

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, March 20, 2017*

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION** – Pursuant to MGL c.30A, §21(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-personnel – Police Chief/Town Administrator contracts; and pursuant to MGL c.30A §21(3) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – Health Insurance

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENT/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

- A. Approve 2017 Seasonal Liquor License Renewals as recommended
- B. Approve 2017 Seasonal General License Renewals as recommended
- C. Approve Petition by Nstar Electric Company to install 30' of conduit/cable underground to provide electric service to 73 Uncle Venies Road
- D. Approve Petition by Nstar Electric Company to install 35' of conduit/cable underground to provide electric service to 39 Rainbow Way

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

VIII. **OLD BUSINESS**

- A. Chatham/Harwich IMA update – *discussion and possible vote*

IX. **NEW BUSINESS**

- A. Annual Town Meeting Warrant Article review and possible vote:
 - 1. **Budget Articles**
 - #4 Town Operating Budget
 - 2. **Harbor Capital Budget**
 - #19 Replacement of the Round Cove Boat Ramp
 - #20 Fund the Saquatucket Harbor Landside Renovations Project

3. Public Works Capital Budget
#21 Purchase and Equip DPW Vehicles
#22 Fund the Road Maintenance Program
4. Charter/Zoning/MGL Amendments
#36 M.G.L. Ch. 44, Section 53F ¾ - PEG Access and Cable Related Fund Acceptance
#37 Amend the Zoning By-Laws – Add New Section “Temporary Moratoria”
#38 Various Amendments to the Home Rule Charter
5. Private Petitions
#40 Promote the Town of Harwich

- B. Approve new application for Weekday Entertainment by the Port Restaurant
- C. Special Town Meeting Articles – *discussion and possible vote*
- D. Ballot Questions – *discussion and possible vote*
- E. One Liners update
- F. New Insurance Plan offering
- G. Vote ATM Warrant

X. **TOWN ADMINISTRATOR’S REPORT**

- A. Wastewater pamphlet

XI. **SELECTMEN’S REPORT**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Sandra Robinson, Admin. Secretary

Posted by: _____

Town Clerk

Date: March 16, 2017

2017 SEASONAL LIQUOR LICENSE RENEWALS

The Belmont Condominium Beach Club Corp.
d/b/a The Beach
One Belmont Rd. West Harwich, MA 02671
Erica Goldberg, Manager
Club - All Alcohol

Blue Stripe LLC d/b/a The Cape Sea Grille
31 Sea St., Harwich Port, MA 02646
Jennifer Ramler, Manager
Common Victualler - All Alcohol

Port Restaurant and Bar, Inc.
541 Route 28, Harwich Port, MA 02646
Justin R. Brackett, Manager
Common Victualler - All Alcohol

The Commodore Inn, Ltd.
d/b/a Raspberries Restaurant
30 Earle Rd., West Harwich, MA 02671
Richard Jones, Manager
Common Victualler - All Alcohol

Wychmere Harbor Functions Limited Partnership
d/b/a Wychmere Harbor Beach & Tennis Club
23 Snow Inn Rd., Harwich Port, MA 02646
Bruce A. Pelczarski, Manager (Christopher Kolwicz, pending manager)
Common Victualler - All Alcohol

AJG Corporation
d/b/a The Weatherdeck Restaurant
168 Route 28, West Harwich, MA 02671
George Argyriadis, Manager
Common Victualler - Wine & Malt

Phoenix Park, Inc. d/b/a The Irish Pub
126 Route 28, West Harwich, MA 02671
Brendan O'Reilly, Manager
Innholder - All Alcohol

Pleasant Bay Group Inc.
d/b/a Wequassett Inn
2173 Route 28, East Harwich, MA 02645
Mark J. Novota, Manager
Innholder - All Alcohol

Charles J. Weiss d/b/a 7-Eleven 34434A
5 Route 28, West Harwich, MA 02671
Charles J. Weiss, Manager
Package Goods Store - All Alcohol

Go Industries Inc. d/b/a Perks
545 Route 28, Harwich Port, MA 02646
Taylor Powell, Manager
General On Premise – All Alcohol

Viera LLC d/b/a Viera Restaurant
11 Route 28, West Harwich, MA 02671
Benjamin Porter, Manager
Common Victualler – All Alcohol

Ember Pizza Inc. d/b/a Ember
600 Route 28, Harwich Port, MA 02646
Justin Brackett, Manager
Common Victualler – All Alcohol

MT Group d/b/a Mad Minnow Bar & Kitchen
554 Route 28, Harwich Port, MA 02646
Michael Strangfeld, Manager
Common Victualler – All Alcohol

Hot Stove Saloon, Inc. d/b/a Hot Stove at Cranberry Valley
551 Route 28, Harwich Port, MA 02646
Ronald Leidner, Manager
Common Victualler – All Alcohol

2017 SEASONAL GENERAL LICENSE RENEWALS

AJG Corp. d/b/a Weatherdeck Restaurant
168 Route 28, West Harwich
Common Victualler

Blue Stripe, LLC d/b/a Cape Sea Grille
31 Sea St., Harwich Port
Common Victualler
Weekday Entertainment – Recorded or live music, 5:00 p.m. – 12:00 a.m.

Commodore Inn, Ltd. d/b/a Raspberries Restaurant
30 Earle Rd., West Harwich
Common Victualler

Edward L. Kenney d/b/a Captain's Quarters B&B
85 Bank Street, Harwich Port
Lodging House

Go Industries Inc. d/b/a Perks
545 Route 28, Harwich Port
Common Victualler
Weekday Entertainment – Recorded or live music with use of amplification, guitar player, 8:00 a.m. – 10:00 p.m. **PLEASE NOTE APPLICANT HAS REQUESTED NEW STARTING TIME OF 8:00 A.M. FOR WEEKDAY ENTERTAINMENT (PREVIOUSLY 6:00 P.M.)**

Hall Karts, Inc.
9 Sisson Rd., Harwich Port
Go Carts
Sunday Entertainment – Go Carts 9:00 a.m. – 11:00 p.m.

Hot Stove Inc. d/b/a Hot Stove at Cranberry Valley
183 Oak St., Harwich
Common Victualler

MT Group LLC d/b/a Mad Minnow Bar & Kitchen
554 Route 28, Harwich Port
Common Victualler
Weekday Entertainment - Recorded or live music, 12:00 p.m. to 10:00 p.m.

Phoenix Park, Inc. d/b/a Cape Cod Irish Pub
126 Route 28, West Harwich
Common Victualler
Lodging House
Sunday Entertainment – Recorded or live entertainment, dancing by patrons, 1:00 p.m. – 12:00 a.m. on Sundays seasonally

March 20, 2017

Weekday Entertainment – Recorded or live music with use of amplification, dancing by patrons,
7:00 p.m. – 1:00 a.m.

Port Restaurant & Bar, Inc. d/b/a The Port Restaurant
541 Route 28, Harwich Port
Common Victualler

Schoolhouse Ice Cream & Yogurt LLC
749 Route 28, Harwich Port
Common Victualler

Sundae School, Inc. d/b/a Sundae School
606 Route 28, Harwich Port
Common Victualler
Sunday Entertainment – Nickelodeon, 1:00 p.m. – 10:30 p.m., Sundays seasonally
Weekday Entertainment – Nickelodeon, 11:00 a.m. – 10:30 p.m.

Wequassett Inn LLP d/b/a Wequassett Inn Resort & Golf Club
2173 Route 28, East Harwich
Innholder
Sunday Entertainment – Mechanical and/or live music, 1:00 p.m. – 12:00 a.m. on Sundays
seasonally
Weekday Entertainment – Recorded or live music with use of amplification, dancing by patrons,
7:00 a.m. – 12:00 a.m.

West Harwich Enterprises d/b/a A & W Family Restaurant
297 Route 28, Harwich Port
Common Victualler

Wychmere Harbor Functions Limited Partnership d/b/a Wychmere Harbor Beach & Tennis Club
23 Snow Inn Rd., Harwich Port
Common Victualler
Sunday Entertainment – Recorded or live music, April – November, 11:00 a.m. – 12:00 a.m.
Weekday Entertainment – Recorded or live music, dancing by patrons, 11:30 a.m. – 1:00 a.m.

AJG Corp. d/b/a Harbor Glen Miniature Golf
168 Route 28, West Harwich
Miniature Golf
Sunday Entertainment – Miniature Golf, 12:00 p.m. – 10:00 p.m., Sundays seasonally

PRM Foods, Inc. d/b/a Harwich Port Dairy Queen
441 Main St., Harwich Port
Common Victualler

Grand Slam Entertainment, Inc.
322 Route 28, Harwich Port

March 20, 2017

Automatic Amusement – 6 video games

Batters Box

Sunday Entertainment – Batters Box, 9:00 a.m. to 11:00 p.m.

Noise level not to exceed licensed premises.

Trampoline Center, Inc. d/b/a Trampoline Center

296 Route 28, West Harwich

Sunday Entertainment – 9:00 a.m. – 11:00 p.m.

Trampolines

Grey Gull

547 Route 28, Harwich Port

Lodging House

Scribano's Inc.

d/b/a Scribano's Italian Market & Deli

302 Route 28, Harwich Port

Common Victualler

Sea Street Productions

d/b/a Salt Block Food Truck

31 Sea St., Harwich Port

Weekday Entertainment

Recorded or live music

10:30 a.m. – 10:00 p.m.

Hawkers & Peddlers

Weekday Entertainment

Inside Entertainment - Noise from entertainment may not create a nuisance or be heard outside the boundaries of the premises.

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.

NEW SEASONAL WEEKDAY ENTERTAINMENT LICENSE APPLICATION

Port Restaurant & Bar, Inc. d/b/a The Port Restaurant
541 Route 28, Harwich Port

Weekday Entertainment – Recorded or live music with use of amplification, 5:00 p.m. – 10:00 p.m. on rear deck and 5:00 p.m. – 10:00 p.m. inside

Weekday Entertainment

Inside Entertainment - Noise from entertainment may not create a nuisance or be heard outside the boundaries of the premises.

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.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513


Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Recommendation – Utility Hearings March 16, 2017

DATE: March 20, 2017

On March 16, 2017, two Utility Hearings were held per the request of NStar Electric. The requests were to install underground cable/conduit to supply service to a home on 39 Rainbow Way, and to a home on 73 Uncle Venies Road in Harwich. There were no abutters in attendance except for the owner of the property at 39 Rainbow Way. Hearing no objections to the work to be done at either address, I recommend that the Board approve Nstar's request so that they can begin work as soon as possible.

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
March 16, 2017

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:10 A.M. on Thursday, March 16, 2017** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

Brettwood Road, Harwich

PROPOSED: To install 30 feet of conduit/cable and one (1) hand hole in town road to provide service to 73 Uncle Venies Road

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark
Town Administrator

Cape Cod Chronicle
March 2, 2017

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

WO#2190166

Barnstable, Massachusetts

February 14, 2017

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Brettwood Road, Harwich

To install approximately 30, of conduit and cable and 1 handhole#168/HA1 in town road.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2190166 Dated January 26, 2017.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By *Jessica Elder*
**Right of Way Agent
Jessica S. Elder**

Plan to accompany petition of EVERSOURCE ENERGY

To install approximately 30'± of underground cable & conduit under town road from 168/HA1 to 168/HB1 to provide electric service for customer at 73 UNCLE VENIES RD..

25-U4-1-0
75 UNCLE VENIES RD
N/F
SCANNELL AMEY

25-U4-2-0
11 BRETTWOOD RD
N/F
VAGENAS VALORIE A TRS ET AL
VAGENAS MARY E TRS

143'± TO UNCLE VENIES RD

168/HA1 ⊕ ● 168/1

BRETTWOOD RD

1-3" SCH.80 PVC
TL=30'±

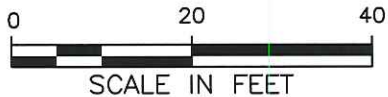
168/HB1 ⊕

25-U4-6-0
73 UNCLE VENIES RD
N/F
CHESLEY RAYMOND G JR &
CHESLEY JANET A

25-U4-7-0
10 BRETTWOOD RD
N/F
CHESLEY LOUISE A TRS
LOUISE A CHESLEY LIVING TRUST
C/O RAYMOND G CHELSEY JR

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - Existing Conduit
- Proposed Pole
- Existing Pole
- Ⓜ Proposed Multitap
- Ⓞ Proposed Manhole



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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan # 2190166

Ward #

Work Order # 2190166

Surveyed by: N/A

Research by: SC

Plotted by: GC

Proposed Structures: TL

Approved: A DEBENEDICTIS

P#

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of UNC-VENIES RD

HARWICH

Showing PROSPED CONDIUT AND HANDHOLE LOCATIONS

Scale 1"=20' Date 01/26/17

SHEET 1 of 1

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
March 16, 2017

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A petition by NSTAR ELECTRIC COMPANY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

39 Rainbow Way, Harwich

PROPOSED: To install 35 feet of conduit/cable and two (2) hand holes in town road

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark
Town Administrator

Cape Cod Chronicle
March 2, 2017

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

WO#2182947

Barnstable, Massachusetts

February 14, 2017

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

39 Rainbow Way, Harwich

To install approximately 35' of conduit and cable and 2 handholes in town road.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2182947 Dated January 27, 2017.

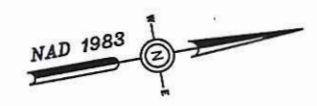
NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By



**Right of Way Agent
Jessica S. Elder**

Plan to accompany petition of EVERSOURCE ENERGY
to install conduit & handholes
to provide electric service for customer at #39 Rainbow Way.

