all financial planning and recommendations. Serves as Town representative, or substitute representative in bank or debt discussion and negotiations, and on state, regional or local boards, committees or commissions as assigned or needed.

Answers questions from other departments, the public and other agencies or organizations, in person and on the telephone, providing information and making referrals to other offices and agencies as appropriate; explains collection and fund allocation procedures and regulations; assists taxpayers in understanding tax bills and Town finance related documents; explains departmental procedures. Researches questions and investigates complaints and resolves them within a reasonable period of time.

Responds appropriately to matters not requiring the personal attention of the Finance Director, confers with the Finance Director, Town Administrator and other agents of the Town, in difficult cases or in cases requiring complicated or legal interpretation of the law. Composes and reviews routine and assigned correspondence.

Responsible for the daily reconciliation of collections, posting of electronic payments from several sources, prepares cash reconciliation sheet and forwards to Accounting Department.

Makes and documents adjustments to accounts, second-meter credits and returned checks, posting authorized abatements. Creates, maintains, and updates forms, spreadsheets and data bases using available computer systems.

Authorizes vouchers for the payment of refunds, deputy and agency fees and vendor invoices. Manages vendor relationships with the lockbox bank, the deputy collector, collection agents, payment and tax services.

Assists with the preparation and completion of year end audit, schedules preparatory work of the town's books and records in order to ensure prompt and efficient collection of data for the auditors.

Maintains up to date knowledge in field of finance and Massachusetts financial laws and their applications through continuing education; assists Finance Director in up-grading town's finance and collection systems, applications and operations; brings forward options for potential improvements in content and methods of operations.

Assists in all other functions of the Finance operations. Performs similar or related duties as required, or as situation dictates.

Responsible for collection, deposit and reconciliation of town monies; ensures proper investment of town funds.

Responsible for implementation and operation of automated financial systems.

Arranges for short and long term borrowing; provides information to bond counsel; monitors outstanding debt and interest to be paid.

Responsible for completion of the weekly payroll and processing of direct deposits, payroll tax payments to state and IRS, online wage reporting, quarterly and end of year reporting and preparation of W2s, responsible for administration of employee benefits programs, including insurance and deferred compensation; monitors the health insurance account and ensures that premiums are correctly charged.

Responsible for Affordable Care Act maintenance and reporting and issuing 1095C forms.

Oversees the sale of transfer station access and beach sticker sales including hiring of sales staff and reconciling daily receipts.

Responsible for tracking parking tickets issued and collecting payments.

Receives receipts from town departments and reports to the Town Accountant; reconciles town cash with the Town Accountant and submits reports to the DOR.

Responsible for the collection of real estate, personal property, motor vehicle and boat excise tax billing and collection; directs and performs reconciliations of cash activities.

Uploads data for online access/payments. Tracks transactions for departments that have online payments.

Researches titles and records liens of unpaid taxes at the Registry of Deeds; files foreclosures in Land Court.

Prepares required financial reports for local, state and federal governments.

Responds to inquiries pertaining to taxes, payroll and benefits.

Supports all audit activities pertaining to the department and production of the annual report.

Maintains department webpage on Town website.

Performs similar or related work as required, or as situation dictates.

#### SUPERVISION

Works under the administrative direction of the Finance Director, in accordance with applicable Massachusetts General Laws, municipal policies and objectives and professional standards; assumes direct accountability for departmental results; duties require considerable independent judgment and initiative in the planning, administration

and execution of the department's services and the interpretation and application of laws, regulations and procedures.

#### **SUPERVISORY RESPONSIBILITIES**

Supervises three full-time employees and numerous part time seasonal employees.

#### **WORK ENVIRONMENT**

Work is performed in office conditions; work is generally performed during normal business hours; volume of activity fluctuates according to billing cycles; attendance at evening meetings is required.

The employee operates standard office equipment.

Performance of duties requires frequent contact with other town departments and taxpayers.

The employee has access to department-related confidential information, including personal information about employees and taxpayers.

Errors in judgment could result in delay or loss of service, monetary loss and legal repercussions.

#### **RECOMMENDED MINIMUM QUALIFICATIONS**

##### **EDUCATION AND EXPERIENCE**

Associate's Degree in business, finance, accounting, or a related field; ~~three-six~~ to eight years of experience in municipal finance and taxation, banking, business or financial management; or an equivalent combination of education and experience.

##### **KNOWLEDGE, ABILITY AND SKILL**

Thorough knowledge of municipal accounting and financial systems; familiarity with departmental operations and procedures, town bylaws and relevant federal, state and local regulations.

Ability to establish and maintain effective employee and public relations; ability to prepare accurate financial reports and records; ability to communicate effectively in written and oral form.

Mathematical skills; problem-solving skills; accounting and bookkeeping skills; skill in computers and software applications; interpersonal skills.

#### **PHYSICAL REQUIREMENTS**

Minimal physical effort is generally required to perform duties; the employee is required to stand, walk, sit, speak and hear, use hands to operate equipment and lift office supplies and equipment. Vision requirements include the ability to read and analyze documents and use a computer.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*



**FY 19 Longevity**

Last Name	First Name	Job Class Description	Class	Step	FY 19 Salary	Eligibility Date	Comments
BANFORD	RICHARD	COMP COORD	M5	10	94,802.88	10/20/2004	reclassified out of PBL 7/1/2003 and started at step 10/longevity date stayed at 10/20
PROFT	HEINZ	NAT RES DI	M5	10	94,802.88	7/1/2018	eligible for 1% FY19
KELLEY	ROBBIN	CEM ADMIN	M1	10	61,057.20	7/1/2018	regraded in FY18
CAFARELLI	ROBERT	TN ENGINR	M6	10	103,332.12	9/13/2018	reached step 10 in 2012, 6 years service in 2016
FERNANDEZ	SHAWN	GOLF SUPER	M4	10	91,626.60	3/15/2019	regraded with 4% longevity in FY19
CAREY	CAROLYN	COM CTR MG	M5	10	94,802.88	7/1/2019	reached step 10 in 2014, regraded from M4 to M5 step 10 7/1/18
RENDON	JOHN	HMASTER	M5	9	92,489.52	7/1/2020	eligible in FY21
HOUSE	SHEILA	YTH COUNS	M4	9	82,784.22	7/1/2020	eligible FY21
BULLOCK	AMY	TREAS/COLL	<del>M4</del>	9	<del>84,852.78</del>	<del>7/16/2020</del>	<del>eligible in FY21</del>
			M5	7	88,033.00	7/16/2023	eligible in FY24
GREENHALGH	CHARLEEN	TOWN PLNNR	M4	10	86,974.38	2/19/2021	hired at top step/will not qualify for longevity until FY22
USOWSKI	AMY	CONSV ADMN	M4	8	82,784.22	11/29/2021	
BEEBE	ERIC	REC DIR	M4	7	78,795.00	7/2/2022	regraded in FY18, longevity in FY23
WILSON	JUDITH	COA DIRECT	M2	10	73,204.38	9/5/2023	hired at top step/will not qualify for longevity until 2023
MOLINO	DONNA	DEP ASSESS	M5	5	83,791.98	1/12/2024	
CHESLEY	RAYMOND	BDG COMMIS	M4	5	81,525.54	7/1/2024	
GOODWIN	JAMIE	CHANNEL 18	M3	5	70,525.86	7/1/2024	
ELDREDGE	MEGGAN	HLTH DIREC	M4	5	76,873.32	9/1/2024	
GREER	ROMAN	GOLF DIR	M5	4	81,747.90	3/5/2025	



EFFECTIVE DATE	GRADE/ RANK OR PAYBAND	STEP/ LEVEL	FY19 ANNUAL SALARY	FY20 NEW STEPS 1-10	FY 21 NEW STEPS 1-10
07/01/2018	M4				
07/01/2018	M4	0	-		
07/01/2018	M4	1	69,644.00	74,632.00	76,125.00
07/01/2018	M4	2	71,384.00	76,498.00	78,028.00
07/01/2018	M4	3	73,169.00	78,410.00	79,978.00
07/01/2018	M4	4	74,998.00	80,371.00	81,978.00
07/01/2018	M4	5	76,873.00	82,380.00	84,028.00
07/01/2018	M4	6	78,795.00	84,440.00	86,129.00
07/01/2018	M4	7	80,765.00	86,550.00	88,281.00
07/01/2018	M4	8	82,784.00	88,713.00	90,487.00
07/01/2018	M4	9	84,853.00	90,876.00	92,694.00
07/01/2018	M4	10	86,974.00	93,093.00	94,955.00
		11			
		12			
07/01/2018	M5				
07/01/2018	M5	0	-		
07/01/2018	M5	1	75,910.00	81,350.00	82,977.00
07/01/2018	M5	2	77,809.00	83,383.00	85,051.00
07/01/2018	M5	3	79,755.00	85,468.00	87,177.00
07/01/2018	M5	4	81,748.00	87,605.00	89,357.00
07/01/2018	M5	5	83,792.00	89,794.00	91,590.00
07/01/2018	M5	6	85,887.00	92,038.00	93,879.00
07/01/2018	M5	7	88,033.00	94,340.00	96,227.00
07/01/2018	M5	8	90,233.00	96,699.00	98,633.00
07/01/2018	M5	9	92,490.00	99,058.00	101,039.00
07/01/2018	M5	10	94,803.00	101,474.00	103,503.00
		11			
		12			
EFFECTIVE DATE	GRADE/ RANK OR PAYBAND	STEP/ LEVEL	ANNUAL SALARY	NEW STEPS 1-10	NEW STEPS 1-10

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039



**Christopher Clark**, *Town Administrator*  
**Evan Melillo**, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

**REQUEST FOR PROPOSALS  
WASTEWATER COMMUNICATION\OUTREACH COORDINATOR**

The Town of Harwich, an Equal Opportunity Employer, is seeking proposals from qualified interested parties to provide professional services as a Communication\Outreach Coordinator involved in the preparation of sewer work the Town will be undertaking in Harwich, MA 02645 during FY19 and FY20.

Interested parties are requested to submit proposals to the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 **NO LATER THAN 2:00 P.M., THURSDAY, SEPTEMBER 20, 2018**. Proposals received after this time will be rejected. Delivery of the proposals will be at the proposers' expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the proposer.

Please submit five separate price and non-price proposals (or technical) proposals as well as a signed copy of the Town's standard contract. Both the envelope containing the price proposal and the envelope containing the non-price proposal must be marked with the Coordinator's name, description of the proposal ("PROPOSAL FOR WASTEWATER PUBLIC RELATIONS") and either "Price Proposal" or "Non-Price Proposal".

Specifications are available at the Town of Harwich website after providing contact information at [www.harwich-ma.gov/home/pages/procurement](http://www.harwich-ma.gov/home/pages/procurement). It is the bidder's responsibility to check the Town website for any and all additional material. The successful bidder shall provide a completed bid package including signing the Town of Harwich's Contract as found in Attachment 1. If your company is the apparent low bidder, the Town of Harwich may counter-sign the contract. However, a conditional award is subject to review, including Town Counsel's review of required bonds."

Questions regarding this project shall be submitted to Chris Clark, Town Administrator, [Administrator@town.harwich.ma.us](mailto:Administrator@town.harwich.ma.us).

The Town of Harwich reserves the right to reject any and all proposals if it determines that such proposal does not represent person(s) competent to perform the service specified, or that only one proposal was received and the price is not reasonable for acceptance without competition and, further, to accept any proposal or to reject any and all proposals if deemed to be in the best interest of the Town to do so. All proposals will be taken under consideration for award of a contract within approximately thirty (30) days

Christopher Clark  
Town Administrator

**(NEWSPAPER POSTING)**

**REQUEST FOR PROPOSALS  
WASTEWATER COMMUNICATION\OUTREACH COORDINATOR**

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## **Section 1 - Proposals**

### **1.1 Evaluation Process**

Proposals will be evaluated by the Town. Evaluations will be based on criteria outlined herein which may be weighted by the Town in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

#### **1.11 Minimum Qualifications**

The proposer shall provide three (3) activities or projects over the last three (3) years related to this bids scope of work. The proposer shall also provide three (3) professional references and demonstrate knowledge of the local area of Cape Cod.

#### **1.12 Responsiveness to RFP**

The Town will consider all the material submitted to determine whether the Coordinator's offering is in compliance with the RFP documents.

#### **1.13 Capability to Perform Required Services**

The Town will consider all the material submitted by each Coordinator, and other relevant material it may otherwise obtain, to determine whether the Coordinator is capable of and has a history of successfully completing contracts of this type. The following elements may be given consideration by the Town in determining whether a Coordinator is "capable":

- a. The ability, capacity and skill of the Coordinator to perform the Contract or provide the service required;
- b. Whether the Coordinator can perform the Contract within the time specified;
- c. The quality of performances by the Coordinator of previous and similar Contracts; and
- d. Such other information as may be secured having a bearing on the decision to award the Contract.

Coordinator s shall furnish acceptable evidence of their ability to perform, such as expertise/experience, equipment, facilities and personnel qualified to perform requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

#### **1.14 Price**

Town will first consider the comparative evaluation criteria and assigns a rating to each proposal. Then and only then the price proposals. The Town is then required to award the contract to the proposal that is most advantageous to the Town taking into consideration the price and the comparative evaluation criteria. This allows the Town of Harwich to award the contract to an offeror who did not necessarily submit the lowest bid.

### **1.2 Proposal Modification, Clarification and Selection**

The Town will not reimburse Coordinator s for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the Town to accept or contract for any expressed or implied services. The Town reserves the right to request any Coordinator to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Coordinator, and to modify or alter any or all of the requirements herein. In the event of a material modification, Coordinator s will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.

### **1.3 Notification of withdrawal**

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the proposer, or by formal written notice.

### **1.4 Information**

This contract will be for the duration of Fiscal Year 2019 with a one (1) year extension to FY2020 at the sole discretion of the Town. Questions regarding this project shall be submitted to Chris Clark, Town Administrator, [Administrator@town.harwich.ma.us](mailto:Administrator@town.harwich.ma.us). The Town's existing Wastewater Support Committee Meetings can be found at <https://www.youtube.com/user/HarwichChannel18/> should a proposer wish to review them prior to submitting a proposal.

**1.5 Timeline**

- Submission to Goods and Services Bulletin and Chronicle 8/15/2018
- Ad available in Goods and Services Bulletin and Chronicle Monday 8/20 – Friday 9/14
- Bid opening Thursday 9/20 at 2pm at the Harwich Town Hall on the second floor in the Griffen Room
- Evaluation by Town Administrator, Wastewater Support Committee, and Selectmen Appointee at 2pm 9/20/2018

**Section 2 - General Terms and Conditions**

**2.1 Affirmative Action Requirement**

The Town of Harwich Affirmative Action requirements will be imposed upon the Coordinator awarded the Contract. The Town of Harwich is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability. Minority and women owned businesses are encouraged to respond to this RFP.

**2.2 Rights to Pertinent Materials**

All proposals, responses, inquiries, and correspondence relating to the RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Coordinator that are submitted as part of the proposal shall become the property of the Town. Should the Coordinator submit proprietary information in their proposal, the Coordinator should clearly mark these sections.

**2.10 Right of City to Reject Proposals**

The Town retains the right to reject any or all proposals, or any part of proposals, to waive minor defects or technicalities or to solicit new proposals on the same project or a modified project which may include portions of the originally proposed project as the Town may deem necessary in its interest.

**2.11 Performance (Penalties)**

The Town reserves the right to provide Coordinator, at any point in the process, with a 30-day notice to perform as contracted or terminate the contract.

**Section 3 - Scope of Work**



## **Wastewater Communication/Outreach Coordinator**

It's envisioned that this coordination effort will be lead by an experienced communication/outreach firm on a contractual basis to aid the Wastewater Support Committee in providing direct and easily accessible wastewater information. An outreach strategy with specific actions will be part of this contract to encourage input from residents with a single point of contact for a direct and rapid response. A key will be to anticipate and help resolve potential issues.

Public relations/outreach experience along with local knowledge are necessary components of this effort.

### **Develop Communication Strategy by:**

- Providing input to develop a communications/outreach strategy.
- Identify and develop relationships with residents/neighborhoods, media personnel and agencies to promote communication.
- Develop a "communication tree" to include appropriate town staff and consulting engineer (CDM Smith) and with one person designated to respond to all questions.
- Help utilize all relevant social media, TV and newspaper coverage and suggest additional communication forums to interact with residents.
- Measure and report on the effectiveness of communications activities to Wastewater Support Committee.
- Assist with other external and internal communications between the WSC, residents and Town Staff.
- Help prepare monthly status reports including, among other items, wastewater outreach efforts which are ongoing.
- Successful bidder shall attend all Wastewater Support Committee Meetings. Generally held, but not limited to:
  - A kick off/planning meeting after initial selection.
  - The first (1st) Tuesday of every month from 8:30am to 10:00am
  - The fourth (4th) Thursday of every month from 6:00pm to 7:30pm.
- Successful bidder may also be asked to attend Harwich Board of Selectmen's Meetings to:
  - Provide updates or announce Wastewater topics at the beginning of meetings.
  - Provide support if there is an agenda item pertaining to Wastewater.
  - Harwich Selectmen meetings are generally held Monday at 6:30pm.
- Communication Tree
  - Outreach Coordinator shall be the point of contact for the public, and establish the appropriate parties to answer different types of questions:
    - Town Administrator Christopher Clark for finance and tax questions
    - Health Director Meggan Eldredge for health, septic, and mandatory hook-up
    - Water and Wastewater Superintendent Dan Pelletier for water, irrigation, project timeline, construction, and installation
    - CDM Smith for why the sewer system was designed in technical terms.
    - A majority of questions have primarily been on the homeowner's side of the project such as sewer service, mandatory hook-up, and time lime.

• **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Business**

**REVENUE ENFORCEMENT AND PROTECTION STATEMENT**

“Pursuant to M.G.L., Chapter 62C, §29A, I hereby certify under the penalties of perjury that \_\_\_\_\_, to my best knowledge and Belief, has filed all Massachusetts tax returns and paid all Massachusetts taxes required Under law.”

\_\_\_\_\_  
Social Security Number  
OR  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

By: \_\_\_\_\_  
Corporate Officer (if applicable)

**CERTIFICATE OF AUTHORITY**  
**(Corporations Only)**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
Name of Corporation

it was VOTED that \_\_\_\_\_ of this company is  
Name and Title

authorized to execute contracts and bonds in the name of and on behalf of this  
company, and affix its corporate seal hereto; and such execution of any contract  
obligation in this company's name and on its behalf, said obligation to be valid and  
binding upon this company.

A True Copy Attested,

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

Address: \_\_\_\_\_

\_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

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

I hereby certify that I am the clerk of \_\_\_\_\_ ; that the  
Name of Corporation

above vote has not been amended or rescinded and remains in full force and effect as  
of the date of this contract.

Name of Clerk: \_\_\_\_\_

Corporate Seal

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
see specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *HOW to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT A  
PROPOSAL FORM**

*(To be submitted in Price Proposal Envelope)*

*(2 pages)*

The undersigned hereby submits a sealed Proposal for the Communication\Outreach Coordinator.

The Proposer hereby pledges to provide a minimum of **four hundred (400) hours**, plus any additional hours, of Communication\ Outreach Coordinator services, for the price shown below:

<p><b>FY2019</b> Hourly Rate _____ dollars and _____ cents (\$ _____ . ____).</p> <p>(Write out in both words and numbers.) \$ _____</p> <p>Four Hundred (400) Hours Lump Sum _____ dollars and _____ cents (\$ _____ . ____).</p> <p>(Write out in both words and numbers.) \$ _____</p>
---

<p><b>FY2020</b> Hourly Rate _____ dollars and _____ cents (\$ _____ . ____).</p> <p>(Write out in both words and numbers.) \$ _____</p> <p>Four Hundred (400) Hours Lump Sum _____ dollars and _____ cents (\$ _____ . ____).</p> <p>(Write out in both words and numbers.) \$ _____</p>
---

<p><b>FY2019 and FY2020</b> Hourly Rate _____ dollars and _____ cents (\$ _____ . ____).</p> <p>(Write out in both words and numbers.) \$ _____</p> <p>Eight Hundred (800) Hours Lump Sum _____ dollars and _____ cents (\$ _____ . ____).</p> <p>(Write out in both words and numbers.) \$ _____</p>
---

The Bidder also certifies as follows:

A fully executed Proposal Form (Attachment A) (which shall include certification of the following):

- 1) Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- 2) A fully executed Certificate of Non-Collusion.
- 3) A fully executed Certificate of Authority.
- 4) A fully executed REVENUE ENFORCEMENT AND PROTECTION STATEMENT "Pursuant to M.G.L., Chapter 62C, §29A.
- 5) A fully executed Town of Harwich Contract (Attachment B).

