

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
732 Main Street, Harwich, MA
Regular Meeting 6:30 P.M.
Monday, April 10, 2017*

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENT/ANNOUNCEMENTS

V. CONSENT AGENDA

A. Approve Minutes

1. March 20, 2017 Regular Session
2. March 27, 2017 Regular Session

B. Confirm appointment of Patricia Zingarelli to the position of Administrative Assistant – Conservation and Health in the Community Development Department

C. Approve FY18 Gas and Diesel Fuel Contract with Noonan Brothers

D. Approve application for a “Special Permit” for relief from the town Noise By-Law (Section G) for an event to be held on June 24, 2017 by the Cakounes Family

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

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Nstar County White Sheet

B. Cape Light Compact Joint Partner Entity – Valerie Bell

C. Financing Plan on Golf Building

D. One Liners Selectmen and Finance Committee article reconciliation

IX. TOWN ADMINISTRATOR'S REPORT

X. SELECTMEN'S REPORT

XI. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
April 6, 2017

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 20, 2017
6:30 P.M.**

SELECTMEN PRESENT: Brown, Hughes, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Paula Champagne, Michael Ulrich, Cyndi Williams, and others.

Chairman MacAskill stated that the Board had just come out of Executive Session where they voted to extend the Police Chief's contract and offer a high-deductible health plan to employees.

WEEKLY BRIEFING

Ms. Champagne reported the Board of Health's Public Hearing on amendments to the smoking regulations will be on April 11, 2017.

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

Ms. Kavanagh moved approval of the Consent Agenda. Mr. Hughes seconded the motion. Mr. Hughes noted that Perks is requesting to have entertainment at 8:00 a.m. Ms. Kavanagh stated that the standard is 11:00 a.m. or 12:00 p.m. and said 8:00 a.m. is a little early. Ms. Brown noted that they serve coffee and she doesn't think they are going to have live music at 8:00 a.m. She added that they must obey the noise by-law and she doesn't have a problem with this. Chairman MacAskill said 8:00 a.m. is too early and they should ask Perks to come in and state their intentions. Ms. Kavanagh amended her motion to approve the Seasonal General License Renewals with the return of Perks for a further discussion on a start of 8:00 a.m. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

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

Mr. Hughes reported that they met tonight and amended the draft IMA. He outlined some of the amendments which regarded dispute resolution, timing and number of payments, as well as liability which he noted will be included in operational expenses. Mr. Hughes moved that on the IMA schedule that we approve payment schedule consistent with four payments, the first being a total of \$2.265 million, the second \$1.5 million, the third \$1.5 million and fourth \$1.5 million. Ms. Brown seconded

the motion and the motion carried by a unanimous vote. Mr. Hughes noted that the total is the same as it was all along, \$6.765 million.

NEW BUSINESS

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

1. Budget Articles
#4 Town Operating Budget

Mr. Clark reported that the Finance Committee wanted to wait on this vote until the Board gets closer to signing the warrant. The Board discussed that the number could be changed. Mr. Hughes moved that Article 4 be included in the warrant and we accept and adopt from available funds in the amount of \$33,300,000. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

2. Harbor Capital Budget
#19 Replacement of the Round Cove Boat Ramp

Ms. Brown moved to accept, adopt and include in the warrant Article 19 Replacement of the Round Cove Boat Ramp. Mr. Hughes seconded the motion and the motion carried by a unanimous vote. It was agreed to put \$200,000 estimated cost in the explanation.

#20 Fund the Saquatucket Harbor Landside Renovations Project

Chairman MacAskill commented that no one has been before the Board to show the scope of the changed project so he is uncomfortable voting this. Mr. Clark stated that it would be beneficial to have the Harbormaster in to do a presentation. He further noted that the Finance Committee voted this 7-0-1. Mr. Hughes stated that the project is completely changed and it is late to get the public educated. He added that we are still waiting for answers from the Corps of Engineers. It was agreed to have the Harbormaster in to discuss.