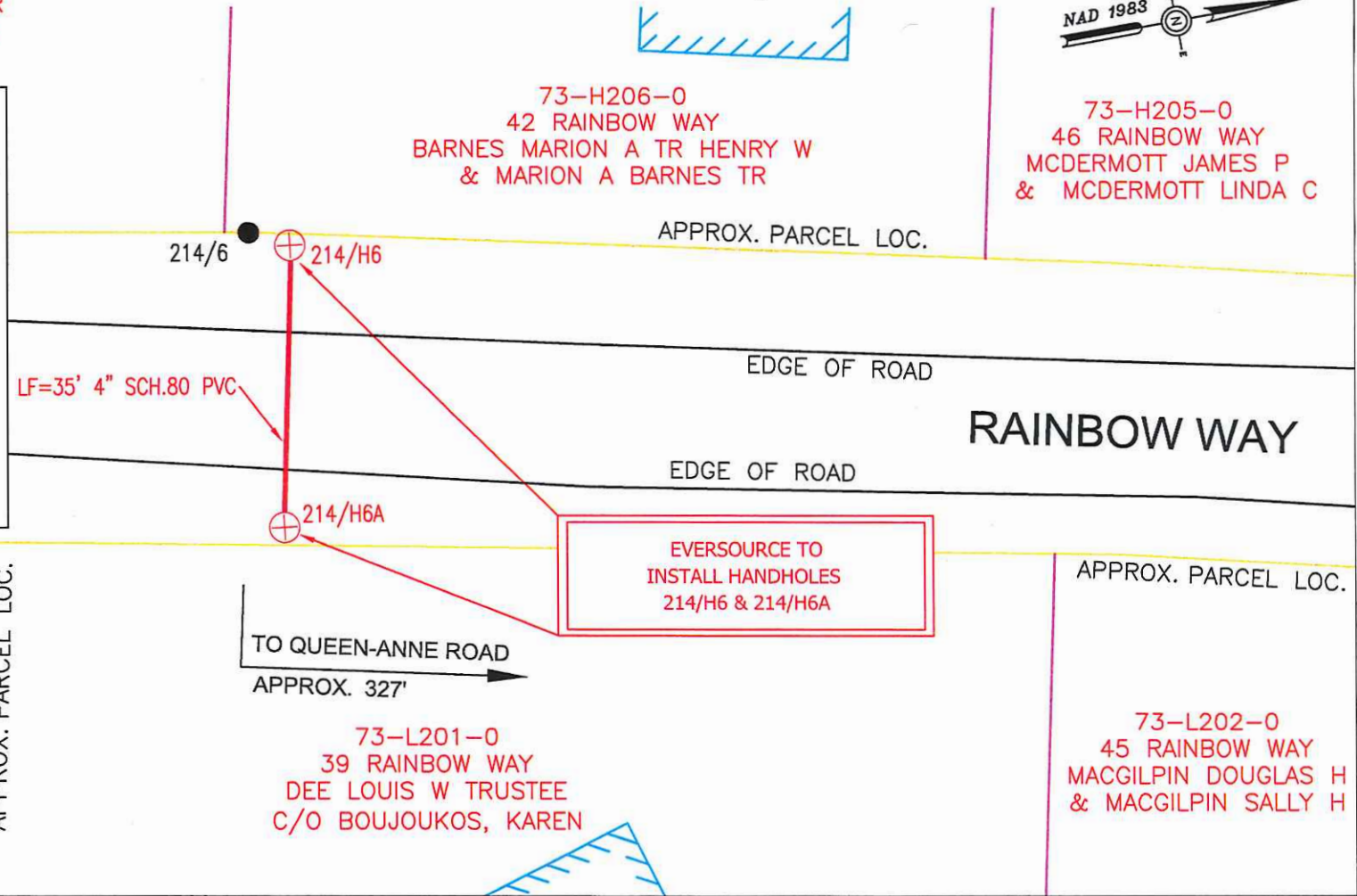


73-H207-0
38 RAINBOW WAY
FERRIS CHARLES H JR
& FERRIS MARY E

73-H206-0
42 RAINBOW WAY
BARNES MARION A TR HENRY W
& MARION A BARNES TR

73-H205-0
46 RAINBOW WAY
MCDERMOTT JAMES P
& MCDERMOTT LINDA C

- LEGEND**
- ⊕ Proposed Hand Hole
 - ⊕ Existing Hand Hole
 - Proposed Conduit
 - - Existing Conduit
 - Proposed Pole
 - Existing Pole
 - Pole with Riser
 - Ⓜ Proposed Multitap
 - Ⓢ Proposed Manhole



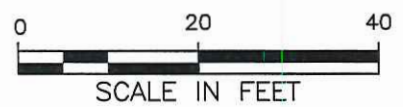
73-L200-0
35 RAINBOW WAY
MCCLAY PATRICK J
& MCCLAY CAROLYN G

APPROX. PARCEL LOC.

73-L201-0
39 RAINBOW WAY
DEE LOUIS W TRUSTEE
C/O BOUJOUKOS, KAREN

73-L202-0
45 RAINBOW WAY
MACGILPIN DOUGLAS H
& MACGILPIN SALLY H

APPROX. PARCEL LOC.



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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	212947
Ward #	
Work Order #	2182947
Surveyed by:	N/A
Research by:	PG
Plotted by:	PG
Proposed Structures:	JF
Approved:	A DEBENEDICTS
P#	



Plan of 39 RAINBOW WAY	
HARWICH	
Showing PROPOSED CONDUIT & HANDHOLE LOCATIONS	
Scale	1"=20'
Date	JANUARY 27, 2017
SHEET	1 of 1

INTERMUNICIPAL AGREEMENT

For

Wastewater Collection and Treatment by and between

(CHATHAM/HARWICH)

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

RECITALS

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

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

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

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

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

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

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

AGREEMENT

1. DEFINITIONS.

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

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

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

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

2. EAST HARWICH SERVICE AREA.

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

2.2 Flow Management Plan. When the Harwich total annual flow metered at the Connection Point exceeds 80 percent of the purchased capacity for a three month period, then Harwich shall present, within 90 days, a plan to Chatham explaining how Harwich intends to manage the remaining 20 percent of the purchased capacity so that total flow exceedances do not occur on a 12-month rolling average. The plan shall 1.) define measures to be taken by Harwich to limit flow connection areas in the future; 2.) define measures to be taken by Harwich to reduce existing flows entering the system; 3.) discuss potential expansion options at the Chatham WPCF; or 4.), ~~take any~~define other appropriate action as may be required to enforce the flow capacity allocation. Such Flow Management Plan measures shall be subject to Chatham's approval, and, upon written notification to Harwich of such approval, Harwich shall be bound to undertake such measures. Any failure of Harwich to satisfactorily complete such Flow Management Plan measures shall be deemed a material breach of this Agreement.

3. CAPACITY PURCHASE FEE

Harwich will purchase 300,000 gpd average annual daily flow capacity of the Chatham WPCF, for the amount of \$6,765,000. Harwich shall make an initial payment of \$1,500,000 upon execution of this Agreement; a second payment of \$1,500,000 shall be made upon the commencement of flow from the East Harwich Service Area to the WPCF; a third payment of \$1,500,000 shall be made upon an average daily flow of over 50,000 gpd or five (5) years from the date of signing of this Agreement, whichever occurs first; a fourth payment of \$1,500,000 shall be made upon an average daily flow of over 150,000 gpd or seven (7) years from the date of signing this Agreement, whichever occurs first; and, a fifth and final payment of \$765,000 shall be made upon an average daily flow of over 250,000 gpd or ten (10) years from date of signing this Agreement, whichever occurs first.

4. O&M EXPENSES

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

A. WPCF

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

B. Collection System

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

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

5. EFFLUENT RECHARGE

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

6. SEPTAGE

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

7. FLOW BUY BACK PROVISION

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

8. TERM.

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

9. CONNECTION POINT.

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

10. REGULATIONS.

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

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

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

11. IMPLEMENTATION; ENFORCEMENT.

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

generated by any source of wastewater that is not located in East Harwich Service Area.

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

12. ALLOCATIONS OF MAXIMUM FLOWS; FLOW CHARACTERISTICS.

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

Local Limits shall be defined as follows:

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

13. METHODS OF DETERMINING FLOWS.

- a. East Harwich Service Area Flow, other than Unmetered Flow, shall be measured by a standard metering device to be located and installed at the Connection Point in the location indicated on Exhibit B. Unless replaced or changed pursuant to a future agreement between the parties, such standard metering device will consist of the following apparatus: One Venturi Meter, a direct reading totalizer, indicator, and recorder-transmitter with instantaneous flow signal data transmitted to the Chatham Water Pollution Control Facility SCADA system on a continuous basis. Chatham shall be responsible for maintaining the SCADA system. Said

apparatus shall be subject to the approval of Chatham, which shall not be unreasonably withheld.

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

14. COLLECTION OF AMOUNTS PAYABLE.

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

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

15. MATTERS SUBJECT TO CONFERENCE BETWEEN THE PARTIES.

Chatham and Harwich recognize and agree that they are both users of the System and contribute financially to the O&M Expense of the same, and that such use of the System and financial contribution to Chatham from Harwich shall be considered whenever such facts are pertinent to the observance and performance of this Agreement. Representatives of Harwich may be requested to attend any conference with Chatham where the matters discussed are or may be affected by such use and contribution or may affect such use and contribution. Further, Chatham and Harwich shall create an advisory board for the purpose of exchanging communication regarding the System. Such board shall consist of five (5) members, comprised of three (3) from Chatham and two (2) members from Harwich. The Chatham Town Manager shall serve as one of Chatham's designated members and shall also act as chair. The board shall meet quarterly to discuss the status of the System and any major issues related thereto. The board shall be advisory in nature, and may make recommendations to Chatham with respect to proposed improvements or other modifications to the administration of

the System, but shall not have the legal authority to require or direct that its recommendations be implemented. Each Town shall determine on their own, how to designate their remaining members of the board.

16. DISPUTE RESOLUTION.

Any disputes arising out of this Agreement shall be submitted to non-binding mediation performed by an independent mediator stipulated by Chatham and Harwich. A resolution reached in mediation shall in no way limit Chatham's power to enforce pretreatment standards and requirements directly against industrial users or other users located in Harwich, nor shall it preclude the parties from seeking other remedies against each other. The cost of such mediation, except for the cost of each Party's direct representation, shall be shared equally between the Parties.

17. REMEDIES.

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

18. TERMINATION.

- 18.1 Either party may terminate this Agreement for convenience by providing at least five (5) years advance written notice to the other party, provided that such notice is delivered to the other Party on or after the Tenth Anniversary of this Agreement. All benefits and obligations under this Agreement will cease upon the termination date set forth in such written notice. Upon the effective date of such termination, Chatham shall discontinue the services of its System, including collection and treatment of wastewater discharge, for any and all residential, industrial and other users located in Harwich. All users located in Harwich shall cease and desist discharging into Chatham's System upon Chatham's election to

discontinue services. In the event of any termination of this Agreement prior to the Expiration Date, Harwich shall pay to Chatham the amount described in Section 14 hereof, in addition to any other amounts owing hereunder.

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

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

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

Example:

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

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

Initiate Termination at year (years from original agreement date)	Year Termination takes effect (5 years after "Initiate Termination")	Years remaining in WPCF Life	Payment to Harwich
10	15	35	\$ 4,735,500
11	16	34	\$ 4,600,200
12	17	33	\$ 4,464,900
13	18	32	\$ 4,329,600
14	19	31	\$ 4,194,300
15	20	30	\$ 4,059,000
16	21	29	\$ 3,923,700

17	22	28	\$ 3,788,400
18	23	27	\$ 3,653,100
19 ⁽¹⁾	24	26	\$ 3,517,800
20	25	25	\$ 3,382,500
21	26	24	\$ 3,247,200
22	27	23	\$ 3,111,900
23	28	22	\$ 2,976,600
24	29	21	\$ 2,841,300
25	30	20	\$ 2,706,000
26	31	19	\$ 2,570,700
27	32	18	\$ 2,435,400
28	33	17	\$ 2,300,100
29	34	16	\$ 2,164,800
30	35	15	\$ 2,029,500
31	36	14	\$ 1,894,200
32	37	13	\$ 1,758,900
33	38	12	\$ 1,623,600
34	39	11	\$ 1,488,300
35	40	10	\$ 1,353,000
36	41	9	\$ 1,217,700
37	42	8	\$ 1,082,400
38	43	7	\$ 947,100
39	44	6	\$ 811,800
40	45	5	\$ 676,500
41	46	4	\$ 541,200

42	47	3	\$ 405,900
43	48	2	\$ 270,600
44	49	1	\$ 135,300
45	50	0	\$ -

Notes:

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

18.2.

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

19. NOTICES.

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

To Chatham:

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

To Harwich:

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

20. MISCELLANEOUS.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to implementation and enforcement of a pretreatment program to control wastewater discharges from all industrial users of the System.
- b. Periodic Review. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.) and rules and regulations (see 40 C.F.R. Part 403) and the rules and regulations of the DEP, as necessary.
- c. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional documents or instruments (including easements and other rights in land), in recordable form as appropriate, shall provide other assurances, shall make any necessary applications or filings and submit any records or data to any regulatory body, governmental entity or agency having jurisdiction as necessary to obtain any additional permits, licenses and approvals required, and shall do any and all acts and things reasonably necessary to carry out the intent of the Parties hereto and to confirm the continued effectiveness of this Agreement. Without limiting the foregoing, the Parties agree to amend their respective facilities plans as necessary in connection with any change in applicable industrial pretreatment requirements.
- d. Industrial User Contracts. Nothing in this Agreement precludes Chatham from entering into direct contracts with users located in Harwich establishing wastewater discharge restrictions and pretreatment requirements that are at least as stringent as those provided for in Harwich's sewer use Regulations.
- e. Relationship. This Agreement does not create a fiduciary relationship between the Parties. Nothing in this Agreement is intended to constitute either Party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose.

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

[Signature page follows]

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

Board of Selectmen, Town of Chatham

Board of Selectmen, Town of Harwich

Draft 03-13-17

Exhibit A

East Harwich Service Area

Draft 03-13-17

Exhibit B

Connection Point

Draft 03-13-17

Exhibit C
O&M Expenses

Draft 03-13-17

Exhibit D

WPCF Flow

Draft 03-13-17

Exhibit E

Draft Preliminary Design Memorandum M-1B Flows and Loadings

Draft 03-13-17

TOWN OPERATING BUDGET

ARTICLE 4: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Town charges for Fiscal Year 2018, and further to provide for an enhancement of service levels to fund two additional fire fighters and one police officer dedicated for elder affairs and fringe benefit costs. This enhanced level of service will be contingent upon the passage of a Proposition 2 ½ override vote, and to act fully thereon. (BUDGET – SEE APPENDIX B).
Estimated cost: \$33,300,000.

FUND THE REPLACEMENT OF THE ROUND COVE BOAT RAMP

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

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

FUND THE CONSTRUCTION OF THE SAQUATUCKET HARBOR LANDSIDE RENOVATIONS

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

Explanation: In October 2014, the Board of Selectmen established the Saquatucket Development Committee with a charge to develop a conceptual site plan that integrated the newly purchased 2.2 acre Downey property with the 5.2 acre Saquatucket Harbor property for the purpose of supporting the expansion of the municipal marina, encouraging the restoration of degraded wetland and river frontage and providing options for increased economic development. Seeking

input from all interested citizens and groups at numerous public meetings, the resulting proposed plan improves the safety of public access, improves the efficiency of harbor operations, and enhances the character, beauty, and attractiveness of the harbor for boaters and non-boaters alike. Also included in the plan are a new facility septic system, creative landscaping, and the addition of much needed vehicle parking spaces (approx. 80).

PURCHASE AND EQUIP VEHICLES FOR THE DPW

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

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

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

Explanation:

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

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

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

ROAD MAINTENANCE PROGRAM

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

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

PEG ACCESS AND CABLE RELATED FUND ACCEPTANCE

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

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

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

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

§325-134 Purpose

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

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

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

§325-135 Definitions

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

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

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

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

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

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

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

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

§325-136 Temporary Moratorium.

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

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

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

VARIOUS AMENDMENTS TO THE HARWICH HOME RULE CHARTER

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

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

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

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

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

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

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

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

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

choice, who shall be considered for appointment by the town administrator, as provided in clause 4-4-2.

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

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

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

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

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

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

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

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

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

7-8-1 A council on aging of 9 members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

10. Amend Chapter 7 subsection 7-9-1, Historic District and Historical Commission, as follows:

7-9-1 A historic district and historical commission consisting of not less than 3 nor more than 7 members and 5 alternates shall be appointed by the board of selectmen by the Board of Selectmen in accordance with the provisions of this charter and the General Laws as outlined in Article V of the By-laws in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

11. Amend Chapter 7 subsection 7-10-1, Recreation and Youth Commission, as follows:

7-10-1 A recreation and youth commission of ~~7 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

12. Amend Chapter 7 subsection 7-11-1, Cultural Council, as follows:

7-11-1 A cultural council of ~~5 members~~ not less than 5 members nor more than 22 members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws in accordance with the General Laws of the Commonwealth of Massachusetts. Members shall not be eligible to serve more than 2 consecutive terms.