The undersigned agrees that all Proposal specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Proposer.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Legal Name

\_\_\_\_\_  
Tel.

## SEWER USE REGULATIONS

Harwich, MA

Article XII

Land Use Controls – Wastewater Flow Management

8-30-2018

### **Preamble:**

*The Town of Harwich Board of Selectmen being responsible for the design and construction of the town sewer systems and for the implementation of the Comprehensive Wastewater Management Plan (CWMP) adopt the following Land Use Control – Wastewater Flow Management regulation to achieve Flow Neutral requirements. Sewer Service Areas (SSAs) to be implemented over eight phases during a 40-year period and wastewater flow projections for those areas have been defined after completing a comprehensive and deliberate study of the existing and projected wastewater needs of the Town. Reference is hereby made to the Final CWMP accepted by the Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA) in 2016. The intent of this regulation is to manage the wastewater flows in Town to those projected in the approved CWMP.*

### **Background:**

Any owner of a house, building, or other structure used for human habitation, occupancy, employment, or recreation shall install sanitary facilities thereon in order to connect at his or her own expense to a public sanitary sewer of the Town based on the following sections.

All Connection and Extension Permits for sanitary sewers shall be issued at the sole discretion of the Harwich Board of Health in accordance with the Harwich Board of Selectmen policies. Implementation of the Comprehensive Wastewater Management Plan and construction of the sewer systems are the responsibility of the Board of Selectmen. Administration, operation and maintenance of the constructed sewer system are the responsibility of the Harwich Water Commissioners. The Town of Harwich completed a CWMP in 2016 prepared by CDM Smith Inc., to provide a comprehensive wastewater management plan that outlines the existing and future wastewater needs of the Town in order to protect and restore water quality.

To analyze existing wastewater flows and estimate future wastewater needs, the Town was divided into eight Sewer Service Areas primarily by watershed. The Campground Area, Great Sand Lakes area, and the Route 28 Harwich Port area are outside of the Massachusetts Estuaries Project (MEP) watershed areas and thus are grouped separately. Figure 13-4 from the CWMP shows the watersheds and SSAs. Existing and future wastewater flows were also calculated for each of the five watersheds. The approved March, 2016 CWMP, used water use data from 2004 through 2007 to estimate existing and future wastewater needs, identifying a future need of 1,259,000 (including infiltration and inflow estimates) gallons per day (gpd) as referenced in Table 13-11 of the CWMP. Existing and future flows are summarized in attached Table 1-1.



The Harwich Board of Selectmen will use information and recommendations included in the CWMP as a guide when considering applications for new connection and extension permits and thereby manage the capacity within the sewer system to serve the needs of the Town for the 40-year planning period.

### **Regulation: Land Use Control – Wastewater Flow Management**

The Harwich Board of Selectmen are adopting this new Sewer Use Regulation article that will ensure managed smart growth and prevent excessive growth based on availability of municipal sewer service.

### **General Land Use Controls**

The Sewer Use Regulation as adopted by the Board of Selectmen delineates and designates eight SSAs and the wastewater flow to be allocated to those individual areas. The areas are shown on Figure 1-1 and the flows are shown on Table 1-1, are both attached and made a part of this sewer use regulation Article XII. Those flows shall be utilized as a guide by the Town in allocating flows for new connections within the individual SSA during the noted 40-year planning period (2017-2057). Flows are based on actual flows.

### **Wastewater Flow Management**

The Board of Selectmen reserve the right to reallocate flows within all SSAs provided that the following provisions are met:

1. An applicant seeking to alter a SSA or flow within a SSA shall be responsible for all costs associated with that change including potential for filing a Notice of Project Change with the Massachusetts Environmental Policy Act (MEPA) Office as well as burden of proof to demonstrate the public health need or water quality need, and public benefit;
2. A re-allocation of flows within the SSA shall not exceed the total project flow increase for Harwich in the projected 40-year planning period as presented in the March, 2016 CWMP and shown in Table 1-1;
3. A re-allocation of flow from one SSA to another SSA without exceeding the total flow increase shall be subject to a simple majority vote of the Board of Selectmen; and
4. A re-allocation of flows to an area outside an existing SSA shall only be allowed under the following circumstances:
  - a. For non-public health emergencies or water quality benefits, by unanimous vote of the Board of Selectmen and by positive vote of a legally convened town meeting if zoning changes or Town funding is required. This provision is possible provided the total flow for the projected 40-year planning period is not exceeded.
  - b. For public health emergencies, by unanimous vote of the Board of Selectmen and by recommendation of the Harwich Board of Health. This provision is possible provided the total flow for the projected 40-year planning period is not exceeded.

**Abandonment of Systems**

Existing on-site septic systems that are connected to the Town’s sewer system shall comply with Commonwealth of Massachusetts – Department of Environmental Protection Regulations 310 CMR 15.354 – Abandonment of Systems and any local Harwich Board of Health regulations.

**Adopted**

The Board of Selectmen for the Town of Harwich, MA, do hereby adopt the following Land Use Control – Wastewater Flow Management regulation. The sewer service areas and projected wastewater flows have been designated following comprehensive and deliberate study of the existing and projected wastewater needs of the Town. Reference is hereby made to the Final Comprehensive Wastewater Management Plan (CWMP) accepted by the MEPA Office in 2016.

**Approved:**

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

Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

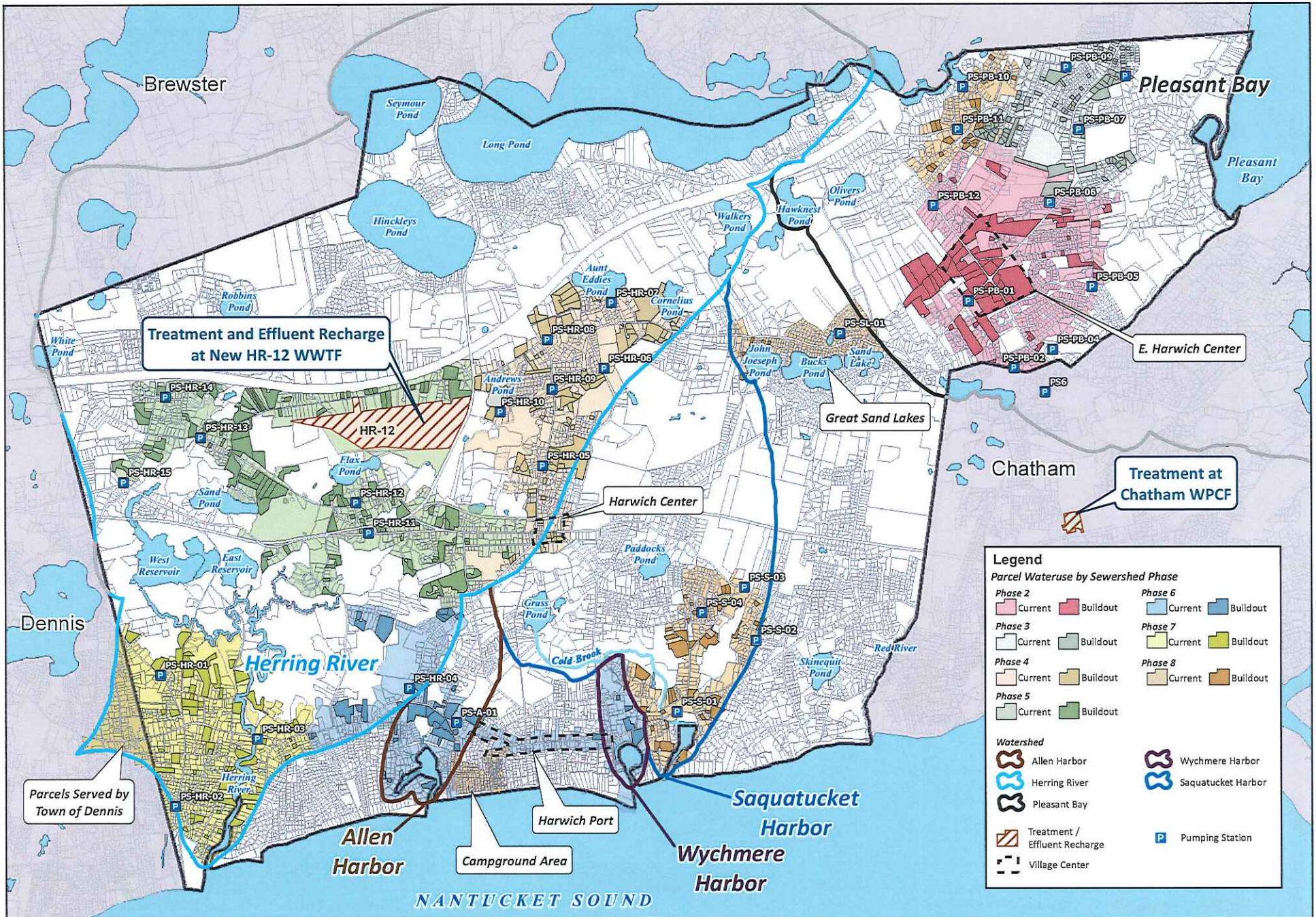
**Table 1-1  
Buildout and Total Harwich Wastewater Flows  
40-year Planning Period by Sewer Service Area**

<b>Sewer Service Area (SSA)</b>	<b>CWMP Buildout Wastewater Flow (gpd)<sup>1</sup></b>	<b>CWMP Infiltration and Inflow (I/I) (gpd)</b>	<b>CWMP Total Wastewater Flow (gpd)</b>
<i>Allen Harbor</i>	57,000	4,500	62,000
<i>Herring River</i>	516,000	112,000	628,000
<i>Route 28 Outside of MEP</i>	26,000	1,600	27,000
<i>Pleasant Bay<sup>2</sup> (Includes 55,000 gpd allowance)</i>	291,000	35,000	326,000
<i>Saquatucket Harbor</i>	95,000	18,000	113,000
<i>Wychmere Harbor</i>	29,000	2,900	32,000
<i>Campground</i>	33,000	1,600	35,000
<i>Great Sand Lake<sup>2</sup></i>	34,000	1,600	36,000
<b>Total Flows</b>	<b>1,081,000</b>	<b>177,200</b>	<b>1,259,000</b>

1. Flows shown in the table are taken from Table 13-11 of the March 2016 CWMP.

2. Areas included in Inter-Municipal Agreement (IMA) with Chatham, MA.





Sewer Service Area by Phase Existing and Buildout Parcels

Figure 1-1 Sewer Service Areas (SSAs)



1 inch = 4,000 feet  
0 1,000 2,000 4,000 Feet





**AN ACT ESTABLISHING THE DHY CLEAN WATERS COMMUNITY PARTNERSHIP FOR THE TOWNS OF DENNIS, HARWICH AND YARMOUTH.**

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*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

SECTION 1. There shall be a regional wastewater district for the towns of Dennis, Harwich and Yarmouth, to be known as the DHY clean waters community partnership, which shall be a body politic and corporate and political subdivision of the commonwealth. Notwithstanding the procedural requirements of section 25 of chapter 40N or sections 28 to 33, inclusive, of chapter 21 of the General Laws all actions taken by the towns of Dennis, Harwich and Yarmouth which are not inconsistent with this act are hereby validated, ratified and confirmed in all respects. The purpose of the partnership shall be to: (i) manage and control the common pumping stations, interceptors and force mains, wastewater treatment plant, effluent recharge and reuse system and appurtenances; (ii) act as a regional wastewater district; and (iii) provide for the collection, treatment, discharge, recharge and reuse of effluent for the member towns.

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Deleted: and the commission

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SECTION 2. For the purposes of this act, the following words shall, unless the context clearly requires otherwise, have the following meanings:-

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“Agreement”, the agreement to be entered into by and among the towns of Dennis, Harwich and Yarmouth and approved at town meetings of said towns, as supplemented and amended by said towns in accordance with section 7.

“Commission”, the commission established in section 3.

Deleted: 2

“District” or “partnership”, the DHY clean waters community partnership established in section 1.

“Treasurer”, the treasurer appointed by the commission pursuant to section 23.

Deleted: .

SECTION 3. (a) The powers, duties and liabilities of the partnership shall be vested in and exercised by a commission organized in accordance with this section and the agreement. The commission shall choose a chair and secretary from its membership. The commission shall appoint a treasurer, who shall not be a member of the commission. The treasurer shall receive and take charge of all money belonging to the partnership and shall pay any bill of the partnership which shall have been approved by the commission. The treasurer may, by vote of the commission, be compensated for services. The treasurer shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws, provided that in applying said sections to said treasurer, the word “partnership” shall be substituted for “town” and “commission” shall be substituted for “selectmen”.

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(b) The number of commissioners representing each town shall be as defined in the

agreement. The commission members shall be appointed by the local board having the authority of sewer commissioners.

SECTION 4. Notwithstanding the last sentence of section 25 of chapter 40N of the General Laws, the partnership shall have the following powers and duties:

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- (1) adopt a name and a corporate seal, and the engraved or printed facsimile of such seal appearing on a bond or note of the partnership shall have the same legal effect as such seal would have if it were impressed on the bond or note;
- (2) sue and be sued, but only to the same extent and upon the same conditions that a city or town may be sued, and plead and be impleaded;
- (3) purchase, take by eminent domain under chapters 79 and 80A of the General Laws or otherwise acquire land within the member towns, or an interest in land within those towns, for the purposes of the partnership to construct, reconstruct, replace, rehabilitate, repair, equip, operate and maintain wastewater treatment, pumping and collection and effluent recharge and reuse facilities for the benefit of said towns, or any other facilities necessary to carry out the purposes of the partnership; and make any necessary contracts in relation to those purposes; provided, however, that at least 1 commission member from the town in which the land is located shall vote in the affirmative; and provided, further, that land may be taken by eminent domain only if the partnership first requests, in writing, that the town take such land and the town does not take such land within 180 days after the partnership has requested;
- (4) purchase or otherwise acquire land outside the member towns for the purposes stated in clause (3), but only if the partnership first obtains approval, in writing, of the board of selectmen or equivalent for each town in which the land is located;
- (5) incur debt for the purpose of acquiring land, or an interest in land, and constructing, reconstructing, replacing, rehabilitating, repairing and equipping wastewater treatment, pumping, collection and effluent recharge and reuse facilities and any other capital improvements, assets or facilities necessary to carry out the purposes of the partnership, including debt for the purposes of designing and otherwise planning any such improvements, for a term not exceeding 30 years; provided, that written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the board of selectmen of member town and to each town's board exercising the powers of sewer commissioners not later than 30 business days after the date on which said debt was authorized by the commission, and no debt shall be incurred until the expiration of 45 days from the date said debt was authorized by the commission; provided, that an engraved or printed facsimile signature shall have the same validity and effect as the chairman's written signature provided that said signature complies with all requirements of this clause;
- (6) borrow money at such rate or rates of interest as the partnership may determine; issue bonds, notes and other obligations to evidence such indebtedness in the name and upon the full faith and credit of the partnership and each issue of bonds or notes shall be a separate loan; provided, that said bonds or notes shall be signed by the chairman and the treasurer of the commission; provided, further that the chairman shall authorize the treasurer to cause to be engraved or printed on

said bonds or notes a facsimile of the chairman's signature; and provided, further that the chairman's authorization shall be in writing, bearing the chairman's written signature, filed in the office of the treasurer, and open to public inspection;

(7) receive and disburse funds for a purpose of the partnership, and invest funds in an investment legally permitted for a city or town;

(8) incur temporary debt in anticipation of revenue to be received from the member towns or from any other source;

(9) assess member towns for any expenses of the partnership;

(10) maintain a reserve fund, and carry over the remaining balance of such fund into the ensuing fiscal year, subject to the limitations in section 5;

(11) apply to receive and expend or hold a grant or gift for the purposes of the partnership;

(12) engage and fix the compensation for legal counsel, financial advisors, engineers, accountants, consultants, agents and other advisors;

(13) submit an annual report to each of the member towns, containing a detailed financial statement and a statement showing the method by which the annual charges assessed against each town were computed;

(14) appoint, employ, prescribe the qualifications and fix the compensation of an executive director and such other employees as necessary to operate the partnership and pay the same out of funds of the partnership;

(15) make and execute contracts, project labor agreements and other instruments that are necessary or convenient to carrying out the powers of the partnership, including, but not limited to, contracts with a person, firm, corporation, municipality, commonwealth agency, governmental unit or other entity, foreign or domestic;

(16) make and execute contracts for the purchase or for the environmental remediation, construction, operation and management of the sewer, wastewater treatment plant, collection, treatment, reuse and recharge facilities of the partnership, or for services to be performed thereon, and rent parts thereof and grant concessions thereon, on such terms and conditions as the partnership may determine, in accordance with the agreement;

(17) enact by-laws and rules concerning the management and regulation of its affairs and the use of its facilities and the provision of its services;

(18) convey, sell, lease or otherwise dispose of any partnership real or personal property, or interests in such property, no longer needed for purposes of the partnership;

(19) own, acquire, manage, operate, convey or lease any capital improvements, assets or facilities as contemplated by this act and the agreement;

(20) invest and reinvest its funds in such investments as may be lawful for fiduciaries in the commonwealth, and take and hold property as security for the payment of funds so invested, as provided in section 55 of chapter 44 of the General Laws;

(21) procure insurance against any loss in connection with its property, capital improvements, assets or facilities in such amounts and from such insurers, including the federal government and directors and officers liability insurance, as it seems necessary and desirable, and to pay any premiums therefor;

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**Deleted:** provided, however that any such transaction shall be exempt from the public bidding and procurement requirements applicable to bodies politic and corporate of the commonwealth imposed by general or special law, including without limitation, chapter 7, 30 and 149 of the General Laws, but subject to section 28 and 29 of said chapter 149, and regulations promulgated thereunder; provided, that the partnership has, pursuant to an affirmative vote and by stating the public convenience and necessity therefore, exempted such transaction from such requirement;

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(22) assume responsibility for maintaining, monitoring and conducting other activities imposed by any condition of any license, permit or approval or by any institutional control arising under any environmental law or regulation with respect to the capital improvements undertaken by the partnership in accordance with this act and the agreement; and

(23) take any and all other actions necessary and convenient to carry out the powers and purposes of the partnership, and all other actions incidental and related to the powers of the partnership.

SECTION 5. The commission shall annually determine the amounts necessary to be raised to maintain and operate the partnership during the ensuing fiscal year, plus a reserve fund not to exceed 20 per cent of the annual budget for the ensuing year, and shall apportion the amounts so determined among the several member towns based on each town's overall allocation of flow capacity in accordance with the terms of the agreement. The amounts for the upcoming fiscal year so apportioned for each town shall, prior to February 1 in each year, be certified by the treasurer to the treasurers of the member towns and the sewer commissioners or board exercising the powers of sewer commissioners of the member towns. Except to the extent that the treasurer's certification provides a credit from sewer system revenues and other sources, the sewer commissioners or board exercising the powers of sewer commissioners of each member town shall, without further vote, include each amount so certified in the amounts to be assessed annually in such town upon sewer users and others assessable pursuant to sections 14 to 24, inclusive, of chapter 83 of the General Laws and section 23 of chapter 59 of the General Laws, and with or without a town appropriation, the town treasurer shall pay to the partnership the amounts so apportioned at the times specified in the agreement. The amounts apportioned or to be apportioned under the agreement shall not be included in calculating total taxes assessed in paragraph (b) of section 21C of said chapter 59, or the maximum levy limit in paragraph (f) of said section 21C of said chapter 59. The amounts certified by the treasurer shall be deemed to be for services customarily provided locally or subscribed to at local option and shall not be subject to the limitation of section 20B of said chapter 59.

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SECTION 6. Notwithstanding chapter 44 of the General Laws, only sections 16 to 28, inclusive, of said chapter 44, shall apply to the partnership; provided, however, that the provisions of section 16 of said chapter 44 relating to the countersigning of bonds and notes and the provisions of section 24 of said chapter 44 relating to the countersigning and approval of notes and the certificates of the clerk relating to notes shall not apply to the partnership; and provided, further, that notwithstanding section 19 of said chapter 44 to the contrary, the maturities of each issue of bonds and notes of the partnership shall be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as practicable, in the opinion of the treasurer, or in the alternative, in accordance with a schedule providing for a more rapid amortization of principal. Any debt incurred by the partnership shall not be subject to the limit of indebtedness prescribed in sections 9 and 10 of said chapter 44. SECTION 7. The member towns shall adopt an agreement consistent with this act prior to organization of the commission under section 2 and may from time to time amend the agreement provided,

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~~Deleted: Nothing in this act shall prevent a member town from establishing and maintaining a sewer enterprise fund pursuant to section 53F½ of said chapter 44 as the mechanism for assessing, collecting and paying the amounts certified by the treasurer pursuant to sections 5 and 8.~~

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that the amended agreement is consistent with this act. The agreement shall not take effect unless it is approved by a majority vote at town meeting by each of the towns participating in the agreement.