3. Public Works Capital Budget
#21 Purchase and Equip DPW Vehicles

Mr. Hughes moved to include in the warrant and accept and adopt Article 21 Purchase and Equip DPW Vehicles funded from free cash. Chairman MacAskill seconded the motion for discussion. Ms. Kavanagh questioned if we need both the loader and the tractor. Mr. Clark recommended having the DPW Director in to discuss. Mr. Hughes pointed out that the loader is used at the disposal area and the tractor is used at the beaches. Ms. Brown said she is hesitant to vote this as there is so much on the warrant this year. She added that there have been a lot of extra funds thrown at DPW over the past couple of years. It was agreed to have the DPW Director come in to discuss. Mr. Hughes withdrew his motion and Chairman MacAskill withdrew his second. Mr. Clark noted that Finance Committee voted this article 8-0.

#22 Fund the Road Maintenance Program

Mr. Hughes moved to include in the warrant and accept and adopt Article 22 Fund the Road Maintenance Program estimated \$700,000 from available funds as a debt exclusion. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

4. Charter/Zoning/MGL Amendments

#36 M.G.L. Ch. 44, Section 53F ¾ - PEG Access and Cable Related Fund Acceptance

Mr. Hughes moved to include in the warrant and accept and adopt. Ms. Kavanagh seconded the motion carried by a unanimous vote.

#37 Amend the Zoning By-Laws – Add New Section “Temporary Moratoria”

Ms. Kavanagh moved to accept the amendment to add Article 32 and add the new Section 325-134 A Temporary Moratorium on the Sale and Distribution of Marijuana and include in the warrant and accept and adopt. Mr. Hughes seconded the motion and the motion carried by a 3-1-0 vote with Ms. Brown in opposition.

#38 Various Amendments to the Home Rule Charter

Ms. Brown moved to accept, support and include in the warrant Article 38 Various Amendments to the Home Rule Charter. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

5. Private Petitions

#40 Promote the Town of Harwich

Chairman MacAskill noted that the Chamber of Commerce originally asked for \$35,000 but they have since written a letter changing the request to \$25,000. He noted that the amount can be changed on Town Meeting floor. Mr. Clark pointed out that the Board cannot change petition articles. Ms. Kavanagh moved to include, accept and adopt and support Article 40 as recommended by Administration at \$25,000 from free cash. Ms. Brown seconded the motion. Mr. Hughes disclosed that he is a member of the Chamber. The motion carried by a unanimous vote.

B. Approve new application for Weekday Entertainment by the Port Restaurant

Chairman MacAskill said he is not sure what this is for. He questioned if there is seating or are people waiting in line. It was agreed to ask the Port to come in.

C. Special Town Meeting Articles – *discussion and possible vote*

Mr. Clark outlined the Special Town Meeting articles. Mr. Hughes moved to approve the inclusion of Article 1 Fund Snow and Ice Deficit in the Special Town Meeting. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

Mr. Hughes moved to include Article 2 Fund Shortfalls in Budget Transfers in the Special Town Meeting. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

Mr. Clark noted that we received a citizens petition outside of the Board's deadline for Special Town meeting submissions and the number of signatures were below the threshold. He suggested it be held over for Town Meeting at a later date.

D. Ballot Questions – *discussion and possible vote*

Mr. Clark outlined the ballot questions and the Board recommended changes to the order of questions.

Mr. Hughes moved that we remove the Police and Fire positions from the ballot and make them a budget priority for FY19. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

E. One Liners update

Mr. Clark reviewed the Finance Committee votes.

F. New Insurance Plan offering

Mr. Clark described the new high-deductible health care offering for health insurance. Mr. Hughes moved to offer on a voluntary basis to all non-union employees and members of all unions that agreed to the offer, the higher deductible plans offered by the Cape Cod Municipal Health Group with terms consistent with the memorandum from the Town Administrator dated March 17, 2017. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

G. Vote ATM Warrant

Chairman MacAskill said they would bring this item back next week.

TOWN ADMINISTRATOR'S REPORT

A. Wastewater pamphlet

Mr. Clark noted that he included this item for the Board to look at but there are still some adjustments to be made. Mr. Hughes suggested adding the ballot question numbers at the top.