13. Amend Chapter 7 subsection 7-12-1, Zoning Board of Appeals, as follows:

7-12-1 A zoning board of appeals of ~~5 members and 5 associate members~~ not less than 3 members nor more than 5 members and 5 associate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

14. Amend Chapter 7 section 7-13, Golf Committee, as follows:

7-13-1 A golf committee of ~~7 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

7-13-2 The committee shall ~~have full power and responsibility for~~ recommend governing policies relating to the maintenance and operation of the municipal golf course for consideration by the board of selectmen.

15. Amend Chapter 7 subsection 7-14-1, Waterways committee, as follows:

7-14-1 waterways committee of ~~7 members and 2 alternate members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms and shall be advisory to that board.

16. Amend Chapter 7 subsection 7-15-1, Cemetery Commission, as follows:

7-15-1 A cemetery commission of ~~3 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

17. Amend Chapter 7 subsection 7-16-1, By-law/Charter Review Committee, as follows:

7-16-1 A by-law/Charter Review Committee of ~~5 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and

Committees, of the Town's by-laws for 3-year overlapping terms. The committee shall regularly review the by-laws of the town and submit proposed revisions to the town meeting at least once every 5 years. In addition, the committee shall regularly review the charter and submit proposed amendments to it to the board of selectmen under section 2 of chapter 10 of this charter.

PROMOTE THE TOWN OF HARWICH

ARTICLE 40: To see if the Town will vote to: raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and to advance economic development initiatives for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town, and to act fully thereon. By petition. Estimated cost: \$35,000

Explanation: For more than 58 years, Harwich Chamber of Commerce (HCC) has worked in the best interest of Harwich and for the people living in, working in and visiting the Town of Harwich. Since 1995, the citizens of Harwich, through the annual Town Meeting, have voted to fund warrant articles submitted by the Harwich Chamber of Commerce in support of its work promoting the community, providing needed informational services, and developing and advancing economic sustainability and development strategies. We are again requesting the Town's support for the Chamber's efforts in:

(a) providing year-round informational services to visitors, residents, second homeowners, and businesses (over 74,000 visits to our Information Center in 2016)

(b) promoting the Town of Harwich and its new brand: The Warm Side of the Cape, thereby bringing much needed income into the community.

(c) Support of the Chamber's efforts, in partnership with the Town of Harwich, to develop and implement economic development initiatives to benefit the Town as defined by objectives in the Town's Local Comprehensive Plan.

*(a) **Year-Round Information Services:** Harwich's Information Center is open 52 weeks a year. Combining this valuable resource with the Chamber's internet/website portals, as well as telephone and mail inquiries, Harwich Chamber annually provides more than 320,000 instances of contact with visitors, seasonal and year-round homeowners and residents, organizations and businesses. These connections offer the opportunity to market and promote the Town utilizing our new brand "The Warm Side of the Cape." By being available to meet the needs of our "customers" we are able to encourage patronage of our local amenities and businesses and to connect individuals and businesses with the appropriate Town offices and officials 12 months a year in a friendly, warm and upbeat fashion.*

*(b) **Promoting the Town of Harwich:** The Harwich Chamber continues to be the lead force in promoting the Town of Harwich. By utilizing a multi-faceted approach, HCC strives to position Harwich as a premier destination for local, regional, national and international individuals and families. The marketing strategies are aimed at encouraging residents, second homeowners*

(current and potential), and visitors to avail themselves of Harwich's recreational amenities, as well as for shopping, dining, vacations, day trips, events and festivals. The plan, which positions Harwich as a desired vacation destination and an outstanding place in which to live and work, includes:

- 1. The Harwich Magazine, the Town's primary comprehensive printed and online resource for attracting tourists and visitors to Harwich, and for our residents, second home-owners and businesses.*
- 2. The HCC website's robust content complements the Magazine and links to a wide range of Town resources.*
- 3. Ancillary printed and on-line pieces, including specialized maps (cranberry bogs, lodging locator, dining locator, beaches, bike trail) that target market segments and interests.*
- 4. Media placements in local, regional and national publications.*
- 5. Online targeted ads geared towards establishing new residents, building our workforce and bringing in tax revenues for the town.*

Special events and festivals are about more than attracting people to town to enjoyable experiences. They are about defining key elements of Harwich's brand and about parlaying those assets into support for our businesses, non-profit organizations, and the community. For example, Fall for Harwich provided the umbrella under which thousands of people were invited to participate in a robust array of more than 30 events, including the half-marathon road race, music festival, bog walks, concerts, teas, arts & crafts, our first sidewalk sale and more. Fall for Harwich and Christmas in Harwich also provide opportunities for our local non-profits to raise badly needed funds and increase their visibility. In addition, the Chamber continues to actively engage in creating and implementing new events as well as expanding existing events. In 2016, the Chamber coordinated eight Port Summer Night Musical Strolls in Harwich Port, several musical concerts that combined opportunities with restaurants to increase meals off season with a night out and a show. We look forward to continue to expand these offerings in 2017.

Economic Development: *HCC will continue to collaborate with the Town on economic development strategies and initiatives. Over this past year, HCC has worked tirelessly on behalf of the Town and its businesses and continues to do so. HCC has advocated for a strengthened technology infrastructure and better health insurance rates for small businesses. The Chamber has also provided training, counsel and support to dozens of small businesses struggling to survive in the current economic climate, and has met with several individuals considering locating their business in Harwich.*

HCC continues to strengthen its collaboration with other local chambers of commerce through the Local Cape Chambers Collaborative (LC3) and the Lower Cape Chambers group. Among the many activities currently underway are:

- With LC3: meeting with the Economic Development Council on regional economic development priorities, identified by local chambers in consultation with town officials*
- With LC3: continued advocacy on transportation issues, including real time information, bridge issues, issues relating to drug use, attracting more traffic to the Regional Airport and more.*
- With Lower Cape Chambers: hosting the Annual Lower Cape Home & Garden Expo this year again to be held at the Cape Cod Tech, trainings (WISP and Roundtable Workshops), inter-chamber networking (giving greater business-to-business opportunities)*
- Parking and Connectivity: Explore opportunities for remote parking lots and transit service for*

Thank you for your consideration of the Chamber's request for funding for the Harwich Chamber's marketing initiatives. The Chamber is honored to partner with the Town on building a better community, but the Chamber relies on the Town's support to help achieve its goals. Without this support, the Chamber's marketing activities will be significantly reduced. We appreciate the past support of the Town of Harwich and request funding for these important, revenue-generating initiatives. Thank you for your consideration.

harbors, beaches and other sites with high seasonal demand
The Chamber is honored to partner with the Town on building a better community, but the Chamber relies on the Town's support to help achieve its goals. Without this support, the Chamber's marketing activities will be significantly reduced. We appreciate the past support of the Town of Harwich and request funding for these important, revenue-generating initiatives. Thank you for your consideration.



March 12, 2017
Michael MacAskill
Chairman of the Board of Selectmen
Harwich Town Hall
732 Main Street
Harwich, MA 02645

Dear Mr. MacAskill:

Thank you for the opportunity to amend the Harwich Chamber of Commerce's Warrant Petition Article #42 Promote the Town of Harwich. After meeting with Chris Clark our Town Administrator and discussing the 2017-2018 budget and the fact that it is a balanced budget. The Board of Directors of the Harwich Chamber of Commerce and myself would like to amend our request to the amount of \$25,000, which is the amount we have received for the past two years.

We are thankful for the support and look forward to continuing a unified partnership to promote and grow our town of Harwich together.

Sincerely,

Cyndi Williams
Interim Executive Director
Harwich Chamber of Commerce

Cc: Mr. Christopher Clark, Town Administrator
Mr. Jack Brown, Chairman Finance Committee

NEW SEASONAL WEEKDAY ENTERTAINMENT LICENSE APPLICATION

Port Restaurant & Bar, Inc. d/b/a The Port Restaurant

541 Route 28, Harwich Port

Weekday Entertainment – Recorded or live music with use of amplification, 5:00 p.m. – 10:00 p.m. on rear deck and 5:00 p.m. – 10:00 p.m. inside

Weekday Entertainment

Inside Entertainment - Noise from entertainment may not create a nuisance or be heard outside the boundaries of the premises.

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.

March 20, 2017



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

APPLICATION FOR ENTERTAINMENT LICENSE

Weekday Entertainment (\$75) 1 day (\$25) New application
 Batters Box (\$50) Renewal
 Go Carts (\$50) Annual
 Miniature Golf (\$50) Seasonal
 Trampolines (\$25) Opening Date _____
 Theater (\$150 per cinema)
Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each) Other _____

Business Name Port Restaurant Phone 786-288-1000

d/b/a _____

Business Address 541 Route 28, Harwich Port

Mailing Address _____

Email Address port-restaurant@hotmail.com

Managers Name & Address Justin Brackett, 51 Oak St., Harwich

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT *(This application does not cover Sundays).*

Mon. to Sat. on rear deck 5:00 p.m. to 10:00 p.m. and inside 5:00 p.m. to 12:00 a.m.

ENTERTAINMENT TYPE: (Check all appropriate boxes)

Dancing by Patrons Use of Amplification System
 Dancing by Entertainers or Performers Concert
 Recorded or Live Music Other (Describe)

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] Federal I.D. # _____
Signature of applicant & title

REGULATORY COMPLIANCE FORM

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

[Signature] 3/15/17 [Signature] 3/15/17
Building Commissioner Board of Health Fire Department

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

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
SPECIAL TOWN MEETING
MAY 2, 2017**

BARNSTABLE, ss:

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

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street in said Town on Tuesday, May 2, 2017 at 8:00 P.M., then and there to act on the following articles:

ARTICLES

FUND THE SNOW AND ICE DEFICIT

ARTICLE 1: To see if the Town will vote to transfer from available funds a sufficient sum of money to fund the Fiscal Year 2017 Snow and Ice Deficit Account, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$ Pending.

FUND SHORTFALLS IN BUDGET TRANSFERS

ARTICLE 2: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to fund shortfalls in various budget transfers, and to act fully thereon. By request of the Town Administrator and Town Accountant. Estimated cost: \$ Pending

**SAMPLE
COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL ELECTION BALLOT
MAY 16, 2017**

BARNSTABLE, ss:

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

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, May 16, 2017, then and there to act on the following ballot:

POLLS WILL BE OPEN AT 7:00 A.M. and CLOSE AT 8:00 P.M.

To choose on one (1) ballot the following Town Officers and Committees: two (2) Selectmen for three (3) years; two (2) Monomoy Regional School Committee Member for three (3) years; two (2) Library Trustees for three (3) years; one (1) Water Commissioner for three (3) years.

BALLOT QUESTIONS

1. "Shall the Town of Harwich be allowed to assess an additional \$224,724 in real estate and personal property taxes for the purpose of paying the Town's assessed share of the capital budget of the Monomoy Regional School District for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

2. "Shall the Town of Harwich be allowed to assess an additional \$276,584 in real estate and personal property taxes to fund a community service officer position with fringe benefits in the Police Department and two new firefighter positions with fringe benefits in the Fire Department for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

3. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary

of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to the intermunicipal agreement between the Town of Harwich and the Town of Chatham dated _____, which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and disposal, and the design of sewers in the Pleasant Bay Watershed and the design of the Chatham interconnection system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

4. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, construction, and implementation of the Cold Brook Project, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

5. "Shall the Town of Harwich be allowed to assess an additional \$420,000 in real estate and personal property taxes for the purpose of purchasing or leasing one pumper for the Fire Department for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

6. "Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued to order to hire an architectural firm for the purpose of developing construction plans and bid documents for construction/ renovation of Fire Station 2 at 149 Route 137 for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

7. "Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to complete facility improvements such as construct a solar capable Cart Barn, with the ability to house a state of the art electric golf cart fleet, re-skin and re-roof the

major maintenance "storage" facility, provide environmental upgrades, and reconfigure the existing parking lot and lanes and access to the Club House and Pro Shop facilities with appropriate enhancements, including all costs incidental and related thereto?"

YES _____ NO _____

8. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to design and construct Saquatucket Harbor Landside Renovations, including a new Harbormaster Office building, a leased waterfront Café restaurant, six rented seasonal vendor shacks, a boardwalk with viewing areas that overlook the marina, and a consolidated passenger boat ticket booths and a Harbormaster Department maintenance facility building on the former Downey property including all costs incidental and related thereto?"

YES _____ NO _____

9. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2018?"

YES _____ NO _____

NON-BINDING PUBLIC OPINION ADVISORY QUESTION
TO PROTECT PUBLIC HEALTH AND SAFETY – MOVE SPENT FUEL AT
PLYMOUTH NUCLEAR POWER STATION

Whereas, the original design for the Pilgrim Nuclear Power Station (PNPS) spent fuel pool was for 880 assemblies and now holds over 2,822 densely racked and tightly packed assemblies, and;

Whereas, the PNPS spent fuel pool holds over 11 times the amount of cesium released at Chernobyl, and;

Whereas, the MA Attorney General Office 2006 report cited an accident at PNPS could result in 24,000 latent cancers, \$488 billion in damages, and contamination of hundreds of miles downwind, and;

Whereas, 885 Boraflex panels, which prevent criticality and fire, will be susceptible to unacceptable levels of deterioration by September, 2017, and;

Whereas, the citizens of the Town of Harwich, MA find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Whereas, the citizens of the Town of Harwich, MA find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Therefore, Should the people of the Town of Harwich, MA direct the town's government to communicate with Governor Baker to employ all means available to ensure spent nuclear fuel generated by the Pilgrim Nuclear Power Station be placed in secure dry casks as soon as technically feasible and consistent with the highest standards, ready to be moved to a permanent federal facility when available in order to protect the health, welfare, and economic interests of the Town of Harwich, MA and its inhabitants and visitors?

YES _____ NO _____

**SAMPLE
COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL ELECTION BALLOT
MAY 16, 2017**

BARNSTABLE, ss:

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

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To choose on one (1) ballot the following Town Officers and Committees: two (2) Selectmen for three (3) years; two (2) Monomoy Regional School Committee Member for three (3) years; two (2) Library Trustees for three (3) years; one (1) Water Commissioner for three (3) years.

BALLOT QUESTIONS

1. "Shall the Town of Harwich be allowed to assess an additional \$224,724 in real estate and personal property taxes for the purpose of paying the Town's assessed share of the capital budget of the Monomoy Regional School District for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

2A. "Shall the Town of Harwich be allowed to assess an additional \$90,701 in real estate and personal property taxes to fund a community service officer position with fringe benefits in the Police Department for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

2B. "Shall the Town of Harwich be allowed to assess an additional \$185,883 in real estate and personal property taxes to fund two new Firefighter positions with fringe benefits in the Fire Department for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

YES _____ NO _____

3. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to the intermunicipal agreement between the Town of Harwich and the Town of Chatham dated _____, which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and disposal, and the design of sewers in the Pleasant Bay Watershed and the design of the Chatham interconnection system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

4. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay the costs to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, construction, and implementation of the Cold Brook Project, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto?"

YES _____ NO _____

5. "Shall the Town of Harwich be allowed to assess and additional \$420,000 in real estate and personal property taxes for the purpose of purchasing or leasing one pumper for the Fire Department for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

6. "Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued to order to hire an architectural firm for the purpose of developing construction plans and bid documents for construction/ renovation of Fire Station-2 at 149 Route 137 for the fiscal year beginning July 1, 2017?"

YES _____ NO _____

7. "Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to complete facility improvements such as construct a solar capable Cart Barn, with the ability to house a state of the art electric golf cart fleet, re-skin and re-roof the major maintenance "storage" facility, provide environmental upgrades, and reconfigure the existing parking lot and lanes and access to the Club House and Pro Shop facilities with appropriate enhancements, including all costs incidental and related thereto?"