SECTION 8. If a member town, which has received a certification of the partnership's charges, shall fail to pay the same to the partnership when due after demand by the partnership, the partnership may, not less than 60 days after such demand and without any requirement of election of remedy; provided, that there is no duplication of recovery: (i) certify to the state treasurer the amount owing to the partnership by the member town, whereupon the state treasurer shall promptly pay over to the partnership any amount otherwise certified to the state treasurer for payment to the member town as unrestricted general government aid and any other amount for local reimbursement, grant or assistance programs entitled to be received by the member town until such time as any deficiency in the member town's payment of charges to the partnership shall be set off by such payments from the state treasurer; and (ii) recover from the member town in an action in superior court the amount of such unpaid charges together with such lost interest and other actual damages the partnership shall have sustained from the failure or refusal of the member town to pay over said amount. Any amount paid to the partnership by the state treasurer as a set off under this section which is later determined, upon audit, to be in excess of the actual amount of charges, interest and damages due to the partnership, shall, upon demand of the member town, be repaid by the partnership to the member town.

SECTION 9. The partnership shall adopt such by-laws as may be necessary and proper for the effective functioning of the partnership and its operations, capital improvements and finances, including, but not limited to, by-law provisions as put forth in the agreement. The by-laws may also provide for appointment of alternate members of the commission and such other matters relative to the business and affairs of the partnership as may be appropriate to exercise all powers necessary, convenient or incidental to the purposes for which the partnership was formed.

SECTION 10. The partnership may prescribe rules and regulations regarding the use of common sewers to prevent the entrance or discharge in the sewers of any substance which may tend to interfere with the flow of wastewater or the proper operation of the wastewater system and the treatment and disposal works, for the connection of estates and buildings with sewers, for the construction, alteration and use of all connections entering into such sewers, and for the inspection of all materials used in the sewers; and may prescribe civil penalties, not exceeding \$5,000 per violation for each day of violation of any such rule or regulation. The rules and regulations shall be published once in a newspaper of general circulation within each of the member towns, and shall include a notice that the rules and regulations shall be available for inspection by the public, and shall not take effect until such publication has been made. The rules and regulations shall conform with state and federal law.

SECTION 11. Notwithstanding this act or any general or special law to the contrary, the towns of Dennis, Harwich and Yarmouth, acting individually through the local board having the authority of sewer commissioners in the town and not acting in concert through the partnership, in order to fairly recover the costs of expanding the regional wastewater

**Commented [JG4]:** This additional sentence in combination with the revision to Section 12 is consistent with the original town meeting votes. The added language will allow two out of the three towns to enter into an agreement if the third town ultimately decides not to participate.

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treatment works as described in this act, may assess charges, assessments, betterments or privilege fees for new connections to the town's local sewer system or for expanded uses of the sewer system by existing users in accordance with chapters 80 or 83 of the General Laws. The sewer connection charges, assessments, betterments or privilege fees may include such respective town's proportionate share of the costs to the town under this act for the construction, expansion or upgrade of the regional wastewater facilities and may also include the proportionate share of such respective town's costs for any local wastewater facilities, including, but not limited to, pumping stations, equipment and intercepting sewers. Nothing in this act shall prevent the local board having the authority of sewer commissioners in the member towns from raising local revenue from or continuing to engage in the constructing, operating, maintaining, expanding and funding of each respective town's local municipal wastewater facilities located entirely in each town separate from and independent of the regional facilities and the partnership.

SECTION 12. This act shall take effect upon its passage.

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**Deleted:** simple majority approval of the agreement at an annual or special town meeting by each member town.

## DHY CLEAN WATERS COMMUNITY PARTNERSHIP

### PROPOSED SPECIAL LEGISLATION

#### SECTION BY SECTION SUMMARY

August 20, 2018

The attached draft of the legislation contains revisions recommended by House legislative counsel. In addition, the redlined changes shown on the attached draft are recommended by KP Law after consultation with the Town Administrators of Harwich and Dennis.

The primary purpose of the legislation is to fulfill the intent of the town meeting votes in each of the three 2018 annual town meetings held in Dennis, Harwich and Yarmouth. The draft legislation, if enacted by the General Court, will create an independent governmental entity that will have governance over wastewater treatment and disposal generated in each of the three towns pursuant to each town's Comprehensive Wastewater Management Plan, and sets up a financing structure to insure that the Partnership will have the authority and independence to achieve the purposes of the legislation.

The following bullets are intended to highlight the significant provisions of the draft legislation:

- Section 1 creates a body politic and corporate known as the DHY Cleans Waters Community Partnership. The Partnership will be a political subdivision of the Commonwealth. As such, it will be an independent governmental body apart from the towns. Although not expressly stated in the legislation, the Partnership will be a governmental body for purposes of the General Laws and will, therefore, be subject to the Open Meeting Law, the Public Records Law, and its employees will be subject to the Conflict of Interest Law.
- Section 3 creates an appointed commission which is empowered to perform all of the duties and responsibilities of the Partnership. The number of commissioners will be established in the Agreement which will be negotiated among the three towns once the legislation is enacted.
- Section 4 enumerates the powers and duties of the Partnership which include:
  - purchase or acquire land by eminent domain or otherwise for wastewater related purposes
  - to borrow money and to issue bonds and notes therefor, after notifying the towns of its intent to incur debt.
  - there is no requirement that the member towns approve the incurring of debt by the Partnership.
  - assess the member towns for all capital costs and operating expenses
  - hire employees and consultants
  - execute contracts in accordance with procurement laws
  - dispose of real and personal property
  - take any other action necessary and convenient to carry out its purposes.
- Section 5 authorizes the commission to apportion its expenses among the three towns. Each town is required to pay its apportioned share "with or without appropriation." This means that even if town meeting does not vote the appropriation, the town will still be legally liable to pay the

assessment. The amounts so apportioned to each town will not be included in the town's calculation of the total taxes assessed under Proposition 2 ½. It is envisioned that the Partnership will incur debt for the design and construction of the facilities. In turn, the Partnership will assess debt service and operating costs on the member towns each year. Such assessments must be paid by each member Town. There will be no requirement for the towns to obtain voter approval for any debt exclusions or overrides under Proposition 2½. To the extent any of the apportioned costs are not covered by user fees, the towns can raise the remaining amounts of the assessment outside of their respective levy limits under Proposition 2½.

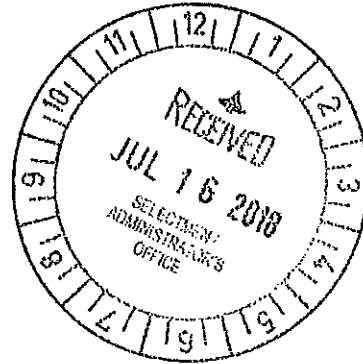
- Section 7 requires the Towns to adopt an agreement consistent with the act. The Agreement must be approved in each town meeting in those towns participating in the final Agreement. This will enable two towns to proceed if the third town decides not to participate in the final agreement.
- Section 8 provides that if a member Town does not pay its apportioned share of the assessment by the Partnership, the State Treasurer is required to deduct the amount of the assessment from state aid and grants otherwise due the town. The Partnership may also seek recovery of the assessed costs in Superior Court.
- Section 9 authorizes the Partnership to adopt bylaws for the effective functioning of the commission.
- Section 10 authorizes the Partnership to adopt regulations governing discharges into the sewer system and to assess penalties for non-compliance. The towns will still be authorized to enact sewer use regulations which the agreement will provide must be as stringent as the Partnership's regulations.
- Section 11 allows the towns to assess betterments, charges, privilege fees or assessments upon persons who connect to the sewer system that will be served by the Partnership's wastewater treatment plant and related facilities. This will enable the towns to recover their respective apportioned costs.



**Memorandum**

To: Elizabeth Sullivan, Dennis  
Chris Clark, Harwich  
Dan Knapik, Yarmouth

From: Kara M. Johnston, PE  
David F. Young, PE, BCEE



Date: June 25, 2018

Subject: Process to Potentially Create the DHY Clean Waters Community Partnership

The Towns of Dennis, Harwich, and Yarmouth (DHY) each created a subgroup in spring 2017 to begin investigating cost savings solutions for wastewater in all three towns. The DHY Clean Waters Community Partnership subgroup has been meeting monthly since summer 2017. The subgroups working with CDM Smith have been exploring creating a partnership to provide one joint treatment facility with multiple effluent recharge sites, to be shared amongst the three towns. The towns received a grant to pursue this opportunity through the Massachusetts Efficiency and Regionalization Grant Program. The schedule discussed below aligns with the schedule of this grant.

As a result of the subgroup meetings in 2017, each community subgroup recommended to their Board of Selectmen to place an article on their annual town meeting that would allow Dennis, Harwich, and Yarmouth to file Special Legislation to create an entity "with substantially the powers, membership, governance, and purpose set forth in Massachusetts General Laws, Chapter 21, Sections 28 through 30.....etc." In March of 2018 the three towns Boards of Selectmen, subgroup representatives, and other key officials met to discuss filing this Special Legislation to form the "DHY Clean Waters Community Partnership." All three Boards supported filing the special legislation and the town meeting article requesting authority to file it passed in all three towns during the annual town meetings in May 2018. The article as worded allows the towns to file the Special Legislation with the state. The legislation does not lay out the terms of the partnership, rather it formally allows for the creation of it under Massachusetts General Law. A copy of the draft Special Legislation is enclosed and is currently under attorney review at the local and state level. The final version will be provided to you upon completion for further review.

Once the filing of Special Legislation is complete and approved by the Legislature, the next step is to draft an agreement for the DHY Clean Waters Community Partnership. The agreement lays out the specifics of the partnership including governance, flow capacity ownership, capital and operating cost sharing, number of commissioners, etc. The DHY working subgroup is currently

developing a draft the agreement using the MPN Regional Wastewater District agreement as a template and they plan to present the draft to the three Boards of Selectmen during the fall of 2018. This agreement will also go through local attorney review at that time. Should the Boards support the agreement, an article would be recommended to be included in the Annual Town Meeting for May 2019. As noted in the approved May 2018 town meeting article and the draft Special Legislation, a future town meeting vote in each participating community is required to approved the agreement before it could become effective. This schedule allows for completion prior to the grant deadline.

**Proposed Schedule for Special Legislation and Draft Agreement:**

- Town meeting vote authorizing filing of Special Legislation – May 2018
- Attorney Review of Draft Special Legislation – June and July 2018
- BOS Review of Special Legislation – June and July 2018
- File Special Legislation – July 2018
- Development of Draft Agreement by DHY subgroups – July 2018 through Oct. 2018
- Presentation of Draft Agreement to Boards of Selectmen – November 2018
- Draft Agreement Revisions and Attorney Review – December 2018-February 2019
- Potential Agreement Presented at Town Meeting – May 2019
- Grant Completion – June 2019

The DHY working subgroups look forward to meeting with each Board of Selectmen in all three towns to discuss the Special Legislation and Agreement, and to working together to find cost effective solutions to improving water quality.



Draft as of 07-11-18

## AN ACT ESTABLISHING THE DHY CLEAN WATERS COMMUNITY PARTNERSHIP FOR THE TOWNS OF DENNIS, HARWICH AND YARMOUTH.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

**SECTION 1.** There shall be a regional wastewater district for the towns of Dennis, Harwich and Yarmouth, to be known as the DHY Clean Waters Community Partnership, which shall be a body politic and corporate and political subdivision of the commonwealth. Notwithstanding the procedural requirements of section 25 of chapter 40N, or sections 28 to 33, inclusive of chapter 21 of the General Laws all actions taken by the towns of Dennis, Harwich and Yarmouth and the district commission which are not inconsistent with this act are hereby validated, ratified and confirmed in all respects. The purpose of the partnership shall be to manage and control the common pumping stations, interceptors and force mains, wastewater treatment plant, effluent recharge and reuse system and appurtenances, to act as a regional wastewater district and to provide for the collection, treatment, discharge, recharge and reuse of effluent for the member towns.

**SECTION 2.** For the purposes of this act, the terms "district" or "partnership" shall both mean the DHY Clean Waters Community Partnership established in section 1, and "agreement" shall mean the agreement to be entered into by and among the towns of Dennis, Harwich and Yarmouth to be approved at town meetings of those participating towns as will be supplemented and amended by those towns in accordance with section 7.

**SECTION 3.** (a) The powers, duties and liabilities of the partnership shall be vested in and exercised by a commission organized in accordance with this section and the agreement. The commission shall choose a chairman and secretary from its membership. It shall appoint a treasurer, who shall not be a member of the commission. The treasurer shall receive and take charge of all money belonging to the district and shall pay any bill of the district which shall have been approved by the commission. The treasurer may, by vote of the commission, be compensated for services. The treasurer of the district shall be subject to sections 35, 52 and 109A of chapter 41 of the General Laws, provided that in applying said sections to said treasurer, the word "district" shall be substituted for "town" and "district commission" shall be substituted for "selectmen".

(b) The number of commissioners representing each town shall be as defined in the agreement. The commission members shall be appointed by the local board having the authority of sewer commissioners.

**SECTION 4.** Notwithstanding the last sentence of section 25 of chapter 40N of the General Laws, the district shall have the following powers and duties:

- (1) to adopt a name and a corporate seal, and the engraved or printed facsimile of such seal appearing on a bond or note of the district shall have the same legal effect as such seal would have if it were impressed on the bond or note;

- (2) to sue and be sued, but only to the same extent and upon the same conditions that a city or town may be sued, and to plead and be impleaded;
- (3) to purchase, take by eminent domain under chapters 79 and 80A of the General Laws or otherwise acquire land within the member towns, or an interest in land within those towns, for the purposes of the district to construct, reconstruct, replace, rehabilitate, repair, equip, operate and maintain wastewater treatment, pumping and collection and effluent recharge and reuse facilities for the benefit of said towns, or any other facilities necessary to carry out the purposes of the district; and to make any necessary contracts in relation to those purposes; provided, however, that at least one commission member from the town in which the land is located must vote in the affirmative; and provided, further, that land may be taken by eminent domain only if the district first requests, in writing, that the town take such land and the town does not take such land within 180 days after the district has requested;
- (4) to purchase or otherwise acquire land outside the member towns for the purposes stated in subsection (3), but only if the district first obtains approval, in writing, of the board of selectmen or equivalent for each town in which the land is located;
- (5) to incur debt for the purpose of acquiring land, or an interest in land, and constructing, reconstructing, replacing, rehabilitating, repairing and equipping wastewater treatment, pumping, collection and effluent recharge and reuse facilities and any other capital improvements, assets or facilities necessary to carry out the purposes of the district, including debt for the purposes of designing and otherwise planning any such improvements, for a term not exceeding 30 years; but written notice of the amount of the debt and of the general purposes for which it was authorized shall be given to the board of selectmen of each town comprising the district and to each town's board exercising the powers of sewer commissioners not later than 30 business days after the date on which said debt was authorized by the district commission, and no debt shall be incurred until the expiration of 45 days from the date said debt was authorized by the district commission;
- (6) to borrow money at such rate or rates of interest as the district may determine; to issue bonds, notes and other obligations to evidence such indebtedness in the name and upon the full faith and credit of the district and each issue of bonds or notes shall be a separate loan; said bonds or notes shall be signed by the chairman and the treasurer of the district commission; provided, however that the chairman authorize the treasurer to cause to be engraved or printed on said bonds or notes a facsimile of the chairman's signature; provided, further that the chairman's authorization must be in writing, bearing the chairman's written signature, filed in the office of the treasurer, and open to public inspection;
- (7) to receive and disburse funds for a district purpose, and to invest funds in an investment legally permitted for a city or town;
- (8) to incur temporary debt in anticipation of revenue to be received from the member towns or from any other source;
- (9) to assess member towns for any expenses of the district;
- (10) to maintain a reserve fund, and to carry over the remaining balance of such fund into the ensuing fiscal year, subject to the limitations in section 5;
- (11) to apply to receive and expend or hold a grant or gift for the purposes of the district;
- (12) to engage and fix the compensation for legal counsel, financial advisors, engineers, accountants, consultants, agents and other advisors;
- (13) to submit an annual report to each of the member towns, containing a detailed financial statement and a statement showing the method by which the annual charges assessed against each town were computed;
- (14) to appoint, employ, prescribe the qualifications and fix the compensation of an

executive director and such other employees as necessary to operate the district and pay the same out of funds of the district;

(15) to make and execute contracts, project labor agreements and other instruments that are necessary or convenient to carrying out the powers of the district, including, but not limited to, contracts with a person, firm, corporation, municipality, commonwealth agency, governmental unit or other entity, foreign or domestic;

(16) contracts for the purchase or for the environmental remediation, construction, operation and management of the sewer, wastewater treatment plant, collection, treatment, reuse and recharge facilities of the district, or for services to be performed thereon, and rent parts thereof and grant concessions thereon, on such terms and conditions as the district may determine, in accordance with the agreement,; provided, however that any such transaction shall be exempt from the public bidding and procurement requirements applicable to bodies politic and corporate of the commonwealth imposed by general or special law, including without limitation, the requirements of chapters 7, 30, and 149 of the General laws, but excluding section 28 and 29 of said chapter 149, and regulations promulgated thereunder so long as the district has, pursuant to an affirmative vote and by stating the public convenience and necessity therefor, exempted such transaction from such requirement;

(17) to enact by-laws and rules concerning the management and regulation of its affairs and the use of its facilities and the provision of its services;

(18) to convey, sell, lease or otherwise dispose of any district real or personal property, or interests in such property, no longer needed for district purposes;

(19) own, acquire, manage, operate, convey or lease any capital improvements, assets or facilities as contemplated by this act and the agreement;

(20) invest and reinvest its funds in such investments as may be lawful for fiduciaries in the commonwealth, and take and hold property as security for the payment of funds so invested, as provided in section 55 of chapter 44 of the General Laws;

(21) procure insurance against any loss in connection with its property, capital improvements, assets or facilities in such amounts and from such insurers, including the federal government, and directors and officers liability insurance, as it seems necessary and desirable, and to pay any premiums therefor;

(22) assume responsibility for maintaining, monitoring and conducting other activities imposed by any condition of any license, permit or approval, or by any institutional control arising under any environmental law or regulation with respect to the capital improvements undertaken by the district in accordance with this act and the agreement;

and

(23) to do any and all other things necessary and convenient to carry out the powers and purposes of the district, and all other things incidental and related to the powers of the district.

An engraved or printed facsimile signature under subsection 5 shall have the same validity and effect as the chairman's written signature so long as it complies with all requirements of that subsection.

**SECTION 5.** The district commission shall annually determine the amounts necessary to be raised to maintain and operate the district during the ensuing fiscal year, plus a reserve fund not to exceed 20 per cent of the annual budget for the ensuing year, and shall apportion the amounts so determined among the several member towns based on each town's overall allocation of flow capacity in accordance with the terms of the agreement. The amounts for the upcoming fiscal year so apportioned for each town shall, prior to February 1 in each year, be certified by the district treasurer to the treasurers of the member towns and to each town's

sewer commissioners or board exercising the powers of sewer commissioners. Except to the extent that the district treasurer's certification provides a credit from sewer system revenues and other sources, the sewer commissioners or board exercising the powers of sewer commissioners of each member town shall without further vote include each amount so certified in the amounts to be assessed annually in such town upon sewer users and others assessable under sections 14 to 24, inclusive, of chapter 83 of the General Laws and section 23 of chapter 59 of the General Laws, and with or without a town appropriation the town treasurer shall pay to the district the amounts so apportioned at the times specified in the agreement. The amounts apportioned or to be apportioned under the agreement shall not be included in calculating total taxes assessed in paragraph (a) of section 21C of said chapter 59, or the maximum levy limit in paragraph (f), of said section 21C of said chapter 59. The amounts certified by the district treasurer shall be deemed to be for services customarily provided locally or subscribed to at local option and shall not be subject to the limitation of section 20B of said chapter 59.