ADJOURNMENT

Ms. Kavanagh moved to adjourn at 7:45 p.m. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 27, 2017
6:30 P.M.**

SELECTMEN PRESENT: Brown, Hughes, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Guillemette, Lincoln Hooper, John Rendon, Matt Hart, Larry Cole, Chris Harlow, Sharon Pflieger, Peter DeBakker, David Young, Kyle Edson, and others.

PUBLIC COMMENT/ANNOUNCEMENTS

Mr. Cole reported on some complaints from electricity and natural gas customers in town. He noted that in one instance a person was notified that they had changed their electricity supplier and she had not made such a change. He noted that the customer's bill didn't clearly state that NextEra is billing on behalf of Cape Light Compact. He further noted that the gas company failed to notify customers that there were turning off the gas to start making connections from newly laid pipes. He said if they are going to continue this practice we will need someone to contact them. Mr. Hooper said he would make a call to our Republic liaison and see if he can't intervene on this situation.

Peter DeBakker updated the public on the activities of the Wastewater Implementation Committee and noted that there are new wastewater brochures. He also provided notification on their upcoming meetings.

Chairman MacAskill noted that the Town has receive an award from American Council of Engineering Companies of Massachusetts for the Muddy Creek project.

CONSENT AGENDA

- A. Approve Minutes
 - 1. March 6, 2017 Regular Meeting
 - 2. March 6, 2017 Executive Session
 - 3. March 13, 2017 Regular Meeting
- B. Approve Employment Contract for Chief of Police
- C. Approve application by Harwich Cranberry Festival for Beach Day event on September 9, 2017 at Red River Beach
- D. Approve 2017 Seasonal General License Renewals as recommended
- E. Approve recommendation for Committee appointments

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

Ms. Kavanagh moved approval of the Consent Agenda with the exception of the appointment of Mr. Aron. Mr. Hughes seconded the motion. Chairman MacAskill noted that they are holding the

appointment of Mr. Aron as there is some confusion as to whether there is an open spot on the committee.

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

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

Ms. Kavanagh read the hearing notice into record. Mr. Ford, Attorney for applicant, explained that the corporation consists of two brothers, educated in Harwich, and the family has been in the retail business for 3 generations. He noted that both brothers have a lot of experience working in the other family stores. He noted that Bob Coffin is the existing license holder. He explained that this is a transfer of license and a change of location and he provided a map of the existing package store locations in town. He noted that this location is not well served at this time and provides for public need and convenience. Mr. Ford further stated that the location has the benefit of a special permit for retail at this location. He noted that they met with the Town Planner and there wasn’t any problem and it meets the land use requirements. Chairman MacAskill closed the Public Hearing. Mr. Ford said he had neglected to bring the return receipts from the abutter notification but will deliver them. Mr. Hughes moved to grant the application for transfer and change of location for the Annual, Package Store, All Alcoholic Beverages License from William R. Coffin & Sons, Inc. dba Plum’s Package Store, 326 Route 28, Harwich Port, John W. Coffin – Manager to ATJX, Inc. dba Moonshine Liquors, 4 Great Western Road, Unit #1, Harwich, Alexander Christos Jamoulis – Manager. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

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

Ms. Kavanagh read the hearing notice into record. Chairman MacAskill opened the hearing. Mr. Clark noted that this is Article 13 of Town Meeting. Mr. Hughes said this came about because we are entering into a municipal agreement with Chatham on wastewater and this is one of the steps you have to take to implement the by-law. No one came before the Board from the public. Chairman MacAskill closed the hearing.

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

Ms. Kavanagh read the hearing notice into record. Mr. Hughes provided an overview of where we are and the history of this. He stated that Harwich will pay 23% of operational and maintenance costs in the end. He outlined the payments and the work of the subcommittee. He commented that this is a win-win situation and if we did this on our own it would cost \$12-15 million. No one from the public appeared before the Board. Mr. Clark stated that the IMA has been reviewed by both Chatham’s and Harwich’s Town Counsels. Chairman MacAskill closed the hearing.