YES _____ NO _____

8. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to design and construct Saquatucket Harbor Landside Renovations, including a new Harbormaster Office building, a leased waterfront Café restaurant, six rented seasonal vendor shacks, a boardwalk with viewing areas that overlook the marina, and a consolidated passenger boat ticket booths and a Harbormaster Department maintenance facility building on the former Downey property including all costs incidental and related thereto?"

YES _____ NO _____

9. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2018?"

YES _____ NO _____

10. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2019?"

YES _____ NO _____

11. "Shall the Town of Harwich be allowed to exempt from the provisions of Proposition two and one-half, so-called, the amounts required to pay for the bonds issued in order to fund the Road Maintenance Program as requested in the Capital Plan for fiscal year 2020?"

YES _____ NO _____

NON-BINDING PUBLIC OPINION ADVISORY QUESTION
TO PROTECT PUBLIC HEALTH AND SAFETY – MOVE SPENT FUEL AT
PLYMOUTH NUCLEAR POWER STATION

Whereas, the original design for the Pilgrim Nuclear Power Station (PNPS) spent fuel pool was for 880 assemblies and now holds over 2,822 densely racked and tightly packed assemblies, and;

Whereas, the PNPS spent fuel pool holds over 11 times the amount of cesium released at Chernobyl, and;

Whereas, the MA Attorney General Office 2006 report cited an accident at PNPS could result in 24,000 latent cancers, \$488 billion in damages, and contamination of hundreds of miles downwind, and;

Whereas, 885 Boraflex panels, which prevent criticality and fire, will be susceptible to unacceptable levels of deterioration by September, 2017, and;

Whereas, the citizens of the Town of Harwich, MA find this to be an unacceptable threat to our health and safety and must be resolved in the most timely manner;

Therefore, Should the people of the Town of Harwich, MA direct the town's government to communicate with Governor Baker to employ all means available to ensure spent nuclear fuel generated by the Pilgrim Nuclear Power Station be placed in secure dry casks as soon as technically feasible and consistent with the highest standards, ready to be moved to a permanent federal facility when available in order to protect the health, welfare, and economic interests of the Town of Harwich, MA and its inhabitants and visitors?

YES _____ NO _____

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy \$ 45,000,128	Free Cash \$ 1,984,792	CPC \$ -	Water Ent.	Debt/Capital Exclusion \$ -	Local Receipts \$ 10,899,086	Other \$ -	ART#
4-0-0	6-0-0	1		Town Officers & Committees	Customary												1
4-0-0	6-0-0	2		Reports of Town Officers & Comms.	Customary												2
4-0-0	6-0-0	3		Elected Officials Salaries	Customary												3
		4		Town Operating Budget	BOS	\$ 33,300,000.00	33,300,000.00			\$ 18,788,138	\$ 81,130		\$ 650,178		\$ 10,899,086	\$ 1,317,519	4
5-0-0	8-1-0	5		MRSD Budget (Tax Levy)	MRSC/Supt	\$ 24,787,671.00	\$ 24,787,671.00			\$ 24,563,557							5
	8-1-0	5		MRSD (Capital Only)										\$ 224,114			5
4-0-0	8-0-0	6		CC Tech School Budget	Supt.	\$ 1,487,362.00	1,487,362.00	1,487,362.00		\$ 1,487,362							6
4-0-0	7-0-0	7		Water Department Budget	Water Com.	\$ 4,126,594.00	4,126,594.00	4,126,594.00					\$ 4,126,594				7
5-0-0	6-0-0	8		Adopt Capital Plan	BOS												8
5-0-0	6-0-0	9		Cap Items Under \$50K from Free Cash	BOS	\$ 116,819.00	116,819.00				\$ 116,819						9
5-0-0	7-0-1	10		Facility Maint & Repair Fund	BOS	\$ 808,086.00	808,086.00				\$ 774,156		\$ 33,930				10
	8-0-0	11		Design & Construction of Sewers in Pleasant Bay Watershed	BOS	\$ 9,035,000.00								\$ 9,015,000			11
	8-0-0	12		Cold Brook Project	BOS	\$ 2,000,000.00								\$ 2,000,000			12
	8-0-0	13		Enact Sewer Bylaw	BOS												13
5-0-0		14		Fund Replacement of Fire Pumper	FIRE	\$ 420,000.00	420,000.00							\$ 420,000			14
5-0-0		15		Fund Plans & Bid Docs for Station 2	FIRE	\$ 310,000.00	310,000.00							\$ 310,000			15
5-0-0		16		Golf Course Landscape Reclamation & tree removal	Golf	\$ 43,000.00	43,000.00									\$ 43,000	16
5-0-0		17		Golf Course Irrigation Update and system rebuild	Golf	\$ 39,000.00	39,000.00									\$ 39,000	17
5-0-0		18		Reconst of Maint & Operations Infrastructure at Golf Course	Golf	\$ 1,200,000.00	1,200,000.00							\$ 1,200,000			18
	8-0-0	19		Replacement of Round Cove Boat Ramp	Harbor	\$ 177,070.25	\$ 177,070.25									\$ 177,070.25	19
	7-0-1	20		Fund Saquatucket Harbor Landside Project	Harbor	\$ 3,000,000.00	\$ 3,000,000.00							\$ 3,000,000			20
	8-0-0	21		Purchase & Equip DPW Vehicles	DPW	\$ 390,000.00					\$ 390,000						21
	8-0-0	22		Fund Road Maint Program	DPW	\$ 700,000.00								\$ 700,000			22
5-0-0	8-0-0	23		Fund Water Dept Vehicles	Water Com.	\$ 107,855.50	\$ 107,855.50						\$ 107,855.50				23
5-0-0	8-0-0	24		Fund Replacement of Old Water Service along Nat'l Grid Project	Water Com.	\$ 400,000.00	400,000.00						\$ 400,000				24
5-0-0	7-0-0	25		CPC - Reserve for future appropriations	CPC												25
5-0-0	7-0-0	26		CPC - Fund Land Bank Debt Service	CPC	\$ 610,000.00	610,000.00					\$ 610,000					26
5-0-0	6-1-0	27		CPC - Restoration of Chase Library Chimney	CPC	\$ 5,100.00	51,000.00					\$ 5,100					27
5-0-0	7-0-0	28		CPC - Whitehouse Field Irrigation	CPC	\$ 28,500.00	28,500.00					\$ 28,500					28
5-0-0	7-0-0	29		CPC - Brooks Park exp/imp Phase #4	CPC	\$ 167,900.00	167,900.00					\$ 167,900					29

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017				BOS Recom.	FinCom Recom	Tax levy \$ 45,000,128	Free Cash \$1,984,792	CPC \$ -	Water Ent.	Debt/Capital Exclusion \$ -	Local Receipts \$10,899,086	Other \$ -	ART#
				Petitioner	Request	TA Recom.											
		38	11. Ch. 7, §7-10-1 Rec & Youth Comm - delete "7 members" and include appt by the BoS "as outline in Ch.7, Art. III"													38	
		38	12. Ch. 7, §7-11-1 Cultural Council "not less than 5 nor more than 22 members"													38	
		38	13. Ch. 7, §7-12-1 ZBA "not less than 3 nor more than 5 members & 5 Assoc. Members"													38	
		38	14. Ch. 7, §7-13-1 Golf Comm "delete "7 members" & include appt by the BoS "as outline in Ch.7, Art. III" & §7-13-2 change wording of their authority.													38	
		38	15. Ch. 7, §7-14-1 Waterways Comm delete "7 members & 2 Alt." & incl appt by the BoS "as outline in Ch.7, Art. III"													38	
		38	16. Ch. 7, §7-15-1 Cemetery Comm delete "3 members" and include appt by the BoS "as outline in Ch.7, Art. III"													38	
		38	17. Ch 7, §7-16-1 Bylaw/Charter Review Comm delete "5 members" and include appt by the BoS "as outline in Ch.7, Art. III"													38	
4-0-0		39	Chase & H.Port Libraries Defrey Expense	Petitioned	\$ 20,000.00	20,000.00	20,000.00							\$ 20,000		39	
		40	Promote Harwich	Petitioned	\$ 35,000.00	25,000.00								\$ 25,000		40	
4-0-0		41	Annual Allocation of Mass Cultural Council	Culture Council	\$ 3,000.00	3,000.00	\$ 3,000							\$ 3,000		41	
4-0-0 IPP		42	Refrain from Enforcing Federal Immigration Law	Petitioned												42	
4-0-0 IPP		43	Prohibit Demolition of W. Harwich School	Petitioned												43	
4-0-0 IPP		44	Purchase & Install Historic Windows in W. Harwich School	Petitioned												44	
3-1-0 IPP		45	Use of Harwich Middle School for Town Owned Housing	Petitioned	\$ 65,000.00											45	
5-0-0		46	Memorial Tree & Landscaping Fund	Cemetery	\$ 30,000.00	30,000.00										46	
4-0-0		47	Departmental Revolving Funds Authorization	BOS												47	

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May 2, 2017**

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APPENDIX A – Sample Ballot

APPENDIX B – Operating Budget

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

BARNSTABLE, ss:

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

Greetings:

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

ARTICLES

TOWN OFFICERS AND COMMITTEES

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

REPORTS OF TOWN OFFICERS AND COMMITTEES

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

ELECTED OFFICIALS SALARIES

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

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

TOWN OPERATING BUDGET

ARTICLE 4: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Town charges for Fiscal Year 2018, and further to provide for an enhancement of service levels to fund two additional fire fighters and one police officer dedicated for elder affairs and fringe benefit costs. This enhanced level of service will be contingent upon the passage of a Proposition

2 ½ override vote, and to act fully thereon. (BUDGET – SEE APPENDIX B).
Estimated cost: \$33,300,000.

MONOMOY REGIONAL SCHOOL DISTRICT BUDGET

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

CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT BUDGET

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

WATER BUDGET

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

ADOPT THE CAPITAL PLAN

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

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

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

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

FACILITY MAINTENANCE AND REPAIR FUND

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

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

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

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to the intermunicipal agreement between the Town of Harwich and the Town of Chatham dated _____, which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and design of sewers in the Pleasant Bay Watershed and design the Chatham interconnector system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$9,035,000.

Explanation: The Board of Selectmen have decided to request the design components of the CWMP Phase 2 and the cost to implement the Chatham IMA to purchase capacity. The total cost is \$9,035,000. It is anticipated that when the design is complete, an article for \$22,980,000 will be requested in 2019 to fund the construction. The IMA Interconnector cost is \$2,150,000; the Southern section of

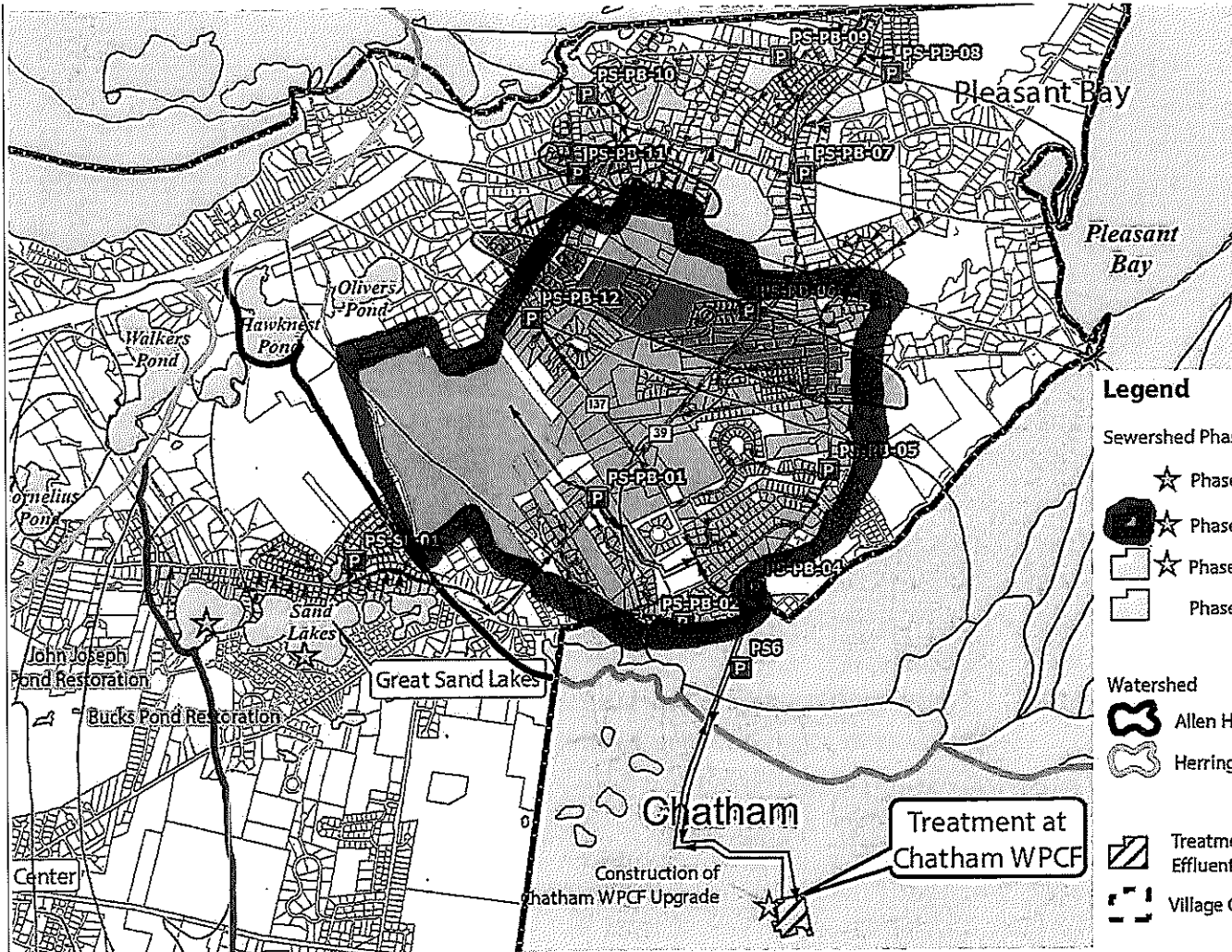
the Pleasant Bay is \$20,280,000; and the restoration of Hinckley Pond is \$550,000. The 2019 Annual Town Meeting will be requested to consider the following article. The anticipation is the numbers should be more refined by 2019. The voter should consider the full amount of such when deciding to vote at Town Meeting and on the Ballot Question. It is anticipated that the Board of Selectmen will be seeking a further appropriation to implement the CWMP at the 2018 Annual Town Meeting as follows:

SAMPLE ARTICLE

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

ARTICLE XX: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, including the construction of an interconnection between the Town of Harwich and Town of Chatham sewer systems and the construction of sewers in the southern section of Pleasant Bay Watershed identified as Phase 2 portion, as more fully described in said Comprehensive Wastewater Management Plan, and any land acquisition costs, and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$22,450,000.