**SECTION 6.** Notwithstanding chapter 44 of the General Laws, only sections 16 to 28, inclusive, of said chapter 44, shall apply to the district; provided, however, that section 16 of said chapter 44 relating to the countersigning of bonds and notes and section 24 of said chapter 44 relating to the countersigning and approval of notes and the certificates of the clerk relating to notes shall not apply to the district; and provided, further, that notwithstanding section 19 of said chapter 44 to the contrary, the maturities of each issue of bonds and notes of the district shall be arranged so that for each issue the amounts payable in the several years for principal and interest combined shall be as nearly equal as practicable, in the opinion of the treasurer, or in the alternative, in accordance with a schedule providing for a more rapid amortization of principal. Any debt incurred by the district shall not be subject to the limit of indebtedness prescribed in section 10 of said chapter 44. Nothing in this act shall prevent the individual towns from establishing and maintaining a sewer enterprise fund under section 53F $\frac{1}{2}$  of said chapter 44 as the mechanism for assessing, collecting and paying the amounts certified by the district treasurer under sections 5 and 8.

**SECTION 7.** The member towns shall adopt an agreement consistent with this act prior to organization of the district commission under section 2 and may from time to time amend the agreement so long as the amended agreement is consistent with this act.

**SECTION 8.** In the event that a member town, which has received a certification of the district's charges, shall fail to pay the same to the district when due after demand by the district, the district may, not less than 60 days after such demand and without any requirement of election of remedy provided that there is no duplication of recovery: (i) certify to the state treasurer the amount owing to the district by the member town, whereupon the state treasurer shall promptly pay over to the district any amount otherwise certified to the state treasurer for payment to the member town as unrestricted general government aid and any other amount for local reimbursement, grant or assistance programs entitled to be received by the member town until such time as any deficiency in the member town's payment of charges to the district shall be set off by such payments from the state treasurer; and (ii) recover from the member town in an action in superior court the amount of such unpaid charges together with such lost interest and other actual damages the district shall have sustained from the failure or refusal of the member town to pay over said amount. Any amount paid to the district by the state treasurer as a set off under this section which is later determined, upon audit, to be in excess of the actual amount of charges, interest and damages due to the district, shall, upon demand of the member town, be repaid by the district to the member town.

**SECTION 9.** The district shall adopt such by-laws as may be necessary and proper for the effective functioning of the district and its operations, capital improvements and finances, including, but not limited to, by-law provisions as put forth in the agreement. The by-laws may also provide for appointment of alternate members and such other matters relative to the business and affairs of the district as may be appropriate to exercise all powers necessary, convenient or incidental to the purposes for which the district was formed.

**SECTION 10.** The district may, from time to time, prescribe rules and regulations regarding the use of common sewers to prevent the entrance or discharge in the sewers of any substance which may tend to interfere with the flow of wastewater or the proper operation of the wastewater system and the treatment and disposal works, for the connection of estates and buildings with sewers, for the construction, alteration and use of all connections entering into such sewers, and for the inspection of all materials used in the sewers; and may prescribe civil penalties, not exceeding \$5,000 per violation for each day of violation of any such rule or regulation. The rules and regulations shall be published once in a newspaper of general circulation within each of the member towns, and shall include a notice that the rules and regulations shall be available for inspection by the public, and shall not take effect until such publication has been made. The rules and regulations shall conform with the laws of the commonwealth or federal government.

**SECTION 11.** Notwithstanding this act or any general or special law to the contrary, the member towns of Dennis, Harwich and Yarmouth each acting individually through the local board, having the authority of sewer commissioners, in such town and not acting in concert through the district, in order to fairly recover the costs of expanding the regional wastewater treatment works as described in this act, each may assess charges, assessments, betterments or privilege fees for new connections to each town's local sewer system or for expanded uses of the sewer system by existing users in accordance with chapters 80 or 83 of the General Laws. The sewer connection charges, assessments, betterments or privilege fees may include such respective town's proportionate share of the costs to the town under this act for the construction, expansion or upgrade of the regional wastewater facilities and may also include the proportionate share of such respective town's costs for any local wastewater facilities, including, but not limited to, pumping stations, equipment and intercepting sewers. Nothing in this act shall prevent the local board, having the authority of sewer commissioners, in the member towns from raising local revenue from or continuing to engage in the constructing, operating, maintaining, expanding and funding of each respective town's local municipal wastewater facilities located entirely in each town separate from and independent of the regional facilities and the district.

**SECTION 12.** This act shall not take effect until such time that each member town obtains simple majority approval of the agreement at an annual or special Town Meeting.

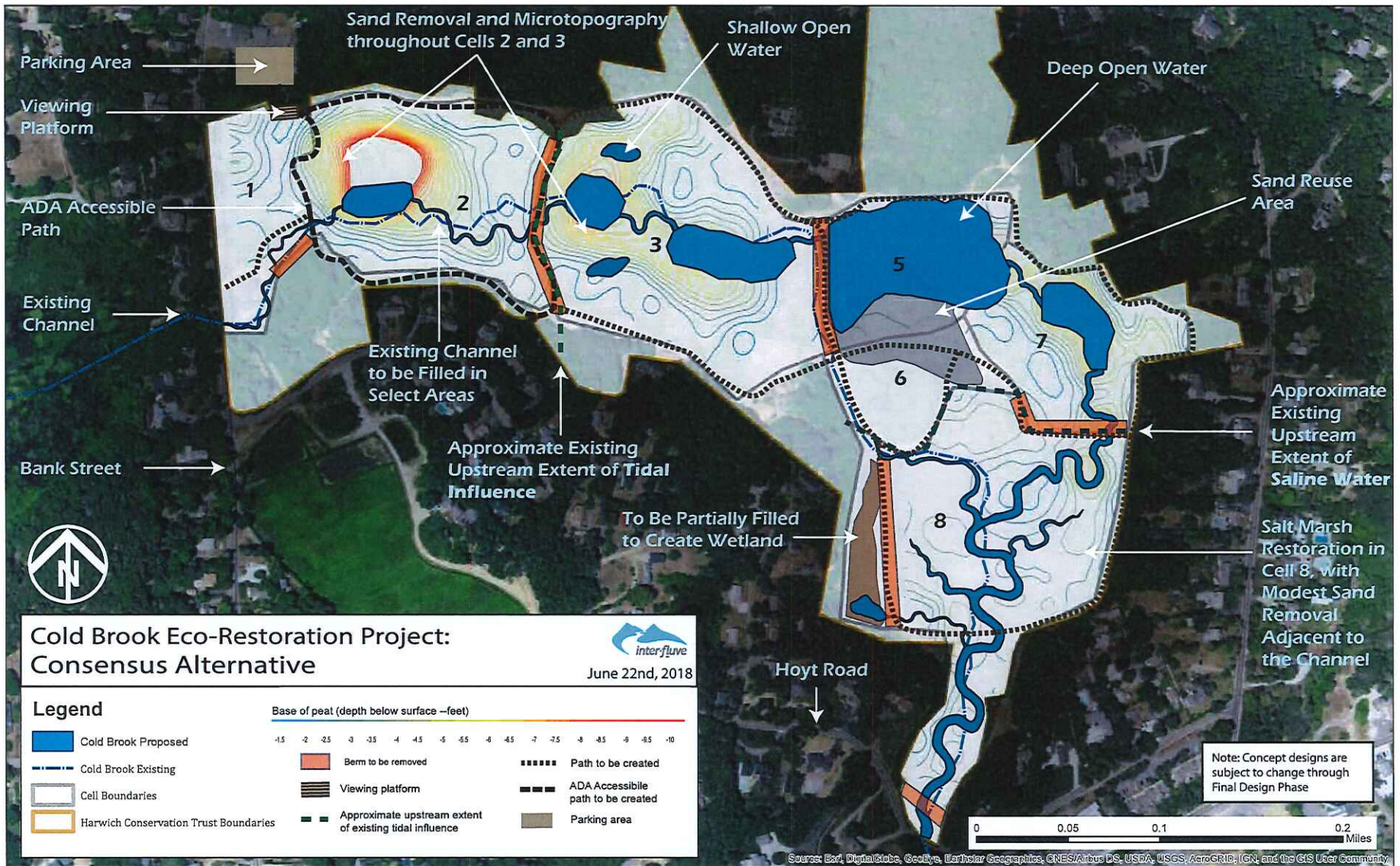


Cold Brook Eco-Restoration Project Overview (9/12/18):

In the U.S., we have lost ~50% of our wetlands from European settlement to the present. More recently, in MA from 1991-2005, approx. 1,250 wetland acres were lost or altered. Due to the loss of wetland habitat from human activity and the threat of sea level rise to our salt marshes, Harwich Conservation Trust (HCT) is partnering with the MA Division of Ecological Restoration, U.S. Fish & Wildlife Service, and the Town of Harwich to restore natural wetland & stream habitats as well as overall water quality to a site that has had its natural processes changed to create a more diverse habitat for plants and animals, while enhancing public access.

Site Stressors that limit environmental function	Proposed Response(s)	Desired Outcome
Artificial sand layer that separates plants from the water table	<ul style="list-style-type: none"> <li>-Remove sand in targeted areas to expose peat layers</li> <li>-Use in-stream grade controls to elevate water table</li> <li>-Fill perimeter irrigation ditches</li> <li>-Plug interior (lateral) irrigation ditches</li> </ul>	<ul style="list-style-type: none"> <li>-Increase soil moisture (necessary for wetland function)</li> <li>-Establish conditions for self-sustaining wetlands</li> </ul>
Barriers to free movement of water, fish, and wildlife	<ul style="list-style-type: none"> <li>-Remove Carding Mill Dam (completed)</li> <li>-Remove interior water control structures and portions of large berms</li> <li>-Where berms are retained for public access, replace culverts with wildlife friendly water control structures</li> <li>-Slope artificial berms to facilitate wildlife movement</li> </ul>	<ul style="list-style-type: none"> <li>-free movement of aquatic organisms</li> <li>-Free movement of aquatic-dependent organisms</li> <li>-Free movement of terrestrial organisms</li> <li>-Free movement of water, sediment, and organic matter.</li> </ul>
Physical stressors	<ul style="list-style-type: none"> <li>-Aid recovery by re-hydrating bog cells to facilitate wetland community development</li> <li>-Control invasive plant species</li> <li>-Naturalize stream network</li> <li>-Incorporate in-stream habitat features,</li> <li>-Expose peat in select locations for isolated wetlands</li> <li>-Roughen surfaces</li> </ul>	<ul style="list-style-type: none"> <li>-Diverse and self-sustaining biota</li> <li>-Diverse, high quality, self-sustaining habitats</li> <li>-Stream form that works with the site (not against it)</li> </ul>







Project Name: Small Hearing Rm Equip Year and Article #: N/A Appropriation: \$ \_\_\_\_\_  
 Low Bidder: Integrated Solutions Group Bid Price: \$ 17,378.00

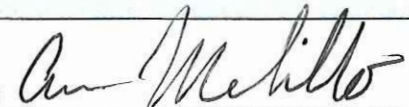
**7/30/18 Revised Procurement Checklist**

Please complete checklist below for contracts requiring Selectmen\* signature **before Wednesday morning\*\*** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) below \$50,000 can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 1614 Carry Forward Account # 1,032,420  
0155A2 / 608049 Account # 2,080.
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<b>Buildings and Public Works</b>	<b>Goods and Services</b>
<input type="checkbox"/> C1. Please show Prevailing Wage was used. <input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> <input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Show that 50% payment bond was in bids.</li> </ul> <input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul> <input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$100,000 <b>and</b> estimated design costs are over \$10,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul> <input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul> <input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.</li> <li><input checked="" type="checkbox"/> GS2. If project is <b>over \$5,000</b>:               <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul> </li> <li><input type="checkbox"/> GS3. If project is <b>over \$50,000</b>:               <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> </li> <li><input type="checkbox"/> GS4. If project is <b>over \$100,000</b>:               <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul> </li> </ul> <p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>

Signature of Town Administrator or Assistant Town Administrator: 

\*\*Note: Failure to gain sign-off **before Wednesday at noon** results in the contract being delayed to the next meeting.



## Summary of Project

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Harwich Channel 18  
100 Oak Street  
Harwich, MA 02645

Project: Small Hearing Room Equipment, 732 Main Street, Harwich MA 02645

There were four (4) requests for quotes on this project

Integrated Solutions Group: \$17,378 not including shipping

1 Access Media Inc: \$17,240 not including shipping

B&H Photo Video: \$7,357.31 does not carry the required production switcher Broadcast Pix (item #1 on spec sheet)

G&G Technologies: Did not supply a quote

Funding Source: Cable Fund 1614/538000

As the Director of Channel 18 I feel that it is very important to our video file workflow and consistency in content to continue to use the Broadcast Pix Video Switchers as the entire Channel 18 staff is trained and familiar. In moving forward with the Small Hearing Room equipment project we will be able to provide continued coverage of Boards and Committees.

I recommend accepting the quote from Integrated Solutions Group \$17,378.00 as they are an established vendor with the Town of Harwich. The low bidder 1 Access Media is a new company that currently has no website or physical address. The difference between bids is \$138.00

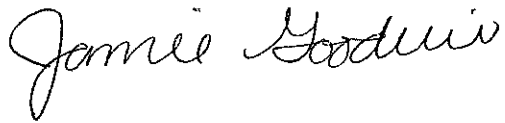
Furthermore, I requested business references from both Integrated Solutions Group and 1 Access Media. I reached out to Canton Cable Access, Ms. Tanya Willow, who has worked with both companies. After asking Ms. Willow a series of questions regarding the responsiveness and reliability of each company. Ms. Willow advised that Integrated Solutions Group was extremely responsive via phone and email. She additionally commented that they were "very good at addressing concerns" and they were always on target with their prices.

When asked about 1 Access Media, Ms. Willow noted that while they were “cheaper in certain circumstances” they would frequently forget and item on a quote causing them to run over bid. She stated that it sometimes felt like she was “sold a car without the tires”

After reaching out to the references I, as the Director of Channel 18 stand by my recommendation of awarding the contract to Integrated Solutions Group. As they are the more reliable, responsive and established company.

Respectfully Submitted

Jamie Goodwin

A handwritten signature in cursive script that reads "Jamie Goodwin".

Harwich Channel 18



Marty Feldman



**INTEGRATED  
SOLUTIONS GROUP**  
Broadcast | Lighting | Design  
A Division of The Camera Company

**Integrated Solutions Group**  
830 West Chestnut Street  
Brockton, MA 02301  
781-769-7810 fax 781-769-5750  
mfeldman@isgboston.com  
www.isgboston.com

**QUOTE**

Name Jamie Goodwin / jgoodwin@towm.harwich.ma.us  
Company Harwich Channel 18  
Address 100 Oak Street  
City Harwich State MA Zip 02645  
Phone 508-430-7569

Date 8/27/2018  
Valid for 30 Days  
Rep Marty Feldman  
Quote # Q180827.3.Hrwch

Qty	Description	Unit Price	TOTAL
1	*Broadcast Pix BPSwitch FX4 4 SDI / 2 NDI (*Price valid only with Broadcast Pix registration that is currently pending, Will confirm within 24 hours.)	\$9,699.00	\$9,699.00
1	Middle Atlantic PTRK-14 Rack	\$585.00	\$585.00
2	Sony SRG300SE PTZ HD Camera (specify WHT or BLK) (includes all rebates and discounts)	\$2,525.00	\$5,050.00
2	Vaddio 535-2000-230 Wall Mount	\$105.00	\$210.00
1	Decimator DD-HX converter	\$295.00	\$295.00
1	Optoma EH500 HD Video projector NOTE: The Da-Lite screen requested is DISCONTINUED.	\$1,169.00	\$1,169.00
1	Da-Lite recommended their 96198 Model B as a substitution. Screen size is 37-1/2" x 67".	\$195.00	\$195.00
1	Chief RPAU Universal Projector Mount	\$175.00	\$175.00
<b>Martin P. Feldman, Vice President</b>			
		<i>Subtotal</i>	\$17,378.00
		Tax	EXEMPT
		SHIPPING	Additional
		<b>TOTAL(not including S&amp;H)</b>	<b>\$17,378.00</b>

Terms: Net 30. Freight additional. Quotation valid for 30 days.

Video Production, Lighting, Presentation Equipment and Integration

# 1 Access Media Inc

The Best Product, Service and Support

# Quote

Victoria Roane

Date	August 29, 2018
Valid Until	September 28, 2017
Quote #	100180829
Customer ID	HarwichMA18

### Customer

Jamie Goodwin  
Harwich CH18  
100 Oak St.  
Harwich, MA 02645  
508-430-7569

### Quote/Project Description

Small Meeting Room Equipment

Description	Line Total
(1) Broadcast Pix BPSwitch FX4	9,250.00
(1) Middle Atlantic Equickment Rack PTRK-14	670.00
(2) Sony PTZ Cameras	5,250.00
(2) Vaddio Wall Mount Brackets 535-2000-230	225.00
(1) Decimator MD-HX converter	300.00
(1) Optoma Video Projector 4700 Lumens EH500	1,125.00
(1) Da-Lite manual projector screen 38833	260.00
(1) Projector ceiling mount Chief RPAU	160.00

### Special Notes and Instructions

Once signed, please Fax, mail or e-mail it to the provided address.  
Shipping and Handling typically 1% total, to be applied at time of invoice.

Subtotal \$ 17,240.00

Total \$ 17,240.00

Above information is not an invoice and only an estimate of services/goods described above.  
Terms: Payment is due upon receipt and interest accrues at the the rate of 1.5%/mo on the unpaid balance.  
If payment is made within 10 days of receipt of the invoice, you may deduct 1.0% from the balnce due.

Please confirm your acceptance of this quote by signing this document

Signature

For Office

Date

**Thank you for your business!**

Should you have any enquiries concerning this quote, please contact Victoria Roane at

614 Nashua St. #212, Milford, NH, 03055  
Tel: 844-908-9418 E-mail: VR@1AccessMedia.com



Jamie Goodwin

G & G Technologies

**From:** Paul L. Plotkin <paul@ggvideo.com>  
**Sent:** Monday, August 27, 2018 4:50 PM  
**To:** Jamie Goodwin  
**Subject:** Harwich Small Meeting Room

Hiya Jamie

Hope all is well

Thanks for reaching out to us.

Your Broadcast Pix is already registered to another integrator, so there is no way I can be competitive on your quote. If you would consider the JVC PTZs instead of Sony, I may be able to quote you and make up the difference in discount structure.

That's because G&G is JVC Pro's 2<sup>nd</sup> largest JVC dealer in the country. Every year we purchase the equipment used at the JVC NAB booth. Every unit is covered by a full JVC warranty. Every unit is also very **heavily discounted**. We have JVC KYPZ100 NAB demos for 2295.00 your cost.

Is there installation involved or is this simply a box sale?

Looking forward to hearing from you

All the best

P



Paul L. Plotkin  
G&G Technologies  
280 N. Midland Ave, Bldg "F"/Ste#202  
Saddle Brook, NJ 07663  
201 791 1400 Corp  
401 294 4453 Direct  
[www.ggvideo.com](http://www.ggvideo.com)

*When all is said and done, there is usually more said than done. Say less, do more.*

**Jamie Goodwin**

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**From:** Menucha Kotliar <menuchako@bhphoto.com>  
**Sent:** Tuesday, August 28, 2018 5:30 PM  
**To:** Jamie Goodwin  
**Subject:** Re: Quote for Harwich MA

Thank you for your quote request.

I have generated quote 757647550 for you.

Please note that we do not carry the first item on your RFQ.

Your quote is currently being priced out. Once it is complete I will send it to you.