OLD BUSINESS

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

Ms. Kavanagh moved to approve the IMA between Chatham and Harwich in terms of the agreement between the Towns of Chatham and Harwich relative to wastewater. Mr. Hughes seconded the motion and the motion carried by a unanimous vote. Mr. Hughes said he would notify Chatham of the vote.

NEW BUSINESS

- A. Annual Town Meeting Warrant Article review and possible vote:
1. Article 5 – MRSD Budget (Capital Portion)

Mr. Clark said he has built \$224,114 into the budget for this but he had to reduce the contributions to OPEB and the Stabilization Fund. Supt. Carpenter stated that he had recommended to the School Committee to use \$38,000 from Excess and Deficiency to offset some of this. He said there was some support but no vote. Mr. Russell of the School Committee reiterated Supt. Carpenter's remarks noting that there was no consensus. Mr. Clark recommended that the Board vote "up to \$224,000" and then upon the vote of the School Committee it would go down. He noted that the potential \$38,000 reduction would have to be split with Chatham. Ms. Kavanagh moved to approve Article 5 MRSD Capital Budget in the amount of \$224,114 to be funded from free cash. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

2. Article 13 - Enact a Sewer Use General By-Law Sewer By-Law

Mr. Hughes moved Article 13 Amend the Code of the Town of Harwich General By-Law by adding new Sewer Use By-Law Chapter 295 that we include in the warrant and approve it. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

3. Article 20 - Fund the Saquatucket Harbor Landside Renovations Project

Mr. Rendon noted that the total project cost came in significantly higher than the \$3,000,000 estimate we have carried on the Capital Plan and as such they made adjustments to the plan to bring it within the \$3,000,000. He said that although the scope has been reduced the overall the design is very good. He stated that the plan has received overwhelming support of the Saquatucket Development Committee and the Waterways Committee. He provided a Power Point presentation of the updated project (attached). Mr. Hart made the following statement:

At a regularly scheduled Public Meeting, last Thursday evening the Saquatucket Development Committee reviewed and voted for the Saquatucket Landside Site Plan that Harbormaster John Rendon has just presented to you this evening. I'm sure that each of you has seen or heard about the proposed "Landside Draft Site Plan" that was introduced to the public last year at the Town Meeting, by the Saquatucket Development Committee and the Harbormaster. At that time this proposed Saquatucket Landside Site Plan had a total estimated cost of Three Million Dollars. During the last year, the Saquatucket Development Committee, Harwich Waterways Committee, and the Harbormaster Department at several public meetings reviewed each of the recommended options, restrictions, and innovations to that original draft site plan. The resulting design and financial details for this site plan are based on the Engineering, the Board of Health and the Conservation Commission's recommendations along with input from the Harbormaster's Department, the Saquatucket Development Committee and most important, the citizens of Harwich. The goal has always been to be in full compliance with the original estimated cost and the features for the completed Landside Project.

The decisions for this Site Plan were a difficult process that was a balance between what the committee 'would like' to have as compared to what the committee budget 'could afford' to have. As a result, this on-going discussion produced several options and some interesting recommendations, but some options were just too expensive. Many Harwich taxpayers are not

aware that the Waterways Fees and Harbor related revenues have been over one million dollars annually for several years with operating costs at only a fraction of that revenue. Thus, that remaining annual surplus contributes to other Town projects and Free Cash. Last year the Town of Harwich approved the funding for the Saquatucket Marina 'Waterside,' and most the funding used to pay that debt will be coming directly from the Harbor income. I'd like to ask each of you here and at home to take a few moments to drive over to each of the Town Harbor facilities at Allen Harbor and Wychmere Harbor. Harwich Port, Three Harbors One Port! When you do visit these two locations you will see the new Rest Rooms, Parking Lots, Storm drains and of course the modern Docks. These two new harbor facilities in the Town of Harwich cost over Two and a half Million Dollars. But once again many citizens and visitors do not know that the overwhelming majority of the funding for these two projects came from State Waterways Grants and from fees that the boaters paid.