Pleasant Bay Sewer Service Areas



Legend

Sewershed Phase

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

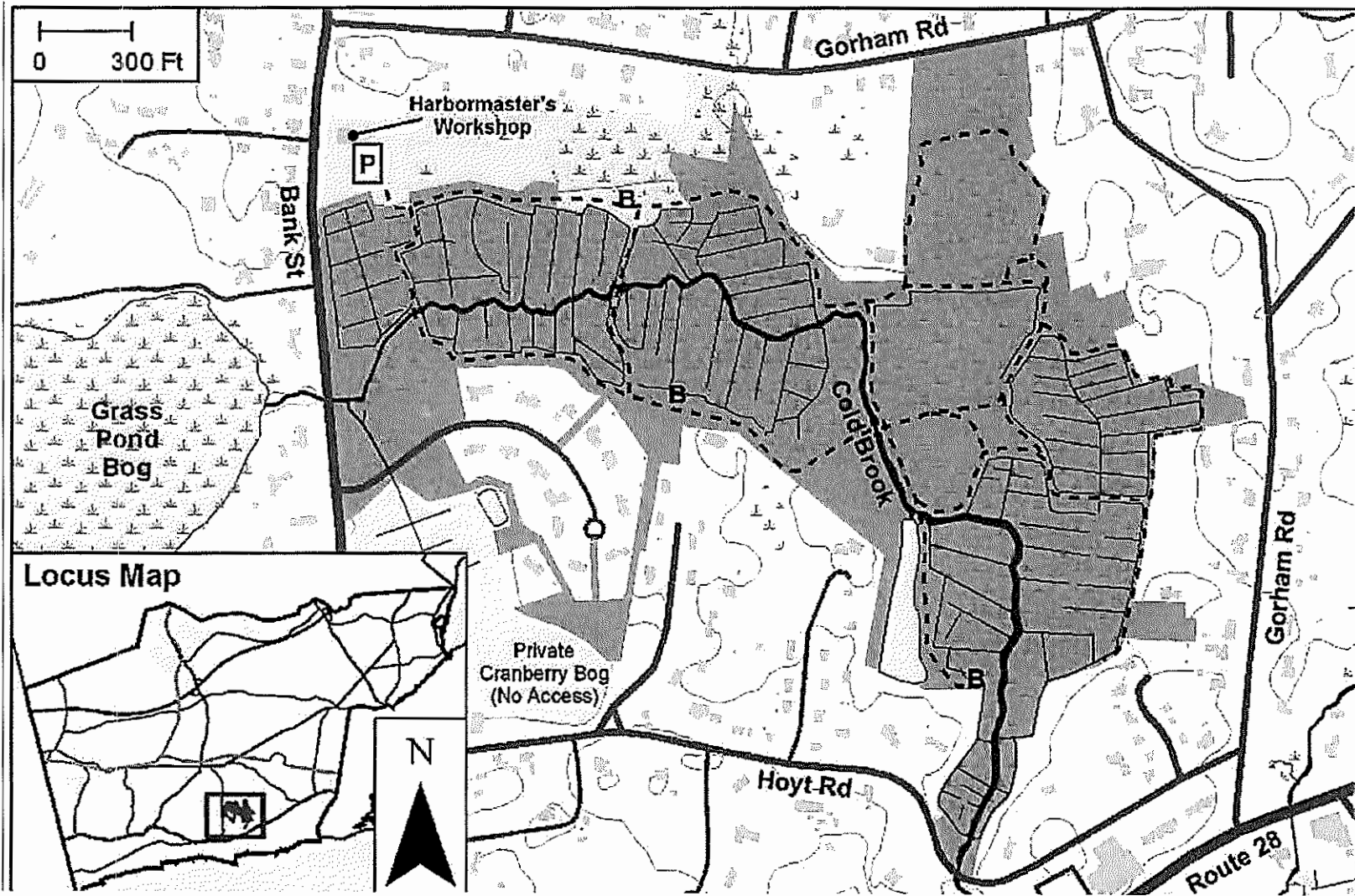
Watershed

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

- Treatment / Effluent Recharge
- Village Center
- Pumping Station
- Effluent Infiltration Basin

COLD BROOK PROJECT

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



ATM Warrant Article #12

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

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

TOWN OF HARWICH SEWER USE BY-LAW

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

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

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

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

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

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

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

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

FUND REPLACING FIRE DEPARTMENT PUMPER

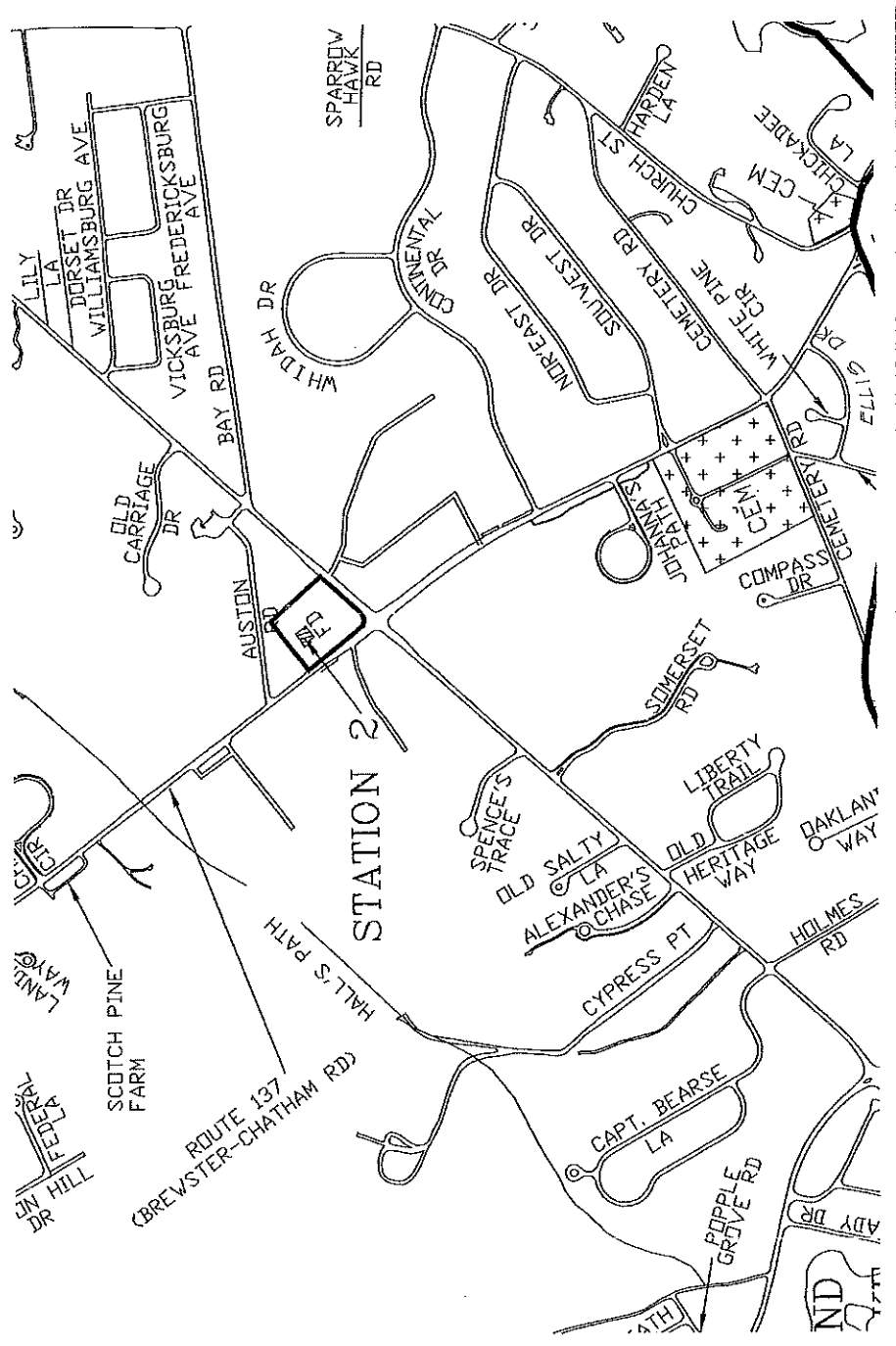
ARTICLE 14: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to purchase or lease one pumper for the Fire Department, and further to authorize the trade-in or sale of the 1985 Pierce pumper. The appropriation authorized by this vote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

FUND PLANS AND BID DOCUMENTS FOR STATION 2

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

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

ATM Warrant Article # 15



ATM Warrant Article #15

LANDSCAPE RECLAMATION AND MAJOR TREE REMOVAL

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

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

IRRIGATION UPGRADE AND SYSTEM REBUILD

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

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

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

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

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

FUND THE REPLACEMENT OF THE ROUND COVE BOAT RAMP

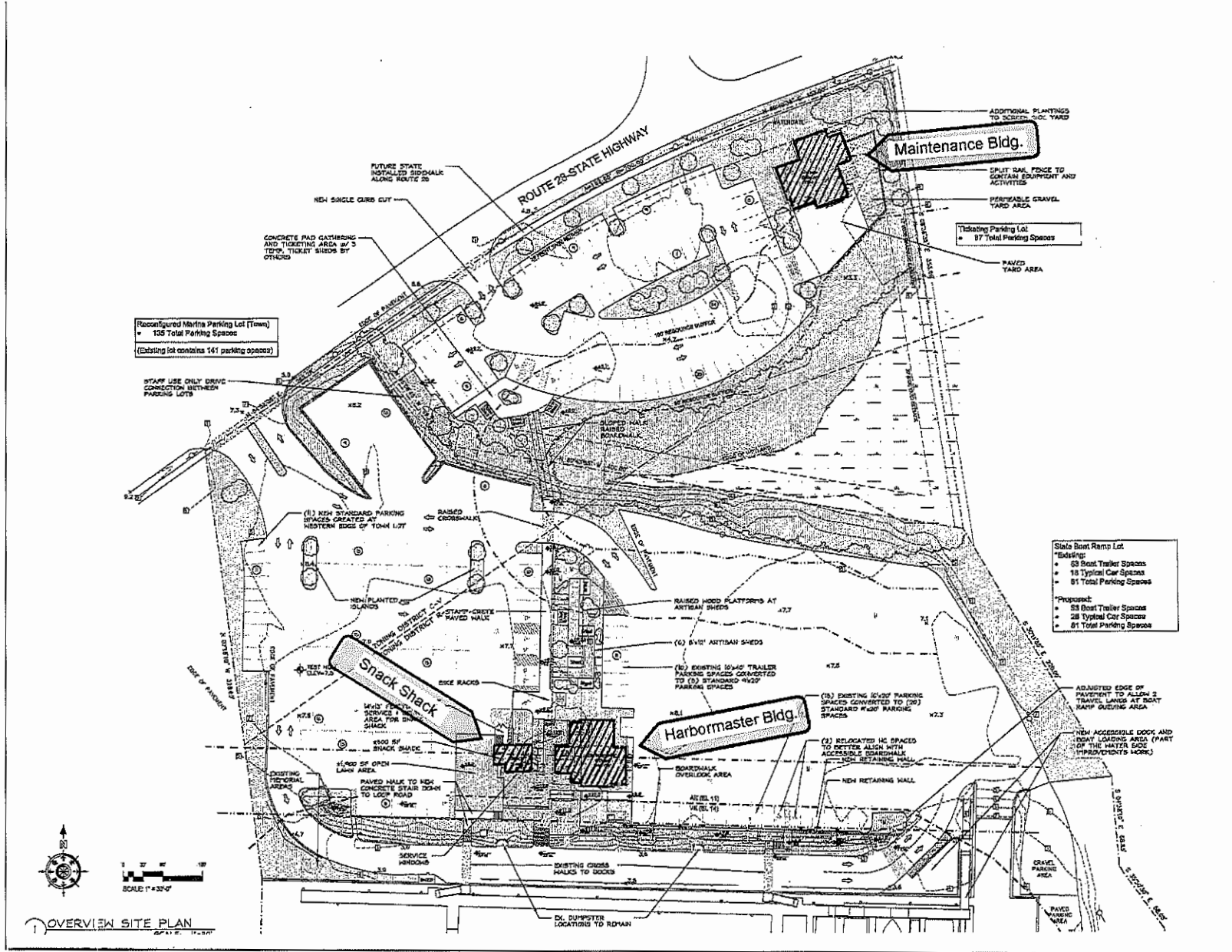
ARTICLE 19: To see if the Town will vote to transfer from available funds the remaining balance of funds contained in the following articles funded by Free Cash: Article 23 of 2010 Annual Town Meeting (\$7,600), Article 14 of 2014 Annual Town Meeting (\$159,812.01), and Article 33 of 2014 Annual Town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

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

FUND THE CONSTRUCTION OF THE SAQUATUCKET HARBOR LANDSIDE RENOVATIONS

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

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



PURCHASE AND EQUIP VEHICLES FOR THE DPW

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

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

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

Explanation:

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

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

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

ROAD MAINTENANCE PROGRAM

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

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

FUND THE PURCHASE OF VEHICLES FOR THE WATER DEPARTMENT

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

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

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

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

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

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

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

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

FUND LAND BANK DEBT SERVICE

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

RESTORATION OF THE CHASE LIBRARY CHIMNEY

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

Estimated Cost: \$5,100

WHITEHOUSE FIELD IRRIGATION SYSTEM REPLACEMENT

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

BROOKS PARK EXPANSION/IMPROVEMENT PHASE 4

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

VETERANS MEMORIAL FIELD FITNESS STATIONS

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

RESTORATION OF FENCE RAILS AT EVERGREEN CEMETERY

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

REIMBURSE THE HARWICH CONSERVATION TRUST

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

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

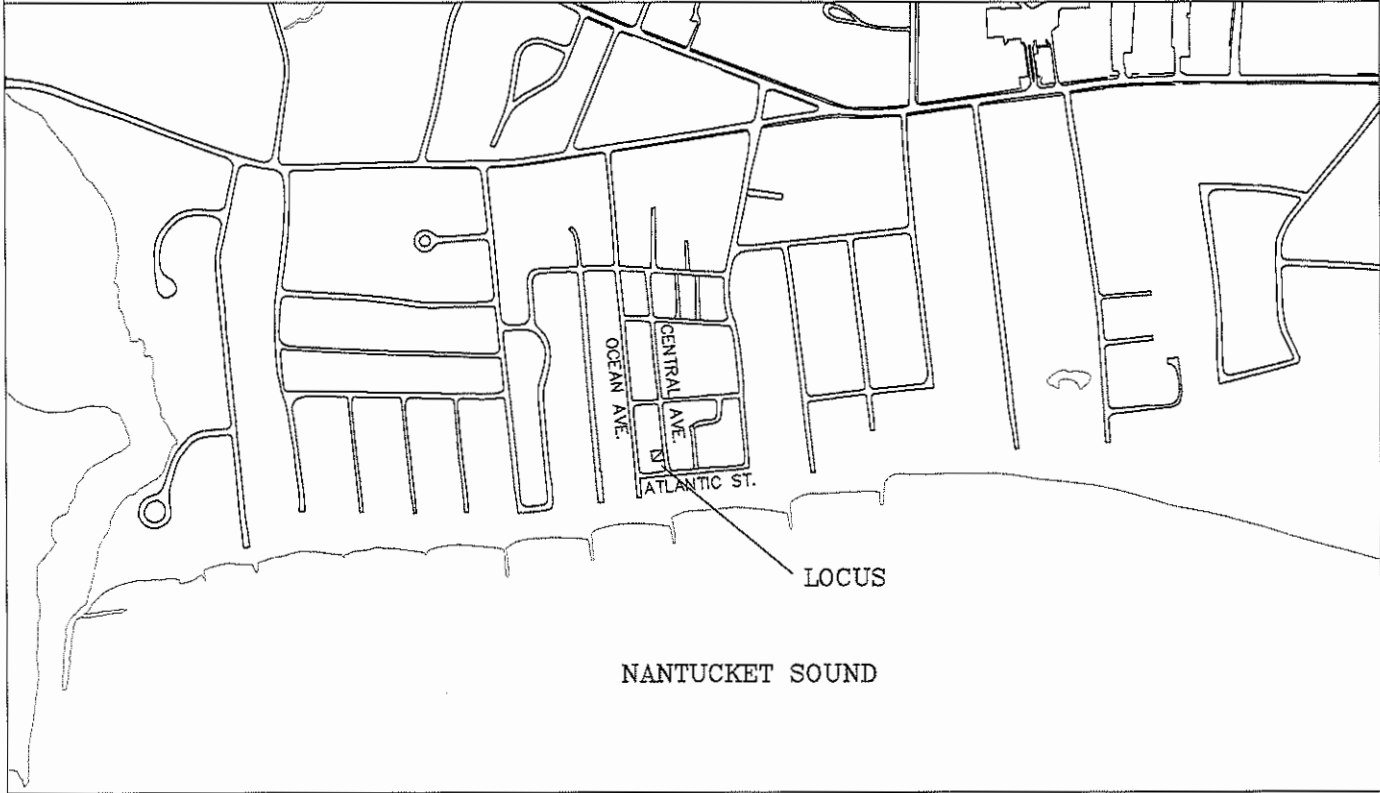
SALE OF TOWN-OWNED LAND – 4 CENTRAL AVENUE