Best,

**Menucha Kotliar**

Government & Education Sales

Phone: [800-947-8003](tel:800-947-8003) ext

Fax: [212-239-7759](tel:212-239-7759)

Website: [www.bhphotovideo.com](http://www.bhphotovideo.com)

----- Original Message -----

From: Jamie Goodwin [jgoodwin@town.harwich.ma.us](mailto:jgoodwin@town.harwich.ma.us)  
Sent: 2018-08-27 19:12:45Z  
Subject: Quote for Harwich MA

Hello Menucha

May I please have a quote for the attached items

Jamie Goodwin

Harwich Channel 18

Station Manager

508-430-7569





420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600  
1-800 947-9950

DIGITAL PHOTO 1-212 444-6700  
1-800 947-9978

VIDEO 1-212 444-5000  
1-800 947-9910

PRO AUDIO 1-212 444-5070  
1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

The Professional's Source

www.bhphotovideo.com

Federal ID#: 13-2768071

Prices Are Valid Until: 09/12/18 Quote No.: 757647550

Sold To: **Jamie Goodwin**  
Harwich Channel 18  
Accounts Payable  
100 Oak Street  
Attn: Jamie Goodwin  
HARWICH, MA 02645

Ship To:  
Harwich Channel 18  
100 Oak Street  
Attn: Jamie Goodwin  
HARWICH, MA 02645

Bill Phone: (508)432-7569  
Work Phone: (508)430-7569 Ext.:A/P  
Fax Phone: (508)432-2239 Ext.:FAX

(508)432-7569  
X

Date	Customer Code	Terms	Salesperson	Ship Via
08/28/18	10971695	N/A	52T	MULTIPLE

Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
1		MIDDLE-ATLANTIC PTRK14 14SP 24" PORTABLE ROLLING/REG	MIPTRK14 (PTRK14)	634.31	634.31
2		SONY 3G-SDI & IP LIVE STREAMING PTZ CAM-BLK/REG	SOSRG300SEB (SRG300SE)	2,399.00	4,798.00
2		VADDIO THIN PROFILE WALL MT BRCKT f/HD18 BLK/REG	VACVHD18WMB (5352000230)	99.00	198.00
1		DECIMATOR HDMI/SDI CROSS CONVERTER w/SCALING&FRC/REG	DEDDHX (DDHX)	260.00	260.00
1		OPTOMA-TECHNOLO 1080P 4700LM VGA/3D/16w AUD 3YR W/REG	OPEH500 (EH500)	1,099.00	1,099.00
1		DALITE EASY INSTALL w/CSR 38x68"- MATTE WHITE/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	DAEI3868MW (38833)	229.00	229.00
1		CHIEF RPAU INVRTD LCD/DLP PRJCTR CLNG MNT-BK/REG	CHRPAAU (RPAU)	139.00	139.00

Continued on Next Page ...

BNH\_quote

420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770



**PHOTO**  
1-212 444-6600  
1-800 947-9950

**DIGITAL PHOTO**  
1-212 444-6700  
1-800 947-9978

**VIDEO**  
1-212 444-5000  
1-800 947-9910

**PRO AUDIO**  
1-212 444-5070  
1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

The Professional's Source

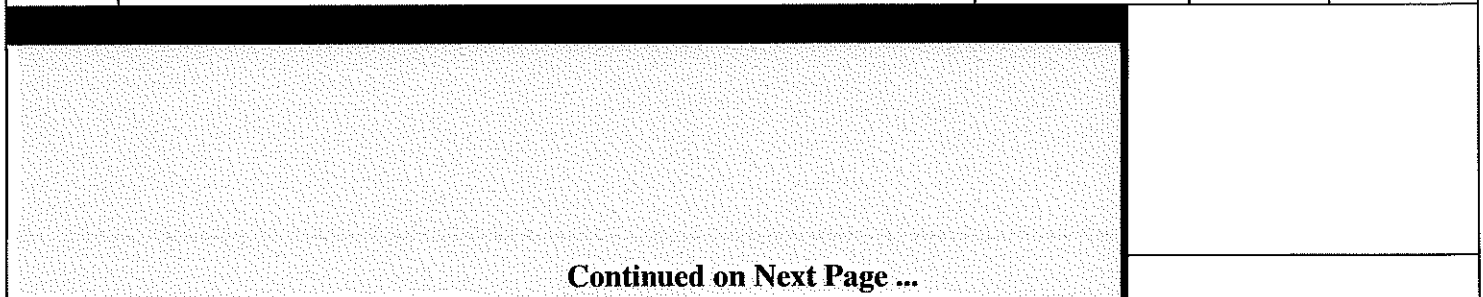
[www.bhphotovideo.com](http://www.bhphotovideo.com)

Federal ID#: 15-2768071

Quote No.: 757647550

Date	Customer Code	Terms	Salesperson	Ship Via
08/28/18	10971695	N/A	Slsm	MULTIPLE

Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
<p>PLEASE NOTE: -----</p> <p>*****UPCOMING SCHEDULE CHANGE *****</p> <p>We will be open on Labor Day, Monday September 3 from 10:00 AM - 7:00 PM</p> <p>*****</p> <p>We will be closing on Sunday September 9th, at 1:00 PM</p>					



Continued on Next Page ...

BNEI\_quote



420 Ninth Avenue, New York, NY 10001 • Fax: 212.239.7770

PHOTO 1-212 444-6600  
1-800 947-9950

DIGITAL PHOTO 1-212 444-6700  
1-800 947-9978

VIDEO 1-212 444-5000  
1-800 947-9910

PRO AUDIO 1-212 444-5070  
1-800 947-1183

To Inquire About Your Order Tel: 212.239.7765 - 800.221.5743 • Fax: 212.239.7549 - 800.947.2215

The Professional's Source

www.bhphotovideo.com

Federal ID#: 13-2768071

Quote No.: 757647550

Date	Customer Code	Terms	Salesperson	Ship Via
08/28/18	10971695	N/A	Slsn	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
	<p>and will remain closed thru Tuesday September 11th            We will reopen Wednesday September 12, at 9:00 AM            *****            We will be closed on Tues Sept 18 through Weds Sept 19th            We will reopen Thursday Sept 20th at 9:00 AM            *****            We will be closing on Sunday September 23, at 1:00 PM            We will remain Closed through Tues Oct 2nd            and will reopen Wednesday October 3rd at 9:00 AM            *****            **** Please reference your quote number on all PO's ****            Certain items may be enforced by vendor to sell at the            vendor-imposed price posted at the time of order.</p>			

Payment Type -	- Amount	Sub-Total:	7,357.31
CASH	7,357.31	Shipping:	Free STND
		Total:	7,357.31

### BUDGET/WARRANT TIME LINE 2018-2019

Friday, August 24, 2018	Capital Budget Instructions submitted by T A to Departments	
Friday, September 21, 2018	Deadline for submission of Department Capital Budgets to the T A	
Monday, September 24, 2018	TA presents BOS with 5-Year Financial Plan	Charter 9-2-1/on or before October 1 <sup>st</sup>
Monday, October 1, 2018	MRSD meeting with B O S and Fincom to discuss enrollments by class and demographics, including a five year projection of same.	
Monday, October 1, 2018	Deadline for submission of Community Preservation requests	
Monday, October 1, 2018	BOS Budget Message to guide TA in developing budget Requests - Including Board agreed to goals	Charter 9-2-2/on or before the first Tuesday in October
Monday, October 22, 2018	Capital Outlay Committee submits 7-yr Capital Outlay plan to T A	
Wednesday, October 31, 2018	Operating Budget instructions submitted to departments by T A	
Monday, November 12, 2018	Preliminary meeting with B O S and Fincom to discuss budget guidelines for the FY 20 MRSD budget	
Friday, November 30, 2018	Deadline for submission of department operating budgets to T A	Charter 9-2-3/on or before the 1 <sup>st</sup> Friday of December
Friday, November 30, 2018	Deadline for submission of departmental warrant articles to T A	
Monday, December 10, 2018	B O S Review and discussion of potential warrant articles	
<b>TBD</b>	Meeting with B O S and Fincom to discuss initial look at MRSD FY 18 budget	
Monday, December 10, 2018	TA submits 7-yr Capital Outlay Plan to joint meeting of BOS/ Finance Committee	Charter 9-6-3/during the month of December
<b>TBD</b>	MRSD School Vacation	
Monday, January 7, 2019	BOS/FINCOM/Capital Outlay Committee hold joint Public Hearing on submitted Capital Outlay Plan	Charter 9-6-4/on or before the 2 <sup>nd</sup> Friday in January
Friday, January 25, 2019	All items to be bid must have specifications in TA's office by 12:00 P.M. to be assured of bid process for Town Meeting	
Monday, January 28, 2019	Meeting with B O S and Fincom to discuss first draft budget and five-year plan with MRSD and Cape Cod Tech	
February – March	Fincom review of budgets and articles	
Monday, February 4, 2019	Last BOS meeting before Annual Warrant closes	
Friday, February 8, 2019	Article deadline – Warrant closes Noon deadline	Charter 2-2-1/Bylaw 1-101 2 <sup>nd</sup> Friday in February by 12:00 Noon



Monday, February 11, 2019	TA presents budget and budget message to B O S and Fincom	<b>Charter 9-2-4/on or before the 2<sup>nd</sup> Tuesday of February</b>
<b>TBD</b>	MRSD School Vacation	
Tuesday, February 19, 2019	1 <sup>st</sup> draft Warrant to BOS (presented at meeting)	
Tuesday, February 19, 2019	Articles submitted to Finance Committee by B O S	<b>General By-Laws I, § 271-1.B. Not later than 14 days after article deadline</b>
Monday, February 25, 2019	BOS required to submit final budget to Finance Committee	<b>Charter 9-3-2 / on or before the 4<sup>th</sup> Tuesday of February</b>
February 2019	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
<b>Saturday, March 2, 2019 (Tentative)</b>	Selectmen and Finance Committee Budget Presentations	
Monday, March 4, 2019	Joint budget/article hearing BOS/Finance Committee	
March, 2019	BOS reviews Warrant articles	
Monday, March 4, 2019	VOTE to sign <b>final</b> Annual Town Meeting Warrant	<b>No new information or changes will be added to the Warrant after this date</b>
Monday, March 4, 2019	Vote to open Special Town Meeting Warrant	<b>All Special Town Meeting Articles must be received 40 days prior to STM</b>
No later than Monday, March 18, 2019	Article funding review by B O S	
Monday, March 18, 2019	BOS votes Special Warrant BOS votes Ballot	
<b>not later</b> than Monday, March 25, 2019	FINCOM submits written recommendations on Budget/Warrant.  Joint budget /article hearing with B O S and Fincom reconcillation	<b>Charter 9-3-3/by March 31<sup>st</sup></b>
<b>Not later</b> than Monday, March 25, 2019	Fincom conducts one or more hearings on budget	<b>Charter 9-3-3 by March 31<sup>st</sup></b>
March 25, 2019	Ballot to Town Clerk	
Monday, April 1, 2019	Send Warrant to Printer Send Warrant to Chronicle <b>(April 18<sup>th</sup> publication)</b>	Printer needs 2 weeks. Chronicle needs 1 week before publish date
Friday, April 19, 2019	Warrants available for public distribution	<b>Charter 2-2-2/14 days prior to Town Meeting</b>
<b>TBD</b>	MRSD School Vacation	
Monday, May 6, 2019	First night of Annual Town Meeting and Special Town Meeting	<b>Charter 2-3-1/1<sup>st</sup> Monday in May</b>
Tuesday, May 21, 2019	Annual Town Elections	<b>Charter 8-1-1/3<sup>rd</sup> Tuesday in May</b>

▷ Cranberry Valley Golf Course = Oak St  
▷ SAQ House = Route 28.

**Ann Steidel**

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**From:** Ann Steidel  
**Sent:** Thursday, August 23, 2018 2:14 PM  
**To:** 'Jessica.elder@eversource.com'  
**Cc:** John Rendon; Roman Greer; Christopher Clark; Evan Melillo; Robert Cafarelli; Raymond Chesley  
**Subject:** Easement for 715 Route 28, Harwich Port (Harbormaster Building) & Easement for Golf Course

Jessica,

Our office is in receipt of your letter of June 25, 2018 regarding the need for an easement at 715 Route 28, Harwich Port (Harbormaster's Building).

Granting the easement will require a Town Meeting vote and may also require state legislative approval. A license agreement between the Town and Eversource should suffice until we get the necessary approvals. I have a draft license but need to include the following items which Eversource would need to supply:

- (a) describe exactly what it is that Eversource will be doing on the Town property and what equipment it is permitted to install,
- (b) a plan, which can be a sketch plan, showing the portion of the property that Eversource is needs to use; and
- (c) whether the equipment that Eversource will be allowed to install is there to serve only the Town property or if Eversource is asking to use Town property to serve its other customers.

Once I receive this information from you, I can place the license agreement on a Board of Selectmen agenda for consideration.

Also, please be aware that we will need to take a similar approach at the municipal Golf Course on Oak Street for service from the existing meter at the current maintenance shed to the new cart barn which is being constructed.

I will wait to hear from you.

*Ann Steidel  
Support Staff Supervisor  
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*

## Ann Steidel

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**From:** Shirin Everett <SEverett@k-plaw.com>  
**Sent:** Thursday, July 19, 2018 3:25 PM  
**To:** Ann Steidel  
**Cc:** Christopher Clark; John Giorgio; Evan Melillo; Robert Cafarelli; John Rendon  
**Subject:** HARW: Eversource Easement for Harbormaster Building - License  
**Attachments:** Eversource Easement for Harbormaster Building.pdf; KP-#641641-v1-HARW\_Eversource\_License\_Agreement.DOC

**Categories:** Red Category

Hi Ann,

I note that the Town acquired the property for the purpose of “recreation.” As you know, if the Town acquires property for open space or conservation (or for certain other) purposes, the Town cannot grant an easement on such property unless it obtains a 2/3rds vote of each house of the state legislature, in addition to a vote of Town Meeting. The courts have not decided if recreation land is subject to these requirements, particularly, as is the case here, where the land is heavily improved and/or altered. In reviewing GoogleEarth, it appears that the property (or at least this portion) consists of a building and a large paved parking area, so it does not appear that the intent is to preserve the property (or this portion) in its natural condition.

Granting the easement will require a Town Meeting vote and may also require state legislative approval. A license should work until we get the necessary approvals. I have prepared a draft license that has a few blanks. We need to (a) describe exactly what it is that Eversource will be doing on the Town property and what equipment it is permitted to install, (b) attach a plan, which can be a sketch plan, showing the portion of the property that Eversource is allowed to use; and (c) specify whether the equipment that Eversource is allowed to install is there to serve only the Town property or if Eversource can use the Town property to serve its other customers.

Please let me know if you have any questions.

Shirin

Shirin Everett, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
O: (617) 654 1731  
F: (617) 654 1735  
[severett@k-plaw.com](mailto:severett@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

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**From:** Ann Steidel [<mailto:asteidel@town.harwich.ma.us>]

**Sent:** Wednesday, July 18, 2018 2:34 PM

**To:** John Giorgio <[JGiorgio@k-plaw.com](mailto:JGiorgio@k-plaw.com)>

**Cc:** Christopher Clark <[cclark@town.harwich.ma.us](mailto:cclark@town.harwich.ma.us)>; Evan Melillo <[emelillo@town.harwich.ma.us](mailto:emelillo@town.harwich.ma.us)>; Robert Cafarelli <[rcafarelli@town.harwich.ma.us](mailto:rcafarelli@town.harwich.ma.us)>; John Rendon <[irendon@town.harwich.ma.us](mailto:irendon@town.harwich.ma.us)>

**Subject:** Eversource Easement for Harbormaster Building

Hi John,

Chris asked me to send you the attached easement paperwork for the new Harbormaster Building for your review. Would this require Town Meeting approval? If so, could we do a License Agreement in the meantime?

Many thanks –

Ann

*Ann Steidel  
Support Staff Supervisor  
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*

June 25, 2018

Town of Harwich  
732 Main Street  
Harwich, MA 02645

Re:715 Rt 28(Harbor Master Bldng)-Harwich W/O2220582-FO Pole#450/1.5 on Private Property

To Whom It May Concern

Enclosed is an easement information form that needs to be completed in order to service the above property. Please return the form and attach a copy of the Deed to the property, this will expedite the rights process. Once you have completed the form you can scan the form to me at [Jessica.Elder@Eversource.com](mailto:Jessica.Elder@Eversource.com) or mail the form to my attention Jessica Elder C/O EVERSOURCE, 484 Willow Street, West Yarmouth, MA 02673.

When the easement paperwork is completed it will be emailed/mailed to you for your signature and to be notarized. Once that is complete it will have to be mailed to me at the address above as the Registry of Deeds requires original signatures and notary stamp. If the property is under an LLC and the land is registered in Land Court please supply an original with Gold Embossed Stamp "Certificate of Good Standing" that is no more than 60 days old.

If you have any questions regarding the easement, please do not hesitate to contact me at the email address below. All other questions regarding this job should be directed to the Customer Service Engineer assigned to this job.

Warm Regards,

*Jessica Elder*

Jessica Elder  
Right of Way Agent  
NSTAR Electric  
d/b/a EVERSOURCE ENERGY  
[Jessica.elder@eversource.com](mailto:Jessica.elder@eversource.com)

**EVERSOURCE ENERGY**  
**EASEMENT INFORMATION FORM**  
**JESSICA ELDER – EMAIL – Jessica.Elder@Eversource.com**

W/O # 2220582

TOWN Harwich

CUSTOMER NAME: Town of Harwich

PHONE # 508-430-7513 x2 \*\*EMAIL\*\* celark@town.harwich.ma.us

ADDRESS OF EASEMENT PROPERTY (HOUSE/LOT #) 715 Rt 28  
Harwich

MAILING ADDRESS 732 Main St., Harwich, MA 02645

PROPER NAME ON DEED\*\* Town of Harwich - Selectmen

BOOK # \*\* 1231 PAGE # \*\* 360 PLAN BOOK #\*\* 181/73

Only if recorded in Land Court

LAND COURT CERT# \* \_\_\_\_\_ DOCUMENT # \* \_\_\_\_\_

PREVIOUS OWNER \*\* See attached list

YEAR OF PURCHASE \*\* \_\_\_\_\_

**\*\*CONTACT NAME (IF NOT OWNER)\*\*** \_\_\_\_\_

Person responsible for signing easement & their title if not owner-President/Manager etc.

**\*\*\*\*\*PLEASE INCLUDE A COPY OF THE DEED TO THE PROPERTY\*\*\*\*\***

**FOR OFFICE USE**

ECSD N. Lomuscio

POLE OR UG NUMBERS – Pole#450/1.5

REASON FOR EASEMENT access to equipment on Private Prop

MAILED/EMAILED EASEMENT INFORMATION FORM(EIF) 06/23/18

RECEIVED EIF FROM CUSTOMER \_\_\_\_\_

MAILED/EMAILED EASEMENT TO CUSTOMER \_\_\_\_\_

RECEIVED EASEMENT FROM CUSTOMER \_\_\_\_\_

RECORDED \_\_\_\_\_ BOOK# \_\_\_\_\_ PAGE# \_\_\_\_\_

COPY TO PLANNER \_\_\_\_\_ COPY TO TELCO \_\_\_\_\_ PASSPORT W \_\_\_\_\_ F \_\_\_\_\_



Key: 10566

Town of HARWICH - Fiscal Year 2018

6/25/2018 9:27 am SEQ# - 1

LEGAL LAND

DETACHED

BUILDING

BUILDING

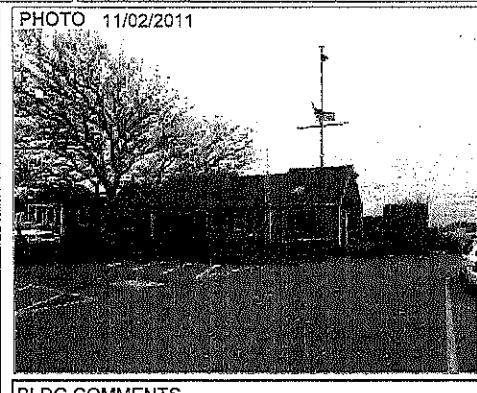
CURRENT OWNER				PARCEL ID				LOCATION			
HARWICH TOWN OF - SELECTMEN SAQUATUCKET HARBOR 732 MAIN ST HARWICH, MA 02645				15-T3-0				715 ROUTE 28			
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)				
HARWICH TOWN OF - SELECTM				12/26/1963	E	36	1231-360				

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD	
9310	100	IMP.SELECT/CITY CNCL				1	1 of 1	
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
928	01/17/2018	1	NEW CONST	1,639,400				0
867	12/18/2017	4	DEMO	63,000	01/01/2018	DM	100	100
671/92	09/12/2017	55	SPLIT/SUB-NO		06/11/2018	EMZ	0	0
		56	CYCL-NO GR		11/01/2011	MO	100	100
260	04/28/2004	3	ALTERATIONS		02/23/2005	MO	100	100