The Saquatucket Development Committee has always planned to help cover as much of this Landside Debt from the Harbor revenue as is possible to do so. That would be in addition to using the proceeds from the sale of the former fire station property on Bank Street to reduce this proposed Landside debt. As I indicated earlier, this Saquatucket Landside Site Plan was unanimously approved by the Saquatucket Development Committee last Thursday evening at the regularly scheduled public meeting. In addition to the previous goals, this site plan looks toward the future by providing for potential growth and additional options as part of the "Harwich Port, Three Harbors - One Port" concept.

The most important feature of this Saquatucket Landside Site Plan for the Harwich Taxpayers was and still is that this project was designed to be completed with the original budget requirements during 2017. This "Landside Project" will create an attractive and enhanced addition to the Saquatucket Marina neighborhood. Plus this will become a new and active Harwich Port Destination that will attract both locals and visitors by providing safe public and handicap accessibility for waterfront viewing and the additional vehicle parking at the Saquatucket Marina for all of Harwich's residents, visitors and boaters that want to go there.

On behalf of the Saquatucket Development Committee and the Harwich Waterways Committee, I would like to thank each of the individuals and Town Departments that contributed to this effort to help make the final Saquatucket Landside Site Plan a realistic and functional reality.

I would particularly like to thank our Harbormaster John Rendon for his tireless and professional leadership for making this project possible and successful.

In conclusion, on behalf of the Saquatucket Development Committee, the Harwich Waterways Committee and the Harwich Boating and Viewing Public I'm asking that the Board of Selectmen place this request for funding back on the 2017 Town Meeting Warrant tonight!

Mr. Cafarelli took questions from the Board regarding the septic. Chairman MacAskill stated that Mr. LaMantia, although not present tonight, has offered his full support and the Conservation Administrator has sent a letter of support. Ms. Kavanagh moved to approve to fund Article 20 on the construction of the Saquatucket Harbor Landside Renovations in the estimated cost of \$3,000,000 as a debt exclusion. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

4. Article 21 - Purchase and Equip DPW Vehicles

After discussion with Mr. Hooper, Ms. Brown moved to support Article 21 to Purchase and Equip the DPW vehicles in the amount of \$390,000 as written from free cash. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

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

Mr. Hughes moved to accept the withdrawal from the Annual Town Meeting warrant the petition article that was entitled Refrain from Enforcing Federal Immigration Laws at the request of the applicant. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

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

At Mr. Clark’s recommendation, Ms. Kavanagh moved to remove Article 46 Memorial Tree and Landscaping Fund for Cemetery. Mr. Hughes seconded the motion and the motion carried by a unanimous vote.

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

Mr. Hughes moved to vote to approve and sign the Annual Town Meeting warrant for May 1, 2017 and the Special Town Meeting warrant for May 2, 2017. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

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

Mr. Hughes moved to approve and sign the Annual Election Ballot. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

F. One Liners Update

Mr. Clark outlined the updates to the one-liners document. No action was taken.

TOWN ADMINISTRATOR’S REPORT

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

Mr. Clark reported that he wrote a letter of support in concert with the Cape Cod Commission in regard to MS4 for this grant.

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

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

Mr. Clark announced the above Public Hearings.

ADJOURNMENT

Ms. Brown moved to adjourn at 8:52 p.m. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645



March 30, 2017

Patricia Zingarelli

Dear Ms. Zingarelli:

Congratulations on your appointment as Administrative Assistant – Conservation/Health for the Town of Harwich. I look forward to your positive contributions to our town’s Community Development Department.

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical that must be successfully completed.
- You are requested to provide C.O.R.I. information for the Town to review due to your interaction with the public.

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

Your position title will be Administrative Assistant and your starting date is April 24, 2017. This position is included in the Harwich Employee’s Association and your employment is subject to the rights and obligations included in the contract which is enclosed. Your starting salary will be \$24.41 per hour (Grade 5, Step 4). In addition, you will receive a 2% cost of living increase on July 1, 2017.