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

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

ARTICLE:

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



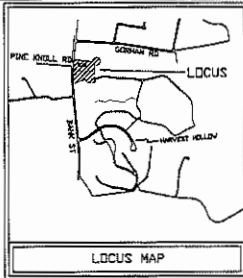
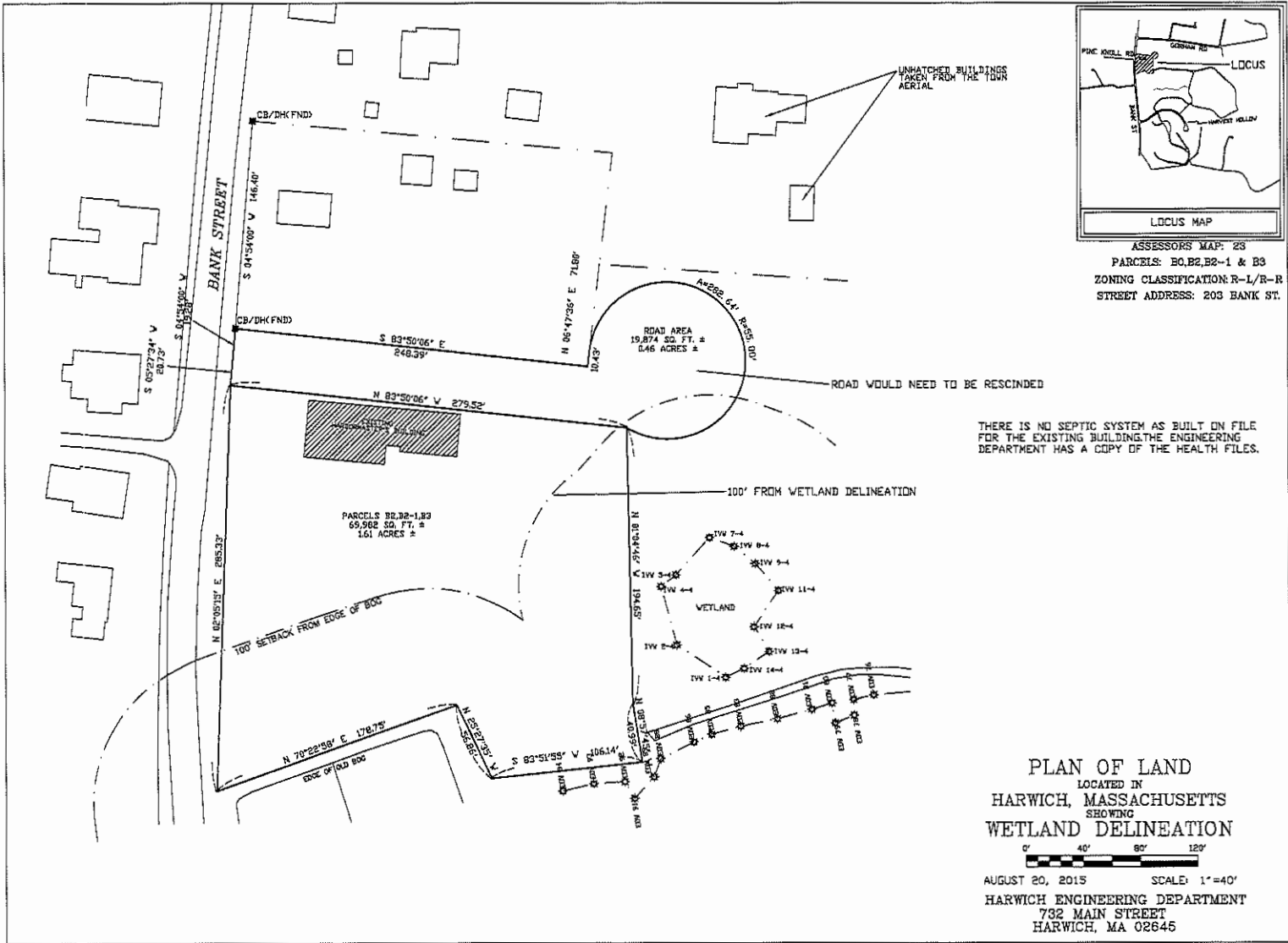
ATM Warrant Article #35 - 4 Central Avenue

SALE OF TOWN-OWNED LAND – 203 BANK STREET

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

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

ATM Warrant Article 34 - 203 Bank Street



ASSESSORS MAP: 23
 PARCELS: B0, B2, B2-1 & B3
 ZONING CLASSIFICATION: R-L/R-R
 STREET ADDRESS: 203 BANK ST.

THERE IS NO SEPTIC SYSTEM AS BUILT ON FILE FOR THE EXISTING BUILDING THE ENGINEERING DEPARTMENT HAS A COPY OF THE HEALTH FILES.

PLAN OF LAND
 LOCATED IN
 HARWICH, MASSACHUSETTS
 SHOWING
 WETLAND DELINEATION

0' 40' 80' 120'

AUGUST 20, 2015 SCALE: 1"=40'
 HARWICH ENGINEERING DEPARTMENT
 732 MAIN STREET
 HARWICH, MA 02645

LEASE OF THE SAQUATUCKET LANDSIDE PROPERTY

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

PEG ACCESS AND CABLE RELATED FUND ACCEPTANCE

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

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

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

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

§325-134 Purpose

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

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

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

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

§325-135 Definitions

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

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

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

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

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

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

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

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

§325-136 Temporary Moratorium.

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

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

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

VARIOUS AMENDMENTS TO THE HARWICH HOME RULE CHARTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-8-1 A council on aging of ~~9 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

10. Amend Chapter 7 subsection 7-9-1, Historic District and Historical Commission, as follows:

7-9-1 A historic district and historical commission consisting of not less than 3 nor more than 7 members and 5 alternates shall be appointed by the board of selectmen by the Board of Selectmen in accordance with the provisions of this charter and the General Laws as outlined in Article V of the By-laws in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

11. Amend Chapter 7 subsection 7-10-1, Recreation and Youth Commission, as follows:

7-10-1 A recreation and youth commission of ~~7 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

12. Amend Chapter 7 subsection 7-11-1, Cultural Council, as follows:

7-11-1 A cultural council of ~~5 members~~ not less than 5 members nor more than 22 members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws in accordance with the General Laws of the Commonwealth of Massachusetts. Members shall not be eligible to serve more than 2 consecutive terms.

13. Amend Chapter 7 subsection 7-12-1, Zoning Board of Appeals, as follows:

7-12-1 A zoning board of appeals of ~~5 members and 5 associate members~~ not less than 3 members nor more than 5 members and 5 associate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

14. Amend Chapter 7 section 7-13, Golf Committee, as follows:

7-13-1 A golf committee ~~of 7 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

7-13-2 The committee shall ~~have full power and responsibility for~~ recommend governing policies relating to the maintenance and operation of the municipal golf course for consideration by the board of selectmen.

15. Amend Chapter 7 subsection 7-14-1, Waterways committee, as follows:

7-14-1 waterways committee ~~of 7 members and 2 alternate members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms and shall be advisory to that board.

16. Amend Chapter 7 subsection 7-15-1, Cemetery Commission, as follows:

7-15-1 A cemetery commission ~~of 3 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms.

17. Amend Chapter 7 subsection 7-16-1, By-law/Charter Review Committee, as follows:

7-16-1 A by-law/Charter Review Committee ~~of 5 members~~ shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. The committee shall regularly review the by-laws of the town and submit proposed revisions to the town meeting at least once every 5 years. In addition, the committee shall regularly review the charter and submit proposed amendments to it to the board of selectmen under section 2 of chapter 10 of this charter.

DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY

ARTICLE 39: To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$20,000 to help defray the expenses of the Chase Library and the Harwich Port Library; said funds to be expended under the direction of the Chase Library and Harwich Port Library Trustees, and to act fully thereon. By Petition. Estimated cost: \$20,000.

Explanation: Chase Library and Harwich Port Library are free, publicly supported libraries. Town funds have been appropriated either through the general budget or by articles since 1911 (Chase) and 1926 (Harwich Port). These funds are essential for continued operation and for the customary State reimbursements.

PROMOTE THE TOWN OF HARWICH

ARTICLE 40: To see if the Town will vote to: raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and to advance economic development initiatives for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town, and to act fully thereon. By petition. Estimated cost: \$35,000

Explanation: For more than 58 years, Harwich Chamber of Commerce (HCC) has worked in the best interest of Harwich and for the people living in, working in and visiting the Town of Harwich. Since 1995, the citizens of Harwich, through the annual Town Meeting, have voted to fund warrant articles submitted by the Harwich Chamber of Commerce in support of its work promoting the community, providing needed informational services, and developing and advancing economic sustainability and development strategies. We are again requesting the Town's support for the Chamber's efforts in:

- (a) providing year-round informational services to visitors, residents, second homeowners, and businesses (over 74,000 visits to our Information Center in 2016)*
- (b) promoting the Town of Harwich and its new brand: The Warm Side of the Cape, thereby bringing much needed income into the community.*
- (c) Support of the Chamber's efforts, in partnership with the Town of Harwich, to develop and implement economic development initiatives to benefit the Town as defined by objectives in the Town's Local Comprehensive Plan.*

*(a) **Year-Round Information Services:** Harwich's Information Center is open 52 weeks a year. Combining this valuable resource with the Chamber's internet/website portals, as well as telephone and mail inquiries, Harwich Chamber annually provides more than 320,000 instances of contact with visitors, seasonal and year-round homeowners and residents, organizations and businesses. These connections offer the opportunity to market and promote the Town utilizing our new brand "The Warm Side of the Cape." By being available to meet the needs of our "customers" we are able to encourage patronage of our local amenities and businesses and to connect individuals and businesses with the appropriate Town offices and officials 12 months a year in a friendly, warm and upbeat fashion.*

*(b) **Promoting the Town of Harwich:** The Harwich Chamber continues to be the lead force in promoting the Town of Harwich. By utilizing a multi-faceted approach, HCC strives to position Harwich as a premier destination for local, regional, national and international individuals and families. The marketing strategies are aimed at encouraging residents, second homeowners (current and potential), and visitors to avail themselves of Harwich's recreational amenities, as well as for shopping, dining, vacations, day trips, events and festivals. The plan, which positions Harwich as a desired vacation destination and an outstanding place in which to live and work, includes:*

1. *The Harwich Magazine, the Town's primary comprehensive printed and online resource for attracting tourists and visitors to Harwich, and for our residents, second home-owners and businesses.*
2. *The HCC website's robust content complements the Magazine and links to a wide range of Town resources.*
3. *Ancillary printed and on-line pieces, including specialized maps (cranberry bogs, lodging locator, dining locator, beaches, bike trail) that target market segments and interests.*
4. *Media placements in local, regional and national publications.*
5. *Online targeted ads geared towards establishing new residents, building our workforce and bringing in tax revenues for the town.*

Special events and festivals are about more than attracting people to town to enjoyable experiences. They are about defining key elements of Harwich's brand and about parlaying those assets into support for our businesses, non-profit organizations, and the community. For example, Fall for Harwich provided the umbrella under which thousands of people were invited to participate in a robust array of more than 30 events, including the half-marathon road race, music festival, bog walks, concerts, teas, arts & crafts, our first sidewalk sale and more. Fall for Harwich and Christmas in Harwich also provide opportunities for our local non-profits to raise badly needed funds and increase their visibility. In addition, the Chamber continues to actively engage in creating and implementing new events as well as expanding existing events. In 2016, the Chamber coordinated eight Port Summer Night Musical Strolls in Harwich Port, several musical concerts that combined opportunities with restaurants to increase meals off season with a night out and a show. We look forward to continue to expand these offerings in 2017.

Economic Development: *HCC will continue to collaborate with the Town on economic development strategies and initiatives. Over this past year, HCC has worked tirelessly on behalf of the Town and its businesses and continues to do so. HCC has advocated for a strengthened technology infrastructure and better health insurance rates for small businesses. The Chamber has also provided training, counsel and support to dozens of small businesses struggling to survive in the current economic climate, and has met with several individuals considering locating their business in Harwich.*

HCC continues to strengthen its collaboration with other local chambers of commerce through the Local Cape Chambers Collaborative (LC3) and the Lower Cape Chambers group. Among the many activities currently underway are:

- *With LC3: meeting with the Economic Development Council on regional economic development priorities, identified by local chambers in consultation with town officials*
- *With LC3: continued advocacy on transportation issues, including real time information, bridge issues, issues relating to drug use, attracting more traffic to the Regional Airport and more.*
- *With Lower Cape Chambers: hosting the Annual Lower Cape Home & Garden Expo this year again to be held at the Cape Cod Tech, trainings (WISP and Roundtable Workshops), inter-chamber networking (giving greater business-to-business opportunities)*
- *Parking and Connectivity: Explore opportunities for remote parking lots and transit service for harbors, beaches and other sites with high seasonal demand*

The Chamber is honored to partner with the Town on building a better community, but the Chamber relies on the Town's support to help achieve its goals. Without this support, the Chamber's marketing activities will be significantly reduced. We appreciate the past support of the Town of Harwich and request funding for these important, revenue-generating initiatives. Thank you for your consideration.

SUPPLEMENT ANNUAL ALLOCATION OF MASS CULTURAL COUNCIL FOR
LOCAL CULTURAL COUNCIL GRANTS

ARTICLE 41: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to supplement the Massachusetts Cultural Council annual allocation for grant awards to artists, performers and interpretive scientists who bring events to local venues which enhance the cultural experience of Harwich citizens of all ages, and to act fully thereon. By request of the Harwich Cultural Council. Estimated Cost: \$3000

REFRAIN FROM ENFORCING FEDERAL IMMIGRATION LAWS

ARTICLE 42: To see if the Town will vote to request the Selectmen to authorize Town officials to refrain from using town funds and other resources to enforce federal immigration laws, in keeping with current practices, unless presented with a criminal warrant or other evidence of probable cause as required by the Fourth Amendment of the United States Constitution; and, to see if the Town will vote to request the Harwich Board of Selectmen to protect the civil liberties and human rights of all Harwich residents and visitors regardless of race, ethnicity, religion, ability, sexual and gender identity, national origin, or citizenship and immigration status, and to act fully thereon. By Petition.

Explanation: This Article seeks to reaffirm the Town's commitment to the values of freedom, justice and equality for all Harwich residents and visitors to lead lives of peace and dignity free from fear, harassment and violence.