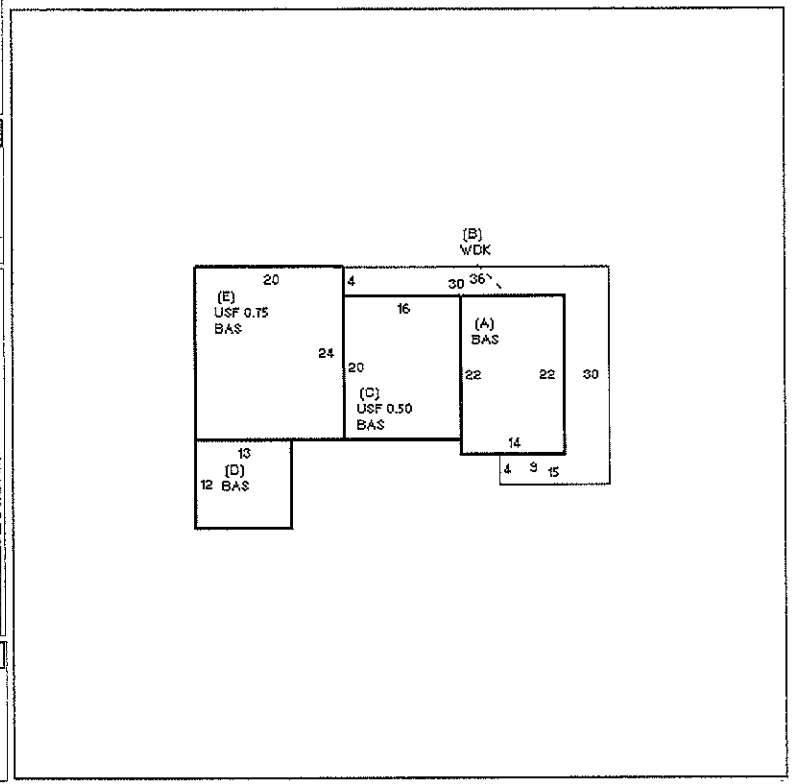
CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE				
100	S	40,000	16	1.00	DCK	1.00	100	1.00	1,995,000	1.00	100	1.00	8	13.30		1,831,960
200	A	4,590	16	1.00	1	1.00	100	1.00	997,500	1.00	100	1.00	8	13.30		4,578,530
300	A	14,792	16	1.00	1	1.00	100	1.00	155,610	1.00	100	1.00	8	13.30		2,301,780

TOTAL	20.300 Acres		ZONING	FRNT	0			ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 16		NOTE	LAND	8,712.300			8,048.600		
Inf1	DOCK/SLIP			BUILDING	70.600			70.300		
Inf2	FACTOR 100			DETACHED	2,378,500			2,270,000		
				OTHER	0			0		
				TOTAL	11,161.400			10,388.900		

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
APV	A	1.00	A 0.75		120,000	1.10	99,000
S/V	A	1.00	A 0.75 DOCKS/SLIPS		960,000	2.10	1,512,000
S/V	A	1.00	A 0.75 WATER MAIN	1991	40,000	2.10	63,000
S/V	A	1.00	A 0.75 BULK HEAD		275,000	2.10	433,100
S/V	A	1.00	A 0.75 FUEL DOCK	1993	70,000	2.10	110,300
S/V	A	1.00	A 0.75 BUBBLER	1990	100,000	2.10	157,500
S/V	A	1.00	A 0.75 FLAG POLE		1,000	2.10	1,600
SHF	A	1.00	E 1.00:8 X 8	2011	64	16.05	1,000
SHF	A	1.00	A 0.75:7 X 12	1989	84	16.05	1,000



BUILDING	CD	ADJ	DESC	MEASURE	11/1/2011	MO
MODEL	5		CIM	LIST	11/1/2011	MO
STYLE	20	1.36	OFFICE BUILDING [100%]	REVIEW	12/21/2011	DS
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	0.99	WOOD FRAME [100%]			



YEAR BLT	1975	SIZE ADJ	1.240	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
NET AREA	1,784	DETAIL ADJ	1.250	FOUNDATION	2	SLAB	1.00	+	BAS	L	BASE AREA	1,264	1975	96.64	122,155
\$NLA(RCN)	\$101	OVERALL	1.000	EXTERIOR WALL	1	WOOD SHINGLES	1.00	B	WDK	N	WOOD DECK	336		25.32	8,509
CAPACITY				ROOF STRUCTURE	1	GABLE	1.00	+	USF	L	UP-STRY FIN	520	1975	96.64	50,254
STORIES	1.75	UNITS	1.00	ROOF COVER	1	ASPH/COMP SHIN	1.00								
% HEATED	100	ADJ	1.00	FLOORING	9	CONCRETE	0.95								
% A/C	0		1.00	INT FINISH	1	PLASTER	1.04								
% SPRINKLERS	0		1.00	H.V.A.C.	1	FORCED AIR	1.00								
				FUEL SOURCE	1	OIL	1.00								

TOTAL RCN	180,918
CONDITION ELEM	CD
EFF.YR/AGE	1975 / 41
COND	61 61 %
FUNC	0
ECON	0
DEPR	61 % GD 39
RCNLD	\$70.600





1231  
361

Inhabitants of the Town of Harwich while acting under Article 51 of the Warrant for the Annual Town Meeting of said Town duly called and held on March 5, 1963, as will more particularly appear by reference to the records of the Town Clerk of said Harwich, and by virtue of every other power us hereto enabling, having complied with all preliminary requirements prescribed and directed by law, do hereby order the taking and do hereby and for recreational purpose take the fee simple by eminent domain, for and on behalf of said Town of Harwich, under the provisions of Chapter 79 of the General Laws (Ter.Ed.) and acts in amendment thereof or in addition thereto, in the lands situated in the village of South Harwich, within said Town of Harwich, being shown and delineated on a plan entitled, "Plan Of Land Situated In The Andrews River Meadow At South Harwich Massachusetts as surveyed for the TOWN OF HARWICH", said plan being dated October 1963, which said plan shall be recorded with a copy of this Order of Taking in the Barnstable County Registry of Deeds and made a part of this Order.

The land hereby taken is described in accordance with said plan as follows:

Beginning at a concrete bound at the northwesterly corner of the premises and in the South-easterly sideline of Massachusetts State Highway, Route 28, opposite center-line station 179 + 22.00 on the 1902 layout, Sheet 4; Thence N-54°51'15" - E by the Southeasterly sideline of said State Highway, 150.00 feet; Thence S-35°08'45" - E 100.00 feet; Thence S-80°43'55" - E 400.00 feet; Thence S-30°11'55" - E 220.00 feet; Thence S-4°38'10" - E 68.85 feet; Thence S-35°30'30" - E 58.08 feet; Thence S-2°56'20" - W 89.85 feet; Thence S-13°18'20" - E 67.34 feet; Thence S-45°20'20" - E 54.38 feet; Thence S-9°13'30" - E 108.79 feet; Thence N-55°39'40" - W 197.38 feet; Thence S-35°29'00" - W 209.79 feet; Thence S-33°40'20" - E 263.47 feet; Thence S-13°19'40" - W 77.38 feet; Thence S-36°32'20" - E 99.50 feet; Thence S-11°18'40" - E 192.02 feet; Thence S-25°56'20" - W 109.58 feet; Thence S-66°20'50" - W 90.79 feet; Thence N-57°44'10" - W 76.31 feet; Thence N-53°30'25" - W 242.50 feet; Thence N-76°26'10" - W 116.92 feet; Thence S-41°58'00" - W 460.00 feet; Thence S-35°42'00" - W 116.82 feet; Thence S-22°25'00" - W 315 feet, more or less, to the waters of Nantucket Sound; Thence Westerly by the waters of Nantucket Sound to a point on the production of a line which is parallel with and 150 feet Northwesterly from the last mentioned course; Thence N-22°25'00" - E 450 feet, more or less, to a point on the boundary line between Lot 4 and Lot 5 as shown on Land Court Plan 12531-B Sheet 3; Thence N-35°42'00" - E 560 feet; Thence N-2°28'00" - W 395.00 feet; Thence N-1°40'00" - E 400.00 feet; Thence N-7°18'10" - W 328.60 feet to the concrete bound at the point of beginning. Said land is shown on said plan as Parcels 1 to 36 inclusive.

The names of the owners, so far as known, of the land included in this Taking, and the areas taken, and the awards made are as follows:

Parcel taken	Owner	Area taken in acres	Award
✓1.	Frank H. Thompson	about .415	\$1.00
✓2.	Francis A. Downey	about .215	\$1.00
✓3.	Robert Lally	about .382	\$1.00
✓4.	John J. Grullemans	about .070	\$1.00
✓5.	✓John J. Grullemans l.c. of. 30334- b 235 - p 74	about .081	\$1.00
✓6.	Marion M. Raymond or heirs of	about .205	\$1.00
✓7.	Owner unknown	about .436	\$1.00
✓8.	Francis A. Downey	about .278	\$1.00
✓9.	Owner unknown	about 1.352	\$1.00
✓10.	William F. Downey & Julia T. Downey	about .133	\$1.00
✓11.	Frederick P. Dewitt	about .102	\$1.00
✓12.	Frederick P. Dewitt	about .706	\$1.00
✓13.	Ida M. Taylor, Barnabus L. Taylor and Gladys M. Childs	about 1.544	\$1.00
✓14.	Geraldine B. Larkin	about .654	\$1.00
✓15.	Harwich Real Estate Trust	about .308	\$1.00

Parcel taken	Owner	Area taken in acres	Award
✓16.	Heirs of David M. Howes and Mary J. Clark Franklin S. Murray, O. Thomas Murray, Edith P. Robbins, Dorothy N. Chase and B. Harriett Foss	about .205	\$1.00
✓17.	Harwich Real Estate Trust	about .150	\$1.00
✓18.	Harwich Real Estate Trust	about .131	\$1.00
✓19.	Cora D. Chase, Lorenzo W. Doane, Cora E. Chase, Sylvia C. Baker and Leander Greek	about .236	\$1.00
✓20.	Owner unknown	about .222	\$1.00
✓22.	Bertha W. Joslin, Henry T. Raymond, and Ensign L. Raymond, or their heirs	about .197	\$1.00
✓21.	Owner unknown	about .215	\$1.00
✓23.	Owner unknown	about .387	\$1.00
✓24.	✓Maripaul Realty Corporation ✓		

	Land Court Certificate of Title #24522 Land Registration Book 187 - Page 22	about 1.639	\$1.00
✓ 25.	Irving W. Pettengill and Gertrude K. Pettengill	about .465	\$1.00
✓ 26.	Irving W. Pettengill and Gertrude K. Pettengill	about .178	\$1.00
✓ 27.	✓ Rudolf Homan and Helen K. Homan Land Court Certificate of Title #4800 Land Registration Book 24 Page 10	about .554	\$1.00
✓ 28.	Owner unknown	about .158	\$1.00
✓ 29.	Owner unknown	about .052	\$1.00
✓ 30.	✓ Rudolf Homan and Helen K. Homan Land Court Certificate of Title #4800 Land Registration Book 24 Page 10	about .440	\$1.00
✓ 31.	✓ Robert G. Nordblom and Marjorie C. Nordblom Land Court Certificate of Title #10323 Land Registration Book 68 Page 103	about .111	\$1.00
✓ 32.	✓ Robert G. Nordblom and Marjorie C. Nordblom Land Court Certificate of Title #10323 Land Registration Book 68 Page 103	about .053	\$1.00
✓ 33.	✓ Taylor Starck and Gretchen P. Starck Land Court Certificate of Title #2090 Land Registration Book 9 Page 193	about .548	\$1.00
✓ 34.	✓ Mychmere Pines Associates Inc. Land Court Certificate of Title #14234 Land Registration Book 101 Page 54	about .145	\$1.00
✓ 36.	Frederick P. Dewitt	about 3.613	\$1.00
✓ 35.	Owner unknown	about 3.698	\$1.00
	Total area of taking - 20.3 acres, more or less.		

All trees upon the land taken are included in the taking and there are no structures affixed thereto.

Adopted and dated at Harwich, Barnstable County, Massachusetts, the 23rd day of December, 1963.

Charles P. Kiwood  
Ralph W. Walt  
Ralph W. Fred

A true copy  
 Attest:  
Ralph W. Fred  
 Clerk, Board of Selectmen

Barnstable, ss., Received December 26, 1963, and is recorded.

We, WARREN R. CRAWLEY and PRISCILLA CRAWLEY, husband and wife, as tenants by the entirety

both of Provincetown, Barnstable County, Massachusetts

being married, for consideration paid, grant to MONARCH AUTO FINANCE CO., INC.

a corporation duly established under the laws of the Commonwealth of Massachusetts, having its usual place of business in the City and County of Worcester,

of

with mortgage covenants to secure the payment of FOUR THOUSAND, FIVE HUNDRED SEVENTY-

ONE and 40/100 - - - - - (\$4,571.40) - - - - - Dollars  
 which sum includes principal of Three Thousand (\$3,000.00) Dollars and  
 interest of One Thousand, Five Hundred Seventy-One and 40/100 (\$1,571.40)  
 Dollars, amortized over a period of Sixty Months in equal monthly  
 installments of \$76.19, all

in ~~years~~ ~~month~~ ~~per~~ ~~annum~~

Discharge in Book 1325 Page 923

# Annual Town Meeting Warrant

March 5, 1962

THE COMMONWEALTH OF MASSACHUSETTS  
Barnstable, SS:

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

Greeting:

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 High School Auditorium in said Town on  
Monday, March 5, 1962, at 12 noon then and there to act on  
Article 1 and afterwards on the following day, Tuesday,  
March 6, 1962, at 7:30 P.M. to meet in Exchange Hall and  
act on the remaining articles.

Polls will be open at 12 noon and will close at 8 P.M.

Pursuant to the law and the warrant, the Town Clerk,  
before the time appointed for the opening of the polls, de-  
livered the ballots, the ballot box with the keys thereto,  
cards, tally sheets and the total vote sheets, all prepared for  
the Town Election, to the presiding officer. The Town Clerk  
examined the warrant and declared it in proper order.

The Tellers, Ballot Box Officer, and the Town Clerk  
opened the ballot box, and found it to be empty, and then  
immediately closed it, and the register showed 00000.

The Tellers, Ballot Box Officer, Warden, Deputy Ward-  
en and the checkers were sworn in at 11:38 A.M. by the  
Moderator, Alan T. Hunt.

The election Officials were:

Warden	Raymond Grayson
Deputy Warden & Asst. Town Clerk	Mervyn A. Hall
Ballot Officer	Calvin G. Eldredge

**Article 80.** To see if the Town will vote to raise and appropriate the sum of five thousand dollars (\$5,000.00) to be used for the purpose of repairing and building up the break-water two hundred (200) feet east of the east jetty at Allen's Harbor entrance and to act fully thereon. By request of the Waterways and Beach Committee.

**Motion:** To accept and adopt, and that the sum of \$5,000.00 be raised and appropriated.

**Action:** So voted.

**Article 81.** To see if the Town will vote to raise and appropriate a sufficient sum of money to purchase and/or take by eminent domain, for recreational purpose, the land in Andrews River area, south of Rte. 28, in South Harwich and more particularly bounded and described as follows: on the north by the State Highway (Rte. 28), 150 feet as shown on a plan hereinafter mentioned; on the east by land of Francis A. Downey, 100 feet; on the northeast by land of said Downey, 400 feet; on the east again by land of William A. Downey et ux 320 feet; on the southeast by land of Rudolf Homan et ux by several courses, a total of 338.50 feet; as shown on said plan; on the southeast again by a private way shown as Weekes Road, being land of said Homan, 120 feet; on the southwest by land of said Homan, 197.38 feet; on the southeast again by land of said Homan, 209.79 feet; on the northeast again by land of said Homan, 368.47 feet; on the east and southeast again by several irregular courses as shown on said plan of land of said Homan, 572 feet; on the southwest again by land of Eleanor Kanab, 240 feet; on the southwest by a different course, still by land of said Kanab, 130 feet; on the southeast again by land of Irving W. Pettingill et al and said Homan, 520 feet; on the southeast again by land of said Homan, 380 feet, more or less; on the south by Nantucket Sound, about 200 feet; on the northwest by land of Wychmere Pines Association, land of Taylor Starck et ux, land of Robert C. Nordblom et ux and land of John J. Grullemans, 1,150 feet and on the northwest again by another course of land of John J. Grullemans, land of Frank H. Thompson and land of Francis A. Downey, 980 feet. The above described land is shown on a plan entitled "Proposed Taking at Andrews River"; on file with the Town Clerk, to which plan reference is made for a more particular description; and to act fully thereon. By request of the Waterways and Beach Committee.

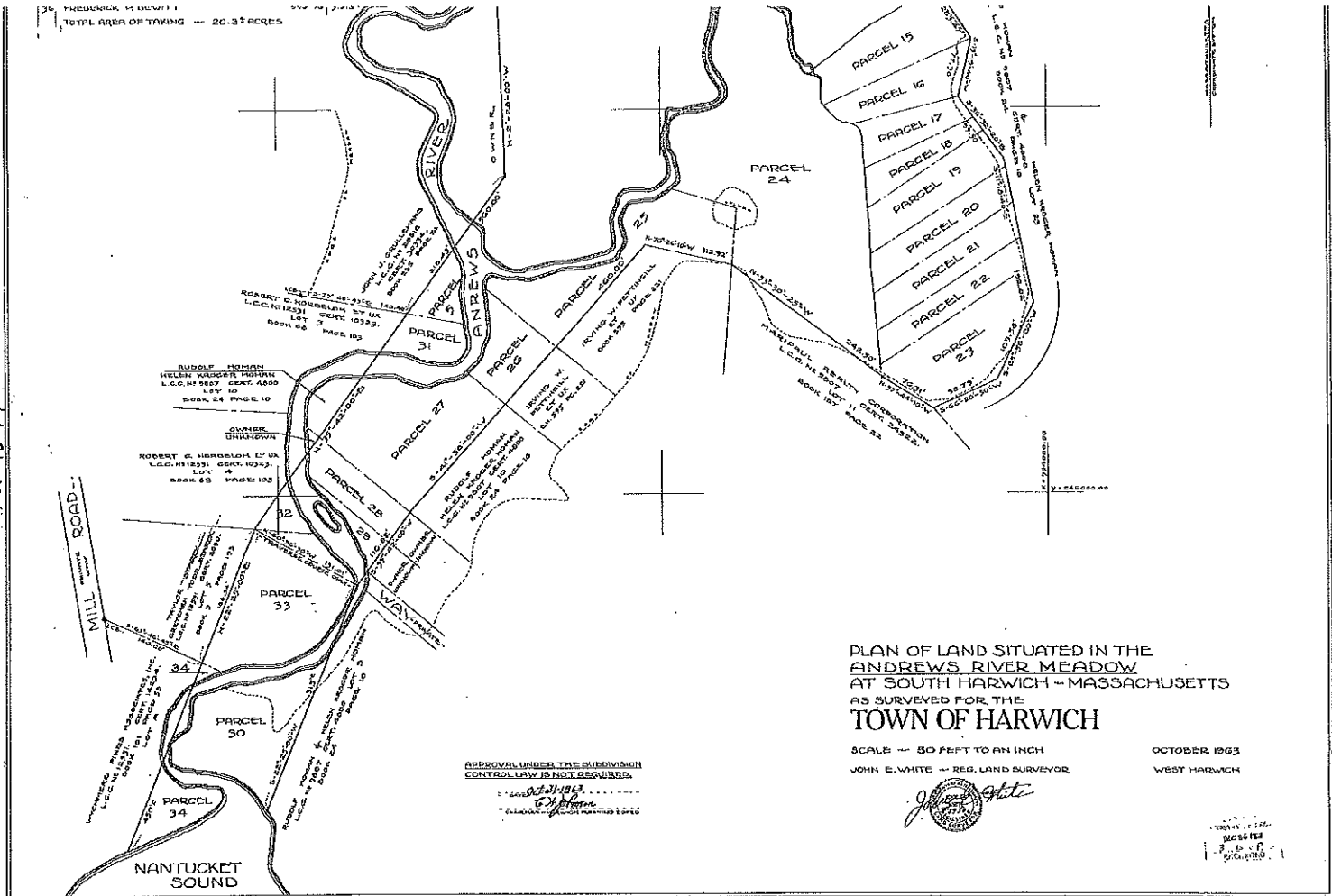
**Motion:** To accept and adopt, and that the sum of \$2,000.00 be raised and appropriated.

**Action:** So voted by standing vote.

Yes: 175 No: 13 2/3 vote necessary.

36 FREDERICK H. HUNTER  
TOTAL AREA OF TAKING - 20.31 ACRES

181-73-21

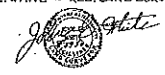


PLAN OF LAND SITUATED IN THE  
ANDREWS RIVER MEADOW  
AT SOUTH HARWICH - MASSACHUSETTS  
AS SURVEYED FOR THE  
TOWN OF HARWICH

SCALE - 50 FEET TO AN INCH  
JOHN E. WHITE - REG. LAND SURVEYOR

OCTOBER 1963  
WEST HARWICH

APPROVAL UNDER THE SUBDIVISION  
CONTROL LAW IS NOT REQUIRED  
DATE: 10/11/63  
BY: [Signature]  
TITLE: [Signature]



181-73-21  
181-73-21  
181-73-21

F-1

181-73

Plan Book 181 Page 78

## LICENSE AGREEMENT

This License Agreement (this "License") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Harwich (the "Town"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of Harwich Town Hall, 732 Main Street Harwich, MA 02645, and NSTAR Electric Company d/b/a Eversource Energy ("Licensee"), having an address of One NSTAR Way, SE 210 Westwood, MA 02090.