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

Sincerely,

Christopher Clark
Town Administrator

Attachment

Patricia Zingarelli

Date: 3/31/17

CC: Board of Selectmen
Conservation Agent
Town Accountant

Town Treasurer
Health Director
IT Director



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM



TO: Board of Selectmen
FROM: Lincoln S. Hooper, Director 
DATE: April 3, 2017
RE: Gas and Diesel Bid Award

Please be advised that Barnstable County Purchasing Department has bid both Ultra Low Sulphur Diesel and Unleaded Regular gasoline on behalf of the Town of Harwich and that the County Commissioners have awarded both contracts to the lowest bidders in each category. J.P. Noonan was the low bidder for Harwich in each category with a fixed price bid of \$1.764 per gallon for diesel and \$1.667 per gallon gas. This represents a \$.349 per gallon increase in diesel and a \$.280 per gallon increase in gas compared to FY 17 rates.

The County has requested that each municipality execute a contract with the appropriate vendor indicating our acceptance of the bid. I have attached a contract for your review and signatures. Please return two originals to me. I will obtain the vendor's signature and provide the Board with an original back.

Thank you for your consideration in this matter.

Cc: Chris Clark, Town Administrator

Attachments: Contract Agreement with Noonan
Barnstable County Purchasing Department Award Letter
Spreadsheet with Bid Results

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

March 16, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

Barnstable County issued a bid for the Supply and Delivery of Gasoline and Diesel Fuel to Barnstable County and other Political Subdivisions. Five bids were received. Please award the bid to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Petroleum Traders
Dennis K. Burke Oil
Noonan Brothers Petroleum
Peterson Oil
Diesel Direct

The term of the contract is July 1, 2017 through June 30, 2018. The Towns will enter into their own contracts with the vendors.

Thank you.


County Commissioners:



Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

03/29/17

Date

GAS/DIESEL BID FY '18					
FIXED PRICE PREMIUM ULTRA LOW SULPHUR DIESEL					
SECTION	Petroleum Traders	Burke	Noonan	Peterson	Diesel Direct
Section 1: Barnstable Dept. of Public Works	No bid	No bid	1.787	1.85	1.7229
Section 3: Barnstable Golf Courses	No bid	No bid	1.888	1.90	1.7506
Section 4: Barnstable Municipal Airport	No bid	No bid	1.787	1.90	1.7506
Section 5: Barnstable School Department	No bid	No bid	1.787	1.85	1.7125
Section 7: Town of Bourne, a, b	No bid	1.8274	1.787	1.87	1.893
Section 7: Town of Bourne, d,e, ISWM	No bid	No bid	1.895	No bid	1.9719
Section 8: Town of Brewster	No bid	1.9174	1.787	1.90	1.893
Section 10: Town of Chatham	No bid	1.8574	1.787	1.88	1.957
Section 11: Town of Dennis	No bid	1.8574	1.797	1.88	1.7648
Section 14: Town of Eastham	No bid	1.8674	1.777	1.88	1.893
Section 15: Town of Falmouth	1.7992	1.7374	1.744	1.83	1.9598
Section 16: Town of Harwich	No bid	1.8674	1.764	1.82	1.7648
Section 18: Town of Mashpee	No bid	1.8674	1.754	1.90	1.7506
Section 19: Town of Orleans	No bid	1.8674	1.764	1.85	1.893
Section 20: Town of Sandwich	No bid	1.8674	1.744	1.85	1.893
Section 22: Upper Cape Regional Technical	No bid	1.874	1.754	1.85	1.893
Section 23: Town of Wellfleet	No bid	No bid	No bid	1.905	1.9719

OEP ULS DIESEL					
SECTION	Pet Traders	Burke	Noonan	Peterson	Diesel Direct
Section 6: Barnstable County Dredge	No bid	No Bid	0.12	No bid	.2544
Section 9: Centerville/Osterville/MM Fire	No bid	.1594	0.12	.095	.1355
Section 12: Dennis Water	No bid	.2268	0.15	.095	.1023
Section 13: Dennis Yarmouth Regional School District	No bid	.1499	0.084	.0575	.0933
Section 17: Hyannis Fire District	No bid	No bid	0.11	.095	.0881
Section 21: Town of Truro	No bid	.2664	0.17	.27	.1355
Section 24: Town of Yarmouth	No bid	.1568	0.084	.0575	.1023