PROHIBIT THE DEMOLITION OF THE WEST HARWICH SCHOOL

ARTICLE 43: To see if the Town will vote to protect the historic and cultural resource of the town owned West Harwich Schoolhouse by prohibiting demolition and/or dismantling and/or moving of the building to another part of town, to any other town or to any other state, and to act fully thereon. By Petition.

Explanation: The West Harwich Schoolhouse was built in 1871 and has been used for many purposes including a Veteran's Affairs office and a Youth Recreation center. It is a well built and highly adaptable building. As Captains' Row evolves into a walkable and vibrant neighborhood accenting our collective heritage and with plans for an improved Rt. 28 with design enhancements including lamp posts or benches or a pocket park and gently sidewalks the use of the schoolhouse could be invaluable. With 7 villages of Harwich each with its own distinct character, for the West Harwich village the civic building of the quintessential schoolhouse is our historic resource that should not be destroyed or taken

from us. The building needs to be rehabilitated at its original site and the wishes of the community respected. There is easy access from Rt. 28 and plenty of parking. Because the schoolhouse lies in close proximity to the Historic Baptist Cemetery, the Bike Trail, Bells Neck Conservation land, Home of the Harwich Junior Theater, and the Herring River it holds the potential for multiple community oriented uses

PURCHASE AND INSTALL HISTORICALLY ACCURATE WINDOWS IN THE WEST HARWICH SCHOOLHOUSE

ARTICLE 44: To see if the Town will vote to direct town administration to complete the wishes of the voters as expressed at the 2007 town meeting to use the existing C P C funding to purchase and install historically accurate windows in the West Harwich Schoolhouse, and to act fully thereon. By Petition

Explanation: At the 2007 town meeting actions under article 42 voted in the affirmative to fund a CPC article dedicating \$84,000 for installation of historically appropriate windows in the Sisson Road Recreation building and the West Harwich schoolhouse. The Sisson Road building received its windows but the West Harwich Schoolhouse windows were never installed and \$32,000 remains to complete the project. Enacting only part of the vote that was approved by town meeting and not completing the other part is a precedent that should not be tolerated. Essentially this undermines the power of town meeting and the vote. The town has the responsibility to enact what the voters approved in town meeting and a yes vote on this article assures that the citizens' vote is honored. The town has already invested \$28,000 appropriated in 2008 for repair of the foundation on this building. This continues the process that has already been started.

USE OF THE HARWICH MIDDLE SCHOOL FOR TOWN OWNED HOUSING

ARTICLE 45: To see if the Town will vote to raise and appropriate, transfer from available funds, free cash flow or borrow a sufficient sum of money to fund architectural and engineering plans to retain the Harwich Middle school for development as a town owned affordable and/or senior housing facility managed either internally or by an outside agency, and to act fully thereon. The appropriation authorized by this vote shall not take effect until the town is exempt from the limitation on the total taxes imposed by M.G.L. Chapter 59, Section 21C (proposition 2 ½) the amounts required to pay the principal and any interest on any borrowing authorized under this article and further authorize the board of selectmen to accept any State, Federal or private grant monies for this purpose. By Petition. Estimated cost: \$65,000

Explanation: With the formation of the Monomoy Regional School District the Harwich Middle School became an unwanted and unused building which was transferred to the Town of Harwich. At least two Board of Selectmen Repurpose Committees have struggled with the future of this facility. On May 17, 2016 a non-binding ballot question with four specific options attempted to provide a clear direction for the future use of this property. Option #3 received the most votes. This option called for the sale of the property to an outside developer for affordable or senior housing purposes. The Board of Selectmen has chosen to ignore the results of the question and seeks to rent space for non-profit activities

The recently updated Harwich Housing Plan identifies the need for 277 additional affordable housing units in the Town of Harwich to bring the town in line with the State of MA goal of 10% affordable housing stock in each community. Multi-unit affordable housing developments are typically undertaken by private developers under a process known as "40B ". The process circumvents local zoning and often results in the town having little or no say as to who gets to reside in these affordable housing units. The affected communities and neighborhoods often resist such developments due to the loss of local control and "not in my backyard" objections

In Harwich we have a real and urgent need for affordable housing for seniors, veterans, work force, individuals and small families. Many of our recently graduated college professionals are burdened with student debt and need an affordable housing solution to begin their careers here in Harwich

This article seeks to evaluate the potential and associated renovation / operating costs associated with a Town owned conversion of the Middle School to affordable housing units. As taxpayers we would invest in the conversion and utilize the existing Harwich Housing Authority to manage the ongoing operation of this facility

By funding, owning and operating this affordable housing complex we will be better able to set the rules and provide occupancy preferences based upon connections to the Town of Harwich. This is an important opportunity for us to stand up for our seniors, veterans, work force, individuals and small families while making a very significant addition to our affordable housing stock

By funding the conversion study the consultant will develop floor plans to identify the number and size of individual housing units as well as defining the features of common areas and site features. Most importantly the costs of converting and operating the facility will be estimated and identified.

Based upon the successful outcome of the study an article and associated ballot question will be provided for inclusion in the 2018 Annual Town Meeting for the Town to decide if it wants to support this project.

MEMORIAL TREE AND LANDSCAPING FUND FOR CEMETERY DEPARTMENT

ARTICLE 46: To see if the Town will vote to raise and appropriate a sufficient sum of money to fund the Memorial Tree and Landscape Fund, a program to plant at any of the Town owned Cemeteries in Harwich, and to act fully thereon. By request of the Cemetery Commission. Estimated cost: \$30,000.00.

DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION

ARTICLE 47: To see if the Town will vote to authorize revolving funds for certain town departments under M.G.L. Ch. 44, § 53E ½ for the Fiscal Year beginning July 1, 2018; and to act fully thereon. By request of the Board of Selectmen

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>	<u>FY 18 Spending Limit</u>	<u>Disposition of FY17 Fund balance</u>
Golf	Director, Golf Committee & ATA	Golf Lessons and Pro Shop Sales	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor	\$250,000	Available for expenditure
Golf Infrastructure fund	Director, Golf Committee	New surcharge on all green fees and cart fees	CVGC Infrastructure including Club House facilities, maintenance facilities	\$50,000	
Council on Aging	Director & Council on Aging	Fees from health, recreation, nutrition and education programs	Health, recreation, nutrition and education programs	\$125,000	Available for expenditure
Cemetery	Administrator & Cemetery Commission	90% of Lot Sales, 100 % of all Cemetery Services and Fees	Maintenance of town cemeteries	\$70,000	Available for expenditure
Community Center	Director & Facilities Committee	Fees from use of the weight room	Weight Room Equipment (and repair)	\$50,000	Available for expenditure
Recreation	Director & Rec & Youth Commission	Fees from recreation and youth programs	Recreation and youth programs	\$120,000	Available for expenditure
Albro House	Town Planner & Historic District/Hist. Commission	Fees from receipts of lease or fees for short term rooms use and rental	Restorations, maintenance, care and support of town-owned property	\$10,000	Available for expenditure
ADA	Town Administrator	Receipts of parking penalty fees	Interpreter services or accommodations required under ADA	\$2,500	Available for expenditure
Wetlands	Conservation Commission	Notice of Intent filing fees	Consultants and wetland and buffer zone management and restoration projects	\$6,000	Available for expenditure

ESTABLISH ANNUAL REVOLVING FUND FOR THE CARE AND MAINTENANCE OF THE FORMER HARWICH MIDDLE SCHOOL

ARTICLE 48: To see if the Town will vote to authorize the creation and establishment of a revolving fund as authorized under M.G.L. Ch. 44, § 53E ½ for the Community Center Director and Facilities Manager, for the purpose of funding continuing period appropriate restorations, maintenance, care, and support of town-owned property, not to exceed \$100,000 annually with funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room(s) use and rental, and to act fully thereon. By request of the Community Center Director and Town Administrator.

ESTABLISH ANNUAL SIDEWALK REVOLVING FUND

ARTICLE 49: To see if the Town will vote to establish a revolving fund, effective FY 2018 under M.G.L. Chapter 44, Section 53E ½ for the purpose of accepting monies generated from receipts paid to the Town in lieu of sidewalks required to be installed in new subdivisions, credited to the revolving fund, expenditures for sidewalk improvements including consulting services and construction approved by the Town Planner and the Planning Board in an amount not to exceed fifty thousand dollars (\$50,000), and to act fully thereon. By request of the Planning Board.

Explanation: While this Revolving Fund was properly established under M.G.L., Chapter 44, Section 53E ½ at the May 2004 Special Town Meeting, Article 9, it has not been reauthorized annually by Town Meeting as required by the statute. This article is intended to correct this oversight.

ESTABLISH A DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION BY-LAW

ARTICLE 50: To see if the Town will vote to establish a new by-law to be added to the Code of the Town of Harwich under a new Chapter 8, entitled “Departmental Revolving Funds”, and to act fully thereon. By request of the Board of Selectmen.

8. Departmental Revolving Funds

8.1 There are hereby established in the Town of Harwich pursuant to the provisions of M.G.L. c.44 §53E ½, the following Revolving Funds:

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>
Golf	Director, Golf Committee & ATA	Golf Lessons and Pro Shop Sales	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor
Golf Infrastructure fund	Director, Golf Committee	New surcharge on all green fees and cart fees	CVGC Infrastructure including Club House facilities, maintenance facilities
Council on Aging	Director & Council on Aging	Fees from health, recreation, nutrition and education programs	Health, recreation, nutrition and education programs
Cemetery	Administrator & Cemetery Commission	90% of Lot Sales, 100 % of all Cemetery Services and Fees	Maintenance of town cemeteries
Community Center	Director & Facilities Committee	Fees from use of the weight room	Weight Room Equipment (and repair)
Recreation	Director & Rec & Youth Commission	Fees from recreation and youth programs	Recreation and youth programs
Albro House	Town Planner & Historic District/Hist. Commission	Fees from receipts of lease or fees for short term rooms use and rental	Restorations, maintenance, care and support of town-owned property

ADA	Town Administrator	Receipts of parking penalty fees	Interpreter services or accommodations required under ADA
Wetlands	Conservation Commission	Notice of Intent filing fees	Consultants and wetland and buffer zone management and restoration projects

8.2 Expenditures from each revolving fund set forth herein shall be subject to the limitation established annually by Town Meeting or any increase therein as may be authorized in accordance with M.G.L. c.44, §53 ½.

Explanation: Revolving funds must now be established by bylaw or ordinance, and the expenditure limits must be established annually and prior to July 1. The Municipal Modernization Act eliminates the per board and total limitations on the size of such funds.

STABILIZATION FUND

ARTICLE 51: To see if the Town will vote to raise and appropriate or transfer from surplus revenue or available funds a sufficient sum of money to be added to the Stabilization Fund, and act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$100,000

OPEB TRUST FUND

ARTICLE 52: To see if the Town will vote to raise and appropriate or transfer from surplus revenue or available funds a sufficient sum of money to be added to the OPEB Trust Fund, and act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$100,000.

FUND PRIOR YEAR'S UNPAID BILLS

ARTICLE 53: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to pay unpaid bills of prior years as provided for in M.G.L. Ch. 44, Section 64, and to act fully thereon. By request of the Finance Director/Accountant. Estimated cost: \$2,877.87

Explanation:

<i>Planning - copier contract (Axion) un-invoiced bill – FY 16</i>	<i>\$678.07</i>
<i>BBE Corporation – FY 16.....</i>	<i>\$225.00</i>
<i>Siemens Industry – FY 16.....</i>	<i>\$930.00</i>
<i>Police – T-Mobile – FY 16.....</i>	<i>\$700.00</i>
<i>Police – Moore Medical – FY 16.....</i>	<i>\$344.80</i>
	<i>\$2,877.87</i>

MUNICIPAL MODERNIZATION ACT – USES OF BOND PREMIUMS

ARTICLE 54: To see if the Town will vote to supplement each prior vote of the Town that authorizes the borrowing of money to pay costs of capital projects to provide that, in accordance with Chapter 44, Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied; and to act fully thereon. By request of the Board of Selectmen.

COMPENSATING BALANCE AGREEMENT

ARTICLE 55: To see if the Town will vote to authorize its Treasurer to enter into a compensating balance agreement or agreements with banking institutions for Fiscal Year 2017 pursuant to Chapter 44, § 53F of the General Laws and to act fully thereon. Customary Article.

LIABILITY TIDAL/NON-TIDAL RIVERS

ARTICLE 56: To see if the Town will assume the liability in the manner provided by § 29 of Chapter 91 of the General Laws as amended by Chapter 516 and 524, Acts of 1950, for all damages that may be incurred by work to be performed by the Department of Public Works of Massachusetts, for improvement, development, maintenance and protection of tidal and non-tidal rivers, streams, harbors, tide waters, foreshore and shores along a public beach outside of Boston Harbor, including the Merrimack and Connecticut Rivers in accordance with § 11 of Chapter 91 of the General Laws and to authorize the Selectmen to execute and deliver a bond of indemnity to the Commonwealth and to act fully thereon. Customary Article.

HERRING FISHERIES

ARTICLE 57: To see what action the Town will take in regard to the Herring Fisheries and to act fully thereon. Customary Article.

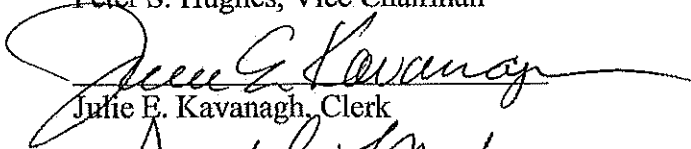
Hereof fail not to make return of the Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this 6th day of March, 2017



Michael D. MacAskill, Chairman

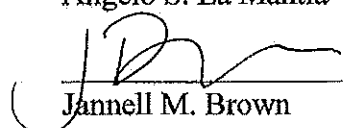
Peter S. Hughes, Vice Chairman



Julie E. Kavanagh, Clerk



Angelo S. La Mantia



Jannell M. Brown

BOARD OF SELECTMEN

A true copy Attest:

Constable



protecting our water resources

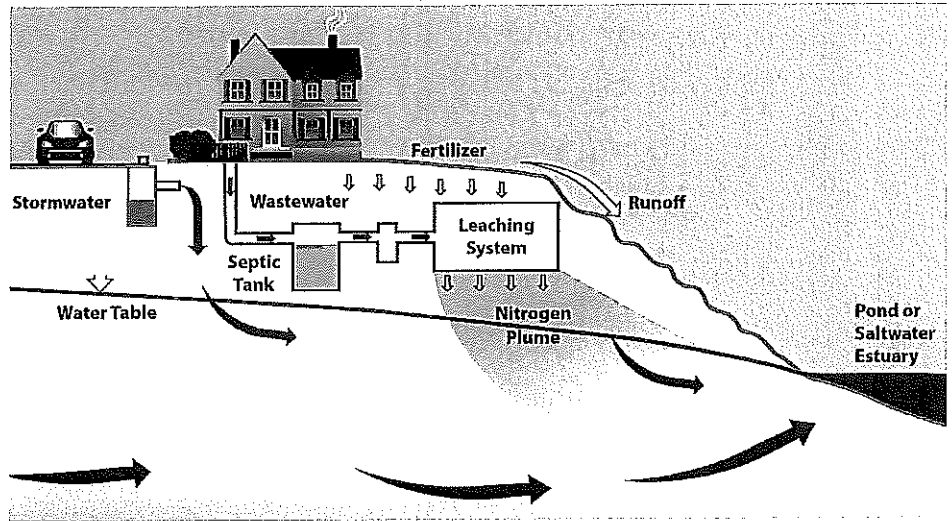


Town of Harwich Phase 2 Implementation

2017 Annual Town Meeting – Articles 11 and 12

Our Challenge.