Whereas, the Town is the owner of property located at 715 Route 28, acquired by the Town by order of taking recorded with the Barnstable Registry of Deeds in Book 1231, Page 360 (the "Property");

Whereas, Licensee has asked that the Town grant Licensee an easement to allow Licensee to enter and use a portion of the Property for the **purpose of providing service at 715 Route 28, Harwich Port**; and

Whereas, since Harwich Town Meeting will not be held until a later date, which will authorize the grant of the easement, the parties wish to enter into this License to allow Licensee to use a portion of the Property for the foregoing purposes subject to the terms and conditions set forth herein.

Now therefore, for good and valuable consideration, the Town and Licensee agree as follows:

1. USE, PURPOSE. The Town hereby grants Licensee and its employees, contractors, subcontractors and agents the right to enter upon the portion of the Town Property shown as "License Area" (the "Licensed Premises") on the sketch plan attached hereto as Exhibit A and incorporated herein for the sole purpose of **servicing 715 Route 28, Harwich Port** (the "Permitted Uses").

Licensee shall comply with, and shall cause all work performed under this License to comply with all applicable laws, rules, orders, regulations and ordinances, and the Licensee agrees that it shall be solely responsible for obtaining any and all permits and/or approvals necessary to carry out the activities permitted hereunder. Licensee shall be solely responsible for complying with all "Dig Safe" requirements.

Licensee shall, at the Town's reasonable request and at Licensee's cost, take such measures reasonably necessary to ensure the safety of others using and accessing the area of the Licensed Premises and its reasonable vicinity. Licensee shall promptly repair any damages caused by or resulting directly or indirectly as a result of the acts or omissions of the Licensee, at its sole cost and expense.

Licensee shall maintain the Licensed Premises in good and safe order and condition. Licensee shall not bring upon the Property, including, without limitation, the Licensed Premises any oil or any other hazardous substance or hazardous material, as defined under any existing or future arising statutory law, and any rules and regulations promulgated thereunder, or common law ("Hazardous Materials"). Licensee shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises or any portion thereof for labor and material furnished or claimed to have been furnished to Licensee and shall cause any such lien to be released of record forthwith without cost to



the Town.

Licensee accepts the Licensed Premises in their "AS IS" condition, and acknowledges that the Town shall have no obligation to perform any work to make the Licensed Premises suitable for the Licensee's use, and that Licensee shall use the Property at its sole risk.

2. TERM. The right granted to enter upon and use the Licensed Premises for the Permitted Uses may be exercised from the date of the execution of this License by both parties and shall continue until the Town has obtained legislative authorization to grant an easement to Licensee, unless terminated in accordance with this License (the "Term").

3. NO UNREASONABLE INTERFERENCE; RESTORATION. Licensee agrees that it shall at all times conduct itself so as not to unreasonably interfere with the access to or the use of the Property, including, without limitation, the Licensed Premises, by the Town and others entitled thereto. Licensee shall, at its sole cost and expense, promptly repair any damage caused by or resulting directly or indirectly from the acts or omissions of the Licensee and shall restore the Property to the condition it was in prior to the start of such disturbance and/or damage, reasonable wear and tear excepted.

4. INDEMNIFICATION. Licensee shall indemnify, defend, and save the Town harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising out of Licensee's exercise of its rights under this License, except and unless caused by the gross negligence or willful misconduct of the Town.

5. INSURANCE. Licensee and its contractors, subcontractors and agents entering the Licensed Premises shall each maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; \$5,000,000, Umbrella coverage. Such parties shall also maintain workers compensation insurance as required by law.

Prior to entering the Licensed Premises for any reason, Licensee shall provide the Town with a copy of the endorsement in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, or cancellation of the policy to the Town.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance. Licensee's obligations to the Town under this License shall not be limited by the requirement for, or existence or amount of, insurance coverage.

6. TERMINATION. This License may be terminated by the Town at any time for any reason by written notice of termination given at least thirty (30) calendar days prior to the termination date stated within said notice and may terminate this License with at least two (2) business days prior notice if Licensee fails to comply with any of the material terms hereof and/or for public safety reasons. At the expiration of the Term of this License or its prior termination, Licensee shall forthwith remove all equipment, markings, materials, and any other personal property from the Licensed Premises at its sole expense and restore the Licensed Premises to its condition as of the date of this License.

7. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

8. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License. Nothing herein shall constitute a promise or a guaranty that Harwich Town Meeting will authorize the easement.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(d) Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town.

(e) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(f) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(g) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

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

(i) This License is to take effect as a sealed instrument.

The parties hereto have caused this License Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF HARWICH  
By its Board of Selectmen

LICENSEE: NSTAR Electric Company  
(d/b/a Eversource Energy)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

641641/HARW/0129

605305

Exhibit 1

**SCOPE OF WORK**

Exhibit 2

**LICENSED PREMISES**

## LICENSE AGREEMENT

This License Agreement (this "License") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Harwich (the "Town"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, having an address of Harwich Town Hall, 732 Main Street Harwich, MA 02645, and NSTAR Electric Company d/b/a Eversource Energy ("Licensee"), having an address of One NSTAR Way, SE 210 Westwood, MA 02090.

Whereas, the Town is the owner of property located at 715 Route 28, acquired by the Town by order of taking recorded with the Barnstable Registry of Deeds in Book 1231, Page 360 (the "Property");

Whereas, Licensee has asked that the Town grant Licensee an easement to allow Licensee to enter and use a portion of the Property for the **purpose of providing service at 715 Route 28, Harwich Port**; and

Whereas, since Harwich Town Meeting will not be held until a later date, which will authorize the grant of the easement, the parties wish to enter into this License to allow Licensee to use a portion of the Property for the foregoing purposes subject to the terms and conditions set forth herein.

Now therefore, for good and valuable consideration, the Town and Licensee agree as follows:

1. USE, PURPOSE. The Town hereby grants Licensee and its employees, contractors, subcontractors and agents the right to enter upon the portion of the Town Property shown as "License Area" (the "Licensed Premises") on the sketch plan attached hereto as Exhibit A and incorporated herein for the sole purpose of **servicing 715 Route 28, Harwich Port** (the "Permitted Uses").

Licensee shall comply with, and shall cause all work performed under this License to comply with all applicable laws, rules, orders, regulations and ordinances, and the Licensee agrees that it shall be solely responsible for obtaining any and all permits and/or approvals necessary to carry out the activities permitted hereunder. Licensee shall be solely responsible for complying with all "Dig Safe" requirements.

Licensee shall, at the Town's reasonable request and at Licensee's cost, take such measures reasonably necessary to ensure the safety of others using and accessing the area of the Licensed Premises and its reasonable vicinity. Licensee shall promptly repair any damages caused by or resulting directly or indirectly as a result of the acts or omissions of the Licensee, at its sole cost and expense.

Licensee shall maintain the Licensed Premises in good and safe order and condition. Licensee shall not bring upon the Property, including, without limitation, the Licensed Premises any oil or any other hazardous substance or hazardous material, as defined under any existing or future arising statutory law, and any rules and regulations promulgated thereunder, or common law ("Hazardous Materials"). Licensee shall not permit any mechanics' liens or similar liens, to remain upon the Licensed Premises or any portion thereof for labor and material furnished or claimed to have been furnished to Licensee and shall cause any such lien to be released of record forthwith without cost to

the Town.

Licensee accepts the Licensed Premises in their "AS IS" condition, and acknowledges that the Town shall have no obligation to perform any work to make the Licensed Premises suitable for the Licensee's use, and that Licensee shall use the Property at its sole risk.

2. TERM. The right granted to enter upon and use the Licensed Premises for the Permitted Uses may be exercised from the date of the execution of this License by both parties and shall continue until the Town has obtained legislative authorization to grant an easement to Licensee, unless terminated in accordance with this License (the "Term").

3. NO UNREASONABLE INTERFERENCE; RESTORATION. Licensee agrees that it shall at all times conduct itself so as not to unreasonably interfere with the access to or the use of the Property, including, without limitation, the Licensed Premises, by the Town and others entitled thereto. Licensee shall, at its sole cost and expense, promptly repair any damage caused by or resulting directly or indirectly from the acts or omissions of the Licensee and shall restore the Property to the condition it was in prior to the start of such disturbance and/or damage, reasonable wear and tear excepted.

4. INDEMNIFICATION. Licensee shall indemnify, defend, and save the Town harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising out of Licensee's exercise of its rights under this License, except and unless caused by the gross negligence or willful misconduct of the Town.

5. INSURANCE. Licensee and its contractors, subcontractors and agents entering the Licensed Premises shall each maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; \$5,000,000, Umbrella coverage. Such parties shall also maintain workers compensation insurance as required by law.

Prior to entering the Licensed Premises for any reason, Licensee shall provide the Town with a copy of the endorsement in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, or cancellation of the policy to the Town.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance. Licensee's obligations to the Town under this License shall not be limited by the requirement for, or existence or amount of, insurance coverage.



6. TERMINATION. This License may be terminated by the Town at any time for any reason by written notice of termination given at least thirty (30) calendar days prior to the termination date stated within said notice and may terminate this License with at least two (2) business days prior notice if Licensee fails to comply with any of the material terms hereof and/or for public safety reasons. At the expiration of the Term of this License or its prior termination, Licensee shall forthwith remove all equipment, markings, materials, and any other personal property from the Licensed Premises at its sole expense and restore the Licensed Premises to its condition as of the date of this License.

7. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

8. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License. Nothing herein shall constitute a promise or a guaranty that Harwich Town Meeting will authorize the easement.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(d) Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town.

(e) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(f) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(g) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

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

(i) This License is to take effect as a sealed instrument.

The parties hereto have caused this License Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF HARWICH  
By its Board of Selectmen

LICENSEE: NSTAR Electric Company  
(d/b/a Eversource Energy)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

641641/HARW/0129

605305

Exhibit 1

**SCOPE OF WORK**

Exhibit 2

**LICENSED PREMISES**

KP Law Rate Increases:

August 2009      from \$165 per hour to \$170 per hour

September 2015   from \$170 per hour to \$175 per hour

KP Law (Kopelman & Paige) was retained as Town Counsel beginning in 1996.

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA 02645

November 9, 2015

To: Board of Selectmen  
From: Christopher Clark, Town Administrator *CC*  
Charleen Greenhalgh, Assistant Town Administrator *CG*  
Re: Labor and Employment Counsel

We interviewed four (4) potential firms for Labor and Employment Counsel. Below please find a summary in order of preference.

Firm Name	Per Hour	Number of Attorneys Assigned	Other Comments
Feely & Brown, P.C.	\$170 <sup>1</sup>	3	Provides two (2) Trainings per year on any topic the town chooses.
Clifford & Kenny, LLP	\$175 <sup>2</sup>	2 <sup>3</sup>	Flat fee arrangement for unlimited telephone and email access. \$525 per month
Lighthouse Legal Counsel, LLC	\$165 <sup>4</sup>	1	Also provides HR Counsel on Demand, including trainings. \$12,000 annual if also Labor Counsel. \$15,000 annual if only HR services.
Kopelman & Paige, P.C.	\$175 <sup>5</sup>	2 <sup>2</sup>	Provides two (2) Trainings per year on any topic the town chooses and they will perform a complete review of Policies

<sup>1</sup> Does not bill for any other costs like copies or postage.  
<sup>2</sup> Additional Attorneys are available if necessary.  
<sup>3</sup> Portal to portal on travel. Hours billed on a quarter hour basis.  
<sup>4</sup> Hours billed on a 1/10 of an hour (six minutes) increments.  
<sup>5</sup> And under the same terms and conditions as Town Counsel Services provided.

All the firms were extremely strong candidates. Our recommendation is based on who we believe will perform the best in Harwich.

Pursuant to 3-6-1 of the Town Charter, the Board of Selectmen has the power of appointment of the Town Counsel. Would the Board prefer to interview our top two (2) selections or all four (4)?

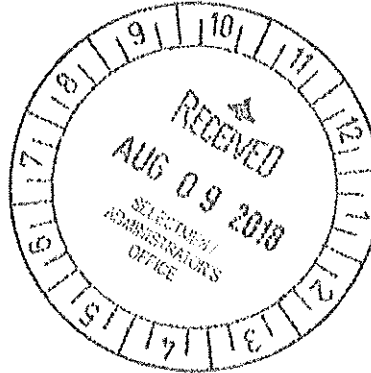


**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

1000 Washington Street, Suite 820  
Boston, MA 02118-6500  
Telephone: (617) 305-3580  
www.mass.gov/dtc

CHARLES D. BAKER  
GOVERNOR  
KARYN E. POLITO  
LIEUTENANT GOVERNOR

JAY ASH  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT  
JOHN C. CHAPMAN  
UNDERSECRETARY  
OFFICE OF CONSUMER AFFAIRS AND  
BUSINESS REGULATIONS  
KAREN CHARLES PETERSON  
COMMISSIONER



August 8, 2018  
Chairman Board of Selectmen  
Town Hall  
732 Main St.  
Harwich MA 02645

Re: License Expiration Notice

Dear Chairman:

According to the Department of Telecommunications and Cable's (Department) records, your cable television license (license) with Comcast Cable Communications, Inc. expires on 8/1/2021. Federal law provides for a formal renewal process that begins between 36 and 30 months before a license expires. As the Issuing Authority, you may begin the process of determining your community's cable-related needs and review Comcast Cable Communications, Inc.'s performance under the current license. This is known as the "ascertainment process." You must notify Comcast Cable Communications, Inc. if you elect to begin the ascertainment process. You may also be required to begin the ascertainment process if you receive a notice from Comcast Cable Communications, Inc. invoking the formal renewal process; you must begin the ascertainment process within six months of receiving such notice.

You may want to form a cable advisory committee (CAC) as part of the formal renewal process and delegate to it certain duties. If you form a CAC, please provide the Department with the name and contact information for at least one CAC member. I have enclosed a fact sheet describing the typical responsibilities of a CAC, and please see M.G.L. c. 268A concerning potential conflicts of interest for both municipal officials and CAC members.

For your convenience, the Department has prepared a "Practical Guide to Cable Television License Renewal" that is available at [www.mass.gov/dtc](http://www.mass.gov/dtc). The Department is also available to advise you regarding your duties and rights during the renewal process. While we cannot assist you with substantive negotiations, we would be happy to meet with you and/or your CAC to discuss procedural requirements.

If you would like to schedule a meeting or if you have any questions regarding the renewal process, please contact the Department at 617-305-3580 or [dte.efiling@mass.gov](mailto:dte.efiling@mass.gov).

Sincerely,  
  
Shonda D. Green  
Department Secretary





## COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

### Cable Advisory Committee

Under Massachusetts regulations, an Issuing Authority ("IA"), such as the mayor of a city or the board of selectmen of a town, may appoint a Cable Advisory Committee ("CAC") to advise the IA throughout the licensing process. 207 C.M.R. § 3.01(3). In many instances, the CAC remains as an active committee throughout the term of the license. Currently, there are over 280 CACs in the Commonwealth. The composition of the CAC is determined by the IA, including the number of members on the CAC.

The IA may, at its discretion, define the role and responsibilities of the CAC to the extent permitted under G.L. c. 166A. Thus, there is almost complete local control as to the tasks assigned to an advisory committee, so long as these tasks do not conflict with the statutory requirements of the IA in G.L. c. 166A. While an IA may delegate to a CAC the authority to negotiate a license agreement, an IA may not delegate authority to execute such an agreement. CAC responsibilities vary according to the current status of the license or the objectives of the IA. The following list includes some typical responsibilities assigned to CACs in the Commonwealth:

- Inform and educate the public about cable television service;
- Assess the cable needs of the community and recommend policy changes;
- Conduct regular meetings with cable company representatives to discuss matters of mutual interest;
- Report to the IA on company compliance with the license;
- Supervise the cable operator's response to complaints;
- Respond to citizen's questions regarding the cable television system; and
- Keep abreast of community programming issues.

CACs are considered "governmental bodies" within the purview of the Massachusetts Conflict of Interest law, G.L. c. 268A.

Recognizing that CACs fulfill an important and valuable link between the IA, the licensee, and the citizens of the community, the Department of Telecommunications and Cable ("Department") seeks to build positive professional relationships with the CACs. The Department's staff works closely with local committees to educate them on the licensing process and improve information-sharing.

The Department's program includes an informational presentation available to communities. Please contact the Department to schedule a presentation or to discuss any cable licensing matter.

# **CABLE TELEVISION LICENSE RENEWAL PROCESS**

## **A PRACTICAL GUIDE**

**Updated March 2015**

**Prepared by the Massachusetts Department of  
Telecommunications and Cable**

**1000 Washington Street, Suite 820**

**Boston, MA 02118-6500**

**617-305-3580**

**[www.mass.gov/dtc](http://www.mass.gov/dtc)**

# INTRODUCTION

This Practical Guide is presented by the Massachusetts Department of Telecommunications and Cable ("Department") in our supervisory role with respect to cable television licensing. Under both federal and Massachusetts law, no cable operator may construct and/or operate a cable television system in a community without first obtaining a license. In Massachusetts, the city manager, mayor or board of selectmen is responsible for issuing a license and, hence, is designated as the Issuing Authority. Since Massachusetts law limits the term of a license, Issuing Authorities must periodically review and renew licenses. The Department oversees the licensing renewal process, which has been established under federal law, and supplemented by our regulations.

By establishing a formal renewal process, Congress sought to protect a municipality's right to a cable system that is responsive to the needs and interests of the local community. Congress also sought to protect cable operators, which have invested in infrastructure in a community, from an unfair denial of a renewal license. The Department's goal in developing this Practical Guide is to ensure that both municipalities and cable operators are aware of their rights and responsibilities as they contemplate license renewal and to guide them through the process.

In this Practical Guide, the Department first presents an overview of the role of government in cable television licensing. We describe each level of regulatory oversight with a focus on the resources available to Issuing Authorities. Next, the Department outlines the formal renewal process, highlighting the rights and responsibilities of each party under that process. Lastly, we discuss an alternative method by which parties may negotiate informally to reach an agreement. Since there are no procedural protections in informal negotiations, we recommend that this method be used only where there are no contested issues between the parties.

The guidance we provide herein offers both Issuing Authorities and cable operators direction on the most prudent manner in which to proceed under the rules established by Congress so that each party's rights and interests are protected. The information in this Practical Guide is necessarily general in nature. The Practical Guide is not a substitute for particularized advice from an attorney. In addition, federal and Massachusetts laws and regulations are subject to change. Therefore, persons should refer to the current Massachusetts General Laws, the Code of Massachusetts Regulations, the federal Communications Act of 1934, as amended, or the appropriate federal rules and regulations, or they may consult the Department with case-specific questions.

## **THE ROLE OF GOVERNMENT**

Licenses to construct and/or operate cable television systems are granted by the "Issuing Authority" of a city or town. Pursuant to section 1 of chapter 166A of the Massachusetts General Laws, the Issuing Authority is the mayor of a city, the board of selectmen of a town, or the city manager of a city with a plan D or E charter. The Issuing Authority decides initially whether to go forward with the licensing process, recommends services and terms to be included in the license, and decides whether to grant a license. Upon license renewal, the Issuing Authority reviews the performance of the cable operator, determines the services and terms to be included in the renewal license, and decides whether to grant a renewal license.

The Issuing Authority takes these actions within the framework provided by federal and state law. Congress has enacted a series of laws that establish many of the substantive and procedural requirements governing cable television licensing. For example, federal law requires that each operator obtain a license to service a particular area, and that the license be non-exclusive. Federal law also specifically addresses local access programming and franchise fees. Further, federal law establishes the process by which licenses are granted and renewed. The Federal Communications Commission ("FCC") is charged with ensuring that cable operators and licensing authorities comply with federal law.

In addition to federal oversight regulation, many states have enacted laws regarding cable television regulation. In Massachusetts, the Department oversees cable television licensing and ensures that municipalities and cable operators comply with both federal and state law, particularly where state law is more restrictive than federal law. For example, state law limits the term of a license to 15 years for an initial license and ten years for a renewal license. The Department also acts as an appellate body, as a cable operator may appeal to the Department for review of an Issuing Authority decision.