FIXED PRICE REGULAR Gasoline					
SECTION	Petroleum Traders	Burke	Noonan	Peterson	Diesel Direct
Section 1: Barnstable Dept. of Public Works	No bid	No bid	1.667	1.815	No bid
Section 2: Barnstable Police Department	No bid	No bid	1.667	1.815	
Section 3: Barnstable Golf Courses	No bid	No bid	1.747	No bid	
Section 4: Barnstable Municipal Airport	No bid	No bid	1.687	1.865	
Section 5: Barnstable School Department	No bid	No bid	1.687	No bid	
Section 7: Town of Bourne, locations a,b	No bid	1.7299	1.677	1.815	
Section 8: Town of Brewster	No bid	1.7599	1.687	No bid	
Section 10: Town of Chatham (87 Octane)	No bid	1.7799	1.677	No bid	
Section 11: Town of Dennis	No bid	1.7799	1.697	No bid	
Section 14: Town of Eastham	No bid	1.7799	1.667	1.905	
Section 15: Town of Falmouth	1.6094	1.6599	1.644	1.775	
Section 16: Town of Harwich	No bid	1.7799	1.667	1.815	
Section 18: Town of Mashpee	No bid	1.7099	1.644	1.815	
Section 19: Town of Orleans	No bid	1.7799	1.667	1.83	
Section 20: Town of Sandwich	1.6185	1.7099	1.644	1.815	
Section 22: Upper Cape Regional Technical	No bid	1.7399	1.667	1.815	

OEP REGULAR GASOLINE					
SECTION	Petroleum Traders	Burke	Noonan	Peterson	Diesel Direct
Section 9: COMM	No bid	.1992	.12	No bid	.1355
Section 21: Town of Truro	No bid	.2664	.15	No bid	.1355
Section 24: Town of Yarmouth	.0896	.0925	.064	.085	.1125

OEP MID GRADE 87 OCTANE					
SECTION	Petroleum Traders	Burke	Noonan	Peterson	Diesel Direct
Section 17: Hyannis Fire	No bid	No bid	.11	No bid	.1355

AGREEMENT

This agreement made the 10th of April, 2017 by and between **Noonan Brothers, Inc.**, hereinafter called the "CONTRACTOR" and the **Town of Harwich**, hereinafter called the "Town". **WITNESSETH**, that the Contractor and the Town for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials/services called for in the specifications for: "Invitation for Bids for the Supply and Delivery of gasoline, diesel and bio-diesel fuel to Barnstable County and other political subdivisions for the period of July 1, 2017 through June 30, 2018."

ARTICLE 2. TIME PERIOD

- A. This contract is for the period of **July 1, 2017 through June 30, 2018**.
- B. The work to be done under this contract shall be completed: see "A".

ARTICLE 3. THE CONTRACT SUM

The Town shall pay the contractor:

- A. **Ultra Low Sulphur Diesel - \$1.764 per gallon**
- B. **87 Octane Gasoline - \$1.667 per gallon**

ARTICLE 4. TIME OF PAYMENT

The Town shall pay the Contractor on original invoices only.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Bid, together with this Agreement, form the Contract and they are as fully a part of the Contract as attached and incorporated herein by reference.

ARTICLE 6. TERMINATION FOR CAUSE

The Town may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed the Agreement, the day and year first above written.

Noonan Brothers, Inc.

Town of Harwich

Michael MacAskill, Chairman
Harwich Board of Selectmen



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)

SPECIAL PERMIT AS
Other PER BY LAW 189-1 (G)

Business Name CAPE FARM SUPPLY Phone 508 364 1512
Business Address 1601 FACTORY ROAD HARWICH MASS
Mailing Address SAME
Owners Name & Address LEO & ANDREA CAKOUNES
Email Address CRANBERRYPIG@COMCAST.NET
Managers Name & Address SAME

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):

SAT. JUNE 24TH 2017 3:00 - 11:00

ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert Dance Exhibition Cabaret Public Show Other
 Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Theatrical Exhibit, Play or Moving Picture Show
 A Floor Show of Any Description
 A Light Show of Any Description
 Any Other Dynamic Audio or Visual Show, Whether Live or Recorded



Cape Farm Supply & Cranberry Co.