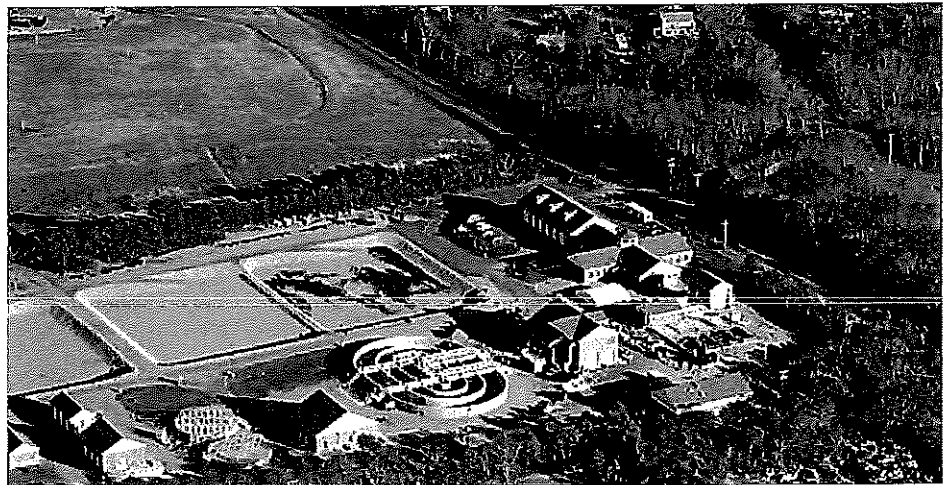
Our population has increased over 400 percent since 1951. That growth has resulted in various water quality issues that now must be addressed. Most homes in Harwich rely on traditional Title 5 on-site septic systems which are not effective at reducing the required level of nitrogen to restore our water resources. Harwich has developed a state and county approved Comprehensive Wastewater Management Plan (CWMP) to address this challenge.



Nutrient Sources and Wastewater Flow to Receiving Waters

Our Solution!

Our near-term focus, Phase 2, is to remove nitrogen in the Pleasant Bay Watershed via sewerage, naturally remove nitrogen in the Cold Brook area, and restore water quality in Hinckleys Pond. We have negotiated an Inter-Municipal Agreement (IMA) with Chatham for us to convey our East Harwich Service Area (Pleasant Bay Watershed) collected wastewater to the existing Chatham water pollution control facility for treatment and initial recharge. Our 300,000 gallons/day capacity purchase fee is about \$6.8 Million to be paid in five installments over a 10-year period.



Chatham Wastewater Treatment Plant (1.3 million gallon per day average flow capacity with open infiltration recharge basins)

Why are we addressing Pleasant Bay Watershed first?

Five Harwich watersheds need to be addressed; requiring septic system nitrogen removal of 58 to 100 percent. After much discussion the town has decided the Pleasant Bay watershed should be done in the next phases for these six important reasons:

- Harwich shares the watershed with Chatham thus offering significant cost savings as Harwich can use a portion of the existing Chatham wastewater treatment plant rather than build its own facility in the Pleasant Bay watershed area.
- The Pleasant Bay watershed is the largest Harwich watershed requiring the greatest percentage (65%) of septic system nitrogen removal.
- The town relies on 14 groundwater wells to supply water to about 10,000 accounts. While overall the water quality is excellent, three of the wells are located in the Pleasant Bay watershed and show nitrogen levels above background concentrations, indicating impacts from development.
- Phasing in the watersheds over time provides opportunities in future years to save money by working with Dennis and Yarmouth to share costs of a future regional wastewater treatment plant.
- During Phase 1, Harwich completed a joint project with Chatham to replace the Muddy Creek culvert with a bridge increasing tidal flow to improve the water quality and reduce by 230 the number of homes needing to be sewered. This sets the stage for further cooperative efforts.
- Concern has been expressed that sewerage the Pleasant Bay watershed to meet water quality regulatory requirements will encourage unreasonable growth in East Harwich. Potential growth of East Harwich will be determined by Harwich residents as voiced through resident input, Zoning, the Planning Board, the Board of Selectmen, and ultimately future Town Meeting action. The CWMP establishes a framework to support existing needs and future vision for Harwich but does not make these decisions.

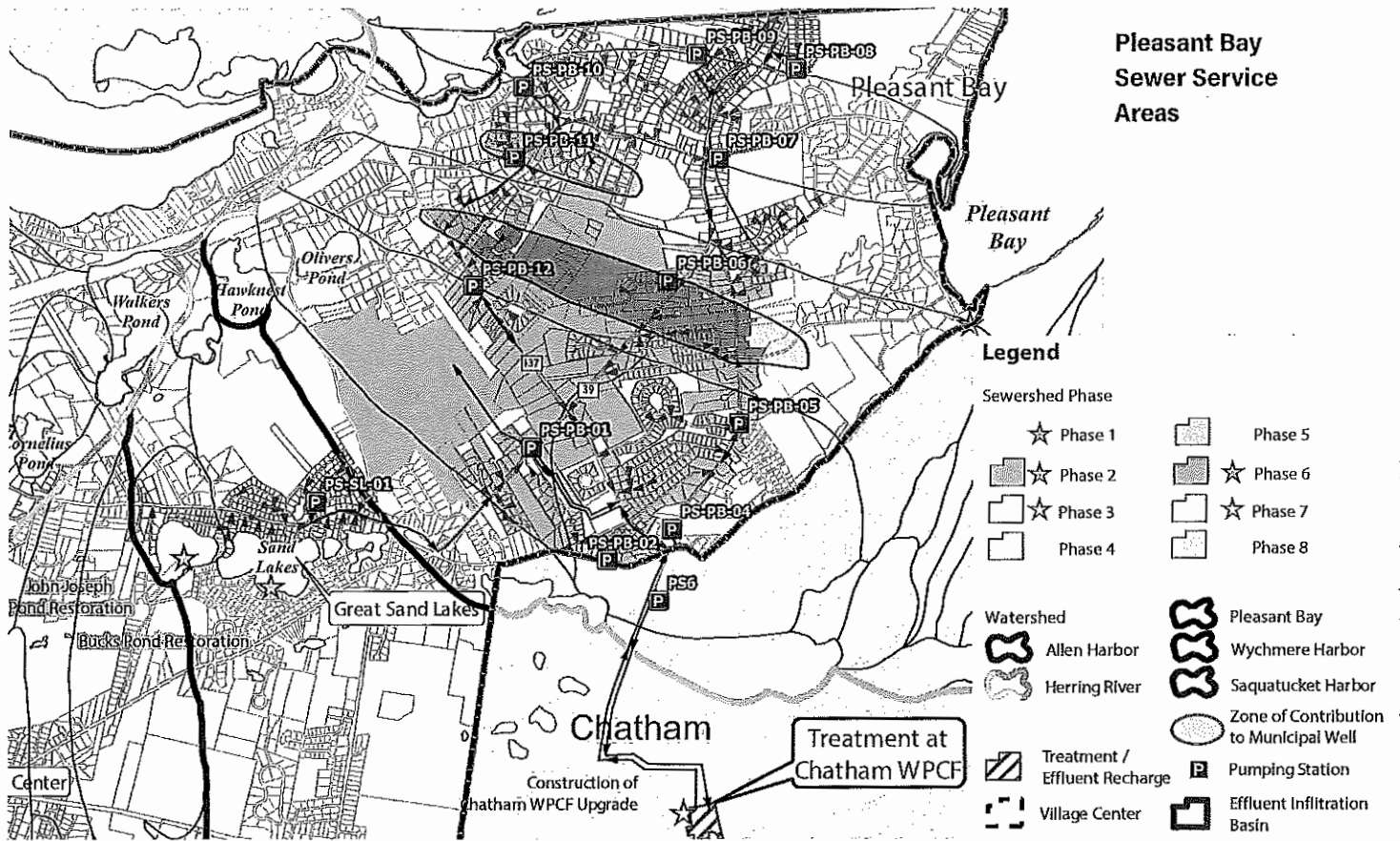
IMA CAPACITY PURCHASE FEE AND DESIGN OF INTERCONNECTION WITH CHATHAM AND SEWERS IN THE PLEASANT BAY WATERSHED

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the payment to the Town of Chatham of the capacity purchase fee pursuant to the intermunicipal agreement between the Town of Harwich and the Town of Chatham dated _____, which permits the Town of Harwich to deliver wastewater to the Chatham Water Pollution Control Facility for treatment and design of sewers in the Pleasant Bay Watershed and design the Chatham interconnector system, as more fully described in said Comprehensive Wastewater Management Plan, including any land acquisition costs and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$9,035,000.

Explanation: The Board of Selectmen have decided to request the design components of the CWMP Phase 2 and the cost to implement the Chatham IMA to purchase capacity. The total cost is \$9,035,000. It is anticipated that when the design is complete, an article for \$22,430,000 will be requested in 2019 to fund the construction. The IMA Interconnector cost is \$2,150,000; the Southern section of the Pleasant Bay is \$20,280,000. The 2019 Annual Town Meeting will be requested to consider the following article. The anticipation is the numbers should be more refined by 2019. The voter should consider the full amount of such when deciding to vote at Town Meeting and on the Ballot Question. It is anticipated that the Board of Selectmen will be seeking a further appropriation to implement the CWMP at the 2018 Annual Town Meeting.

COLD BROOK PROJECT

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



What will this cost?

Financial Impacts

The 40-year Plan will be constructed in eight phases with each phase between \$1.0 to \$47.2 million. This results in a total cost of \$230 million over 40 years. However, the CWMP is a living document and the Town will continue to pursue means to lower that overall cost.

The near-term plan for Phase 2 calls for design (2 years) and construction (3 years) of the Pleasant Bay watershed sewer collection system such that initial flow to the Chatham facility will start in 2021. Since near term needs are capital only, property taxes will be used to service the debt. Once customers are connected and utilizing the system, they will be charged for a portion of the system operation and maintenance costs.

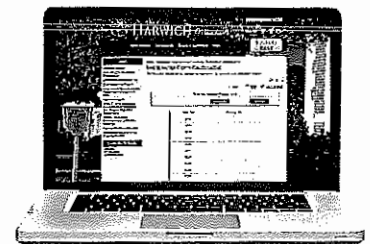
41 Cents Per Day

The average tax increase for a resident in a \$350,000 assessed value home to fund the Phase 2 amount is about \$150 annually assuming all construction costs are recovered via general property tax. The average annual tax increase for the entire 40-year wastewater program is about \$400. Those connected to a sewer would also pay a portion of the operation and maintenance costs and the initial hook-up cost to connect their home to the pipe in the street. It is assumed that the Town would utilize the State Revolving Fund (SRF) loan program at 0 to 2 percent interest over a 30 year bond to fund this program.



Phase 2 costs are summarized in the table below.

Phase 2 Funding			Total = \$34,165,000
Source	Amount	Component	
Art. 11	\$6,765,000	Capacity Purchase at Chatham WPCF	
Art. 11	\$2,020,000	Design of Pleasant Bay (South) Sewer System	
Art. 11	\$250,000	Design of Chatham Interconnector System	
Art. 12	\$2,000,000	Design, Construction and Implementation of Cold Brook Project	
FY 20	\$20,280,000	Construction of Pleasant Bay (South) Sewer System	
FY 20	\$2,150,000	Construction of Chatham Interconnector System	
CPC	\$550,000	Hinckleys Pond Restoration	
Budget	\$150,000	CWMP Implementation Services	



A wastewater tax calculator is on the town website at: bit.ly/HarwichWWCalc

The Consequences...

The cost of doing nothing is economically devastating to every Cape homeowner.

— Cape Cod Commission, 208 Plan, 2014

What if we don't fund Phase 2?

The Massachusetts Department of Environmental Protection (MassDEP) in a letter from Commissioner Suuberg dated February 21, 2017, indicated that if a community does not move forward with implementation of their CWMP to address Total Maximum Daily Loads (TMDLs) established for watersheds leading to embayments on Cape Cod, that they will likely designate these watersheds to be a Nitrogen Sensitive Area (NSA) and NSAs in the future will require all on-site Title 5 systems to be upgraded to enhanced treatment systems for nitrogen removal. That means each homeowner or business would need to install a biological treatment system to treat nitrogen down to the 13 to 19 mg/l level with an estimated capital cost of \$15,000 to \$20,000 per system and an annual operating cost of \$1,500 to \$2,500. This option was evaluated in the Harwich CWMP and was shown to be twice as expensive as any other option considered. Also this option did not remove sufficient nitrogen quantities in certain watersheds and thus, required some areas to be sewered and collected wastewater treated at a centralized facility as a supplement to the on-site enhanced systems.

This enhanced on-site treatment option was evaluated in the Harwich CWMP and was shown to be twice as expensive as any other option considered.

This could also leave the Town susceptible to third party lawsuits from groups like the Conservation Law Foundation requiring the Town to implement the recommended wastewater program under a more aggressive timeline than the currently approved 40-year plan.

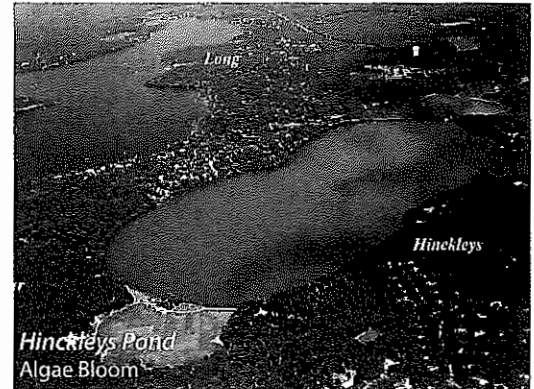
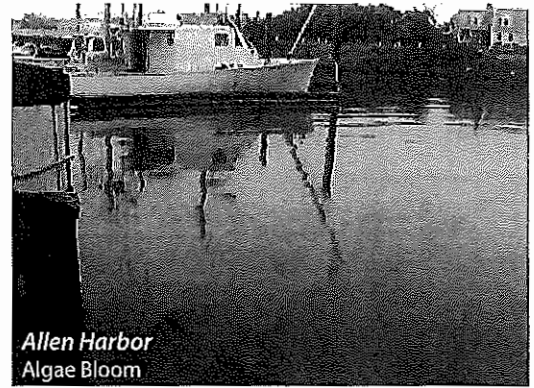
Harwich residents are fortunate to have a good roadway system, municipal water system, school system, etc. that our ancestors funded for us to utilize. These quality well-established facilities are the foundation for the quality of life that makes Harwich so desirable. Thus, it is incumbent upon the residents of Harwich to implement our wastewater program so that future generations receive the benefits that existing residents have of enjoying our valuable water resources.

The wastewater program will not get any cheaper to implement in the future. While the town is committed to continue evaluating new innovative systems or processes in the future in hopes of lowering costs we cannot wait to implement the next phase of the 40-year program.

For additional information go to:

- <http://www.harwich-ma.gov>
- <http://bit.ly/HarwichCWMP>
- <http://bit.ly/HarwichWIC>

***We have a plan to restore
Harwich Water Quality for
generations to come***



A 1% decline in water quality led to an average loss in home value of 0.61%

— Cape Cod Commission,
Three Bays Study, 2015

Back in the 1970s, Harwich, like many other Cape Cod communities, passed on state and federal grants that would have paid for 90 percent of this program. Those funds are no longer available. We cannot continue to make that mistake and let our water resources continue to degrade. If our water resources continue to decline, our real estate values will as well and our tourist economy will be negatively impacted.