Since it is the Department's enabling legislation and regulations promulgated thereunder that establish the regulatory framework for Issuing Authorities to follow, the Competition Division has created the position of Municipal Liaison to bridge these two bodies. The Municipal Liaison's chief function is to assist municipal officials as they work through the licensing process. The Municipal Liaison will meet with local governments to explain the statutory and regulatory requirements. The Department maintains, as public records available for inspection, a copy of each license granted in Massachusetts. In addition, we maintain, on our website, an electronic library of many of the licenses executed in Massachusetts. By providing this assistance, the Department seeks to ensure that Issuing Authorities act in compliance with federal and state law to obtain a license that best serves the needs of the community.

# **THE FORMAL RENEWAL PROCESS**

Under federal and Massachusetts law, cable operators may not provide cable television service without obtaining a license from the Issuing Authority. Congress anticipated that cable operators would seek renewal licenses in order to continue providing cable television service in areas where money has been invested in infrastructure. Congress also recognized that municipalities should review the performance of a cable operator and ensure that the operator continues to meet the community's needs and interests. Thus, Congress established a formal renewal process that considers each of these interests. By following the formal renewal process, Issuing Authorities protect their right to a cable television system that serves the needs and interests of the community and cable operators protect their investment from a unfair denial of a renewal license. An Issuing Authority or cable operator must explicitly invoke the protections of the formal renewal process. Generally, each party must notify the other that it intends to proceed under the formal process.

The framework set forth by federal law provides a 36-month period in which to conduct license renewal proceedings. This 36-month period is often referred to as the "Renewal Window." The process consists of two phases: 1) reviewing the cable operator's performance under the current license and ascertaining the needs and interests of the community ("Ascertainment"); and 2) applying the results of the first phase to the review of the cable operator's proposal. The Department recommends that a municipality complete the first phase within 24 months. At most, the ascertainment phase should not extend longer than 30 months. This timeframe affords the municipality sufficient time to review and consider the cable operator's proposal and make a determination whether to grant renewal of the license before the current license expires.

## **PHASE I -ASCERTAINMENT**

### **COMMENCEMENT**

The formal renewal process must begin between 36 and 30 months prior to expiration of the license. The Issuing Authority may commence the formal renewal process on its own initiative and must inform the cable operator that it has done so. While there is no specific action that an Issuing Authority must take in order to demonstrate it has commenced the formal renewal process, the Issuing Authority should perform some tangible act to begin to ascertain the community's cable-related needs and interests. For example, the Issuing Authority could begin to survey the community or hold a public hearing.

Most often, the cable operator will request, in writing, that the Issuing Authority commence the renewal process. The cable operator will make this request between 36 and 30 months prior to the expiration of the license. If the cable operator requests that the Issuing Authority commence the renewal process, the Issuing Authority must begin ascertaining the community's cable-related needs and interests within six months of receiving the cable operator's request.

In either case, the letter requesting commencement of the formal license renewal process or advising that a community has commenced the formal renewal process is called a "Renewal Letter." The Renewal Letter is often referred to as the "626 letter" (626 refers to the section of the federal Communications Act that sets forth the franchise renewal process).

The protections of the formal renewal process must be invoked in a timely manner, that is between 36 and 30 months prior to the expiration of the current license. If neither the Issuing Authority nor the cable operator requests commencement of the formal process within this period, the

opportunity to conduct the renewal license under the formal renewal process expires and neither party is able to claim the protections provided by federal law.

## **ASCERTAINMENT**

Ascertainment is a series of actions taken by the Issuing Authority by which the Issuing Authority reviews the cable operator's performance under the existing license and identifies the cable-related needs and interests of the community. Many Issuing Authorities find it helpful to appoint a committee to assist in gathering information about a cable operator's performance and the community's needs and interests. The size and make-up of the cable advisory committee ("CAC") is determined by the Issuing Authority, and its members may include both residents and non-residents of the community. A CAC is considered a governmental body within the purview of the Massachusetts conflict of interest laws, at General Laws chapters 268A and 268B, and is subject to the guidelines contained therein.

The Issuing Authority, in appointing a CAC, should define the CAC's role and duties. Under Massachusetts law, only the Issuing Authority may make the final licensing decision. However, this does not preclude the Issuing Authority from relying on the CAC's recommendations.

An Issuing Authority and its CAC may choose a wide variety of methods to assess the cable operator's past performance and determine the future needs and interests of the community. An Issuing Authority may:

- Hold a public hearing. While a public hearing is required after receipt of the cable operator's proposal as part of the Issuing Authority's deliberative process, some municipalities choose to hold additional hearings during the ascertainment phase to solicit input from the community with respect to the cable operator's performance as well as the future needs and interests of the community;
- Conduct a municipality-wide survey;
- Meet with community organizations such as schools, senior citizen centers, and police and fire services to determine their proposed needs;
- Review the current license held by the cable operator in the municipality to determine, for example, which terms and conditions have been particularly beneficial to the community;
- Review the cable operator's financial forms (CTV Forms 200 and 400);
- Review consumer complaint records, including CTV Form 500 and municipal records;
- Obtain and review a map of the service area (often referred to as a street or strand map) to determine, in part, whether there are unserved parts of the community;
- Tour the cable operator's technical facilities (i.e., headend) and PEG access studio; and
- Review licenses granted by other communities in Massachusetts (many have been filed electronically and are available at the Department's web page).

There is no law or regulation that explicitly establishes a deadline by which an Issuing Authority must complete ascertainment. The Department has interpreted federal law as requiring Issuing Authorities to complete ascertainment no later than six months prior to the current license expiration date. The better practice, however, is to ensure that ascertainment is complete 12 months prior to license expiration in order to maximize the amount of time an Issuing Authority has to review a cable operator's proposal. Under federal law, a cable operator may not submit a formal renewal proposal until the Issuing Authority has completed ascertainment. This timeline allows a cable operator to respond to the results of the ascertainment studies in preparing its proposal. Upon receipt of the proposal, an Issuing Authority has only four months, or until the expiration of the current license, whichever occurs first, to make a determination on the proposal. Prolonging completion of the ascertainment thus reduces the amount of time during which an Issuing Authority may review and deliberate on a cable operator's proposal.

Under Massachusetts regulations, the Issuing Authority must notify the cable operator in writing upon completion of ascertainment. In its written notification, the Issuing Authority must specifically state the date that ascertainment was complete. The Issuing Authority should provide its ascertainment results as a part of a Request for Proposals ("RFP"). Presenting the ascertainment results to the cable operator is critical in demonstrating the community's needs and without it, a proposal in response to an RFP may not accurately represent the community's needs.

As part of the RFP, the Issuing Authority may provide the cable operator with a draft license in its RFP that contains terms and conditions consistent with the ascertainment results. The Issuing Authority should provide a reasonable deadline for the cable operator to respond to the RFP, that is, to submit what is known as the Formal Renewal Proposal. Generally, a period of at least 30 days is considered a reasonable response time. However, in establishing a deadline for responses, the Issuing Authority must be aware of the length of time remaining before the current license expires.

## **PHASE II -REVIEW OF PROPOSAL**

After the Issuing Authority has completed ascertainment, the cable operator may (on its own initiative) or must (within the time frame established by the Issuing Authority in the RFP) submit its renewal proposal. The cable operator submits its proposal on the Department's Form 100 and often supplements it with additional information.

Upon receipt of the proposal, the Issuing Authority must:

- 1) provide prompt public notice that the cable operator has submitted a renewal proposal;  
and
- 2) during the four-month period that begins upon the receipt of the proposal, renew the franchise or issue a preliminary assessment that the franchise should not be renewed; and
- 3) at the request of the cable operator or on its own, commence an administrative proceeding to consider whether:
  - A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;
  - B) the quality of the cable operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the cable system, has been reasonable in light of community needs;



- C) the cable operator has the legal, financial, and technical ability to provide the services, facilities, and equipment as set forth in the cable operator's proposal; and
- D) the cable operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

If the Issuing Authority determines, upon initial review of the proposal, that it will accept the cable operator's proposal and grant the license, there is no need to commence an administrative proceeding. Nonetheless, under the Department's regulations, the Issuing Authority must conduct a public hearing to allow the public an opportunity to comment on the cable operator's proposal.

The administrative proceeding is an evidence gathering proceeding that must be conducted so as to afford both the Issuing Authority and cable operator due process, including the right to introduce evidence, question witnesses, and require the production of evidence. If the Issuing Authority bases the preliminary denial of the renewal proposal on criteria (A) or (B), the Issuing Authority must provide the cable operator with notice of non-compliance and an opportunity to cure.

At the conclusion of the administrative proceeding, the Issuing Authority must issue a written decision granting or denying the cable operator's proposal for renewal.

### **GRANTING A RENEWAL LICENSE**

If the Issuing Authority determines that the cable operator satisfies each of the four criteria, and decides to grant a renewal license to the cable operator, the Issuing Authority must issue a public, written statement detailing the reasons for the grant of the renewal. The Issuing Authority must file a copy of the issuing statement, renewal license, and license application (Form 100) with the Department within seven days of granting the license. In addition, the Department requests that the Issuing Authority also submit the license in electronic format.

### **DENYING A RENEWAL LICENSE**

If the Issuing Authority determines that the cable operator has failed to satisfy one or more of the criteria, and has not cured any claimed non-compliance, the Issuing Authority must issue a written statement detailing the reasons for its denial within 14 days of the decision to deny. The written decision must include the basis for the denial, that is, identify which of the four criteria the cable operator did not satisfy. The Issuing Authority must file a copy of this statement along with the renewal proposal (Form 100) with the Department.

### **APPEAL OF ISSUING AUTHORITY DECISION**

A cable operator who is aggrieved by a decision of an Issuing Authority to deny a renewal license may appeal to the Department for review of that decision. Any such appeal must be filed within 30 days of the date of the Issuing Authority decision.

## INFORMAL NEGOTIATIONS

While Congress established the formal renewal process, Congress also determined that where Issuing Authorities and cable operators are able to negotiate an agreement outside of the formal renewal process, they should be allowed to do so in a manner that best fits the parties' needs. That is, where a municipality has a good working relationship with a cable operator and there are no compliance issues, the parties are not required to follow the formal process. Rather, the parties may negotiate an agreement informally. Since there are no procedural safeguards in informal negotiations, this method should be used only where there are no contested issues between the parties.

When negotiating informally, a cable operator may submit a proposal for the renewal of a license at any time, and the Issuing Authority may, after affording the public adequate notice and an opportunity to be heard, grant or deny such a proposal. By negotiating informally, parties avoid the time requirements of the formal process. For example, Issuing Authorities are not obligated to review a cable operator's proposal within 120 days, as required under the formal process. However, even with informal negotiations, state law requires that the Issuing Authority hold a public hearing on the cable operator's proposal.

There is no regulatory requirement that an Issuing Authority conduct ascertainment if it chooses to negotiate with a cable operator rather than follow the formal process. Nevertheless, the Issuing Authority's negotiating position can only be enhanced if it has ascertainment results to substantiate its requests. It is highly recommended that an Issuing Authority conduct some form of ascertainment prior to entering into negotiations with a cable operator.

In practice, cable operators in Massachusetts will often request an Issuing Authority to commence the formal renewal process, but simultaneously request that the parties negotiate informally. Thus, the parties actually enter into informal negotiations while conducting the formal renewal process. While this is acceptable, there are two potential areas where confusion may result:

### 1) The Nature of the Proposal - Formal Proposal versus Informal Proposal

There is a distinction between a proposal submitted for discussion purposes and one that is submitted as a formal renewal proposal, namely, the submission of the formal renewal proposal triggers the 120-day review period. In order to avoid any confusion or violation of process, an Issuing Authority negotiating informally should ensure that the cable operator identify any informal proposal submitted as "Informal" or "For Informational Purposes Only."

### 2) "Reservation of Rights"

As indicated above, often a cable operator will request that the parties negotiate informally, while "reserving its rights" under the formal renewal process. In essence, the cable operator protects itself from an unfair license denial, but is relieved of following the strict time requirements of the formal process. The Issuing Authority is similarly relieved of the strict requirements of the formal process, including the requirement to conduct ascertainment. However, it is unlikely that a decision to deny a license will stand without appropriate ascertainment to support it. Thus, it is recommended that an Issuing Authority conduct ascertainment even when negotiating informally. Moreover, if informal negotiations do not result in a renewal license, the cable operator may revert back to the formal process, and submit a formal renewal proposal for the Issuing Authority's consideration. The review is limited to 120 days under federal law. Therefore, in order to ensure that sufficient time exists

for the Issuing Authority to review a formal proposal, the Department recommends that an Issuing Authority complete ascertainment 12 months prior to the license expiration date, but absolutely no later than six months prior to the license expiration date.

Informal negotiations may be a productive and efficient means for many Issuing Authorities and cable operators to reach mutually agreeable license terms, particularly where the parties have developed a solid professional relationship. However, where a party which has agreed to proceed informally has "reserved its rights" under the formal renewal process, both parties should proceed with the understanding that the requirements of the formal process may become applicable.

# REFERENCES

## RELEVANT LAWS AND REGULATIONS

Massachusetts General Laws, Chapter 166A

Code of Massachusetts Regulations, 207 C.M.R. §§ 3.00-10.00

United States Code, 47 U.S.C. § 546

## ADDITIONAL RESOURCES

Information regarding cable television licensing may be found on the Department's website at [www.mass.gov/ocabr/government/oca-agencies/dtc-lp/competition-division/cable-tv-division/municipal-info/](http://www.mass.gov/ocabr/government/oca-agencies/dtc-lp/competition-division/cable-tv-division/municipal-info/). The Department's website also provides several licenses in electronic format that are available for download.

A comprehensive glossary of cable-related terms is available on the Department's website at [www.mass.gov/ocabr/government/oca-agencies/dtc-lp/competition-division/cable-tv-division/glossary-of-cable-television-terms.html](http://www.mass.gov/ocabr/government/oca-agencies/dtc-lp/competition-division/cable-tv-division/glossary-of-cable-television-terms.html).

# HARWICH HARBORMASTER DEPARTMENT

## August 2018 Monthly Report

### Operations

- Department patrol boats conducted 5 tows of disabled vessels. Dewatered a boat that was swamped on its mooring and assisted the Fire Department with one medical incident aboard a boat.
- Responded aboard 77C to a report of an overturned sailboat on Long Pond with 7 people in the water. Several children were brought to shore and 77 C returned to assist with righting the boat and towing it to shore.
- Assisted a boater whose trailer got hung up on the drop off at the end of the Allen Harbor boat ramp.
- At the request of the Director of Recreation, Marine 77 patrolled the waters near Pleasant Street beach after several swimmers reported seeing a shark in the swim area. Returned after finding nothing.
- Responded to Round Cove for a report of three young kids, with no lifejackets, rowing out into Pleasant Bay in the town courtesy dinghy. Notified Chatham Harbormaster, who had a boat in the area. The Chatham patrol boat was able to stop them and transfer them to 77B from Round Cove. The boys were released to a caretaker after being reminded of the dangers of being in a small boat without lifejackets.
- Responded to a report of a paddle boarder struggling to make it back to shore, south of Atlantic Avenue. Found a young boy being assisted by an adult but still struggling against a head wind. Young boy and paddle board were taken aboard Marine 77 and returned to shore; the assisting adult returned on her own.
- Conducted enforcement checks of mooring fields, marinas, yacht clubs, and private docks throughout Harwich waterways.
- Issues 2 Non Criminal Violations
- Conducted 29 vessel pump-outs for a total of 2145 gallons of waste.

### Administration

- Completed Mass Maritime Co-op evaluation report for student who worked as a seasonal employee for the department.
- Ordered 2019 Mooring, Offloading, and User Fee permit stickers.
- Updated Harbor Graphics with additional slip spaces.
- Updated Harbor Management Plan with offload permit changes per BOS meeting on 8/6/18.
- Went to waitlist with (2) 40' Commercial Slips, (1) 30' Recreational Slip, (1) Outer Harbor Mooring Permit, (1) Round Cove Mooring Permit.
- Provided accident information to MIAA for seasonal employee (injured in vehicle collision).
- Provided Accounting with FY19 Marina Insurance Policy.
- Contacted MIIA for new Certificate of Insurance for ModSpace.
- Provided Change Order #10 from BTT Marine to Accounting for processing.
- Updated HMP with Special Purpose Mooring change approved by BOS on 8/20/18.
- Sent out email for unoccupied moorings (13) in Pleasant Bay, (4) in Allen Harbor, (15) in Wychmere Outer Harbor, (28) in Wychmere Inner Harbor, (15) in Round Cove.

- Provided Accounting with copy of Seaside Alarm Contract and CC Construction CO #2.
- Made changes to Seasonal Staff schedule for Fall Season.
- Processed 40 Transient slip reservations.

### Maintenance

- Ordered Five new benches were added to the passenger boat wait area near the handicap accessible ramp system.
- General grounds and building maintenance.
- Received and set up oil disposal shed.

### Meetings

- Attended announcement of state grant awards for dredge projects as part of the 2018 Navigational Dredging Pilot Program; town awarded \$36,000.
- Met with IT Director to plan for install of phones in new department office building.
- Provided Department overview presentation at Non-Resident Taxpayer Meeting.
- Attended meeting with CG Sector Response Chief and Chatham Harbormaster to further evaluate effectiveness of Cape Cod Mutual Response System (CCMRS).
- As union president, held meeting with TA to finalize contract, and held meeting with union members to ratify contract.
- Bi-weekly progress meetings for SAQ Landside project; final punch list items being identified in new department office building. Expected move in date is 9/14/18.
- Conducted interview with CC Times on the marina projects.
- Conducted interview with Cape Media Channel on status of marina projects.
- Conducted interview with Cape Cod Chronicle on the state grant award for dredging.
- Met with Town Manager and Harbormaster from Nantucket to answer their questions regarding the planning, engineering design, permitting and construction of both the marina reconstruction and landside renovation projects; Nantucket is planning for a similar marina upgrade capital project.
- Met with Barnstable County Dredge Sup to coordinate the dredging of Round Cove channel; scheduled for the end of Sep.
- Conducted site visit of new department building with Chairman of the Energy Committee to review energy efficiency measures included in the new construction.
- WWC meeting 8/15).
- BOS meetings (8/20)

### Training

- The following Training was conducted with seasonal and full time personnel:
  - Boat handling and basic navigation.
  - Boat stern and side tow training.
  - Review of previous CPR/AED training.
  - Took advantage of Coast Guard Station Chatham conducting flare training 2 miles south of Red River Beach. Had a night watchman observer from the beach to get an idea of what different flares look like from land.



# **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

## WEEKLY ACTIVITY REPORT FOR WEEK OF 9/1/18 THROUGH 9/08/18

### PATROL

- 409 Calls and patrol-initiated activity logged
  - 12 Arrests
  
- 62 motor vehicle stops resulting in:
  - 43 Verbal warnings
  - 14 Written warnings
  - 2 Arrests
  - 1 Criminal complaint
  - 2 Investigations
  
- 11 Motor vehicle accidents investigated

### COMMUNITY POLICING / SRO

- SRO Mitchell gave a presentation to all Monomoy School District employees on Run, Hide, Fight protocols – very well received
- SRO Clarke gave presentation to Monomoy students on Junior Operator's Licenses and safe use of social media
- Bike patrols continue
- The annual Jailhouse Barbeque was held at Harwich PD on 9/1. Great time had by all.

### ADMINISTRATION

- Student Officer Chris Arrigo started orientation at HPD prior to the academy starting on 9/10
- Staff meeting held involving Sergeants and OICs





# TOWN OF HARWICH

## OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock  
Treasurer / Collector

Nancy Knepper  
Assistant Treasurer/Collector

## Monthly Report to the Board of Selectmen

August 2018

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

- Compiled various information requests in preparation for the annual audit
- Met personally with auditors to answer any questions they had
- Prepared wage and tax information for annual MIIA audit

### August Collections

	FY 2018	FY 2017
Tax/Water Collections:	\$2,451,507.79	\$2,161,761.28
Departmental turnovers:	\$1,491,017.67	\$1,596,578.71
Total:	\$3,942,525.46	\$3,758,339.99

### August Disbursements

	FY 2018	FY 2017
Accounts Payable	\$2,995,182.52	\$6,032,469.50
Payroll	\$1,899,263.02	\$1,353,211.11
Total:	\$4,894,445.54	\$7,385,680.61

Respectfully submitted,

Amy Bullock, Treasurer/Collector