Cakounes Family, Leo and Andrea

1601 Factory Road Harwich, Mass

508-364-1512

April 1 2017

Office of The Selectmen

Town of Harwich

732 Main Street Harwich, Mass

Board Members;

Please accept this letter and attached application as a formal request for your Board to Grant our Farm a "Special Permit" for relief from the Towns Noise Bylaw 189-1 as described and allowed in Section G for an Event on June 24th 2017.

We are asking for relief due to the fact that the Bylaw and License/Permits prohibits Noise being heard at a distance of 150 feet from premises. Our Farm is located on Robbins Pond, and noise travels across the water in a manner which would make impossible for it to be contained at a distance of 150 feet. Please note there is no residence within 1000 feet of my property.

On June 24th our Farm Pot Luck/ Pig Roast Open House is an annual event in which many Harwich residence and my/your neighbors attend. This marks our 18th year in hosting this event.

We plan to have a live band as we have done in the past. The Band will play amplified music during the hours of 3:00pm. To 11:00pm.

Board of Selectmen;

Attached is a completed Application for Entertainment License with a check for \$25.00 for one day license. Also noted on the applications under "Other" is the request for issuance of Special Permit as per Noise Bylaw 189-1 sec (G).

The Board may feel that a granting of a "License or Permit" as described under Bylaw 189-1 sec F (8) is adequate for relief. However I have been told that the License/Permits include the same 150' language. We have no preference and will accept either method the Board deems the best manner to Grant Relief.

My wife and I feel that this event is an essential part of our Farm operation. We promote our Farm and Farm products along with Agriculture in general.

I can be available at any time to answer any questions on this matter.

Thank you for your attention to this matter;

A handwritten signature in black ink, appearing to read 'Leo G. Cakounes', written over a horizontal line.

Leo G. Cakounes

Special Note: The issuance of a Special Permit or License/Permit has no effect to the applicant's protection under MGL 40A sec 3 which allows exemptions contained in Harwich Bylaw 189-1 Sec. F (13) "Noise resulting from activities of an Agricultural operation."

Nstar county white sheet

WHITE PAGE REVISED AND VOTED JAN 21 2011

BACKGROUND;

Towns across the Cape have been faced with the request to support a resolution asking

NSTAR to stop the practice of spraying herbicides along their Right of Ways. Many Boards and Committees were given volumes of information and positions on this matter.

Faced with having to take a position on this request, officials looked the county to help.

NSTAR along with County Officials agreed on a one year moratorium to the management plan to allow the Cape Cod Commission to locate private and public wells within the application area, and update all area maps.

The County formed a committee of stakeholders to review claims and documentation pertaining to this matter.

MISSION STATEMENT:

Vegetation Management on Cape Cod is undertaken by individual residents, local businesses, farmers, golf courses, utilities, corporations, non-profits and others. The

impacts of some of these vegetation management practices on our drinking water and environment are not sufficiently understood. The mission of this Committee is to develop recommendations for short-term and long-range strategies to reduce or eliminate

certain vegetation management practices (including mechanical and chemical applications) that are not known to be safe for Cape Cod drinking water or the environment.

COMMITTEE MEMBERS;

Massachusetts Department of Agricultural Resources (MDAR), Massachusetts Department of Environmental Protection (DEP), NSTAR, Cape and Islands Farmers Bureau, Cape Cod Golf Association, Landscapers Association, Cape Cod Cooperative Extension, National Resource Conservation District (USDA-NTCD), GreenCape, Cape Cod for a Truly Green NSTAR, Cape Cod Mosquito Control, State Representatives, and Barnstable County Commissioners.

MEETINGS SCHEDULE;

Meetings were held every two weeks from October 2010 through January of 2011. The committee had presentations from various stakeholders and parties of interest.

Although the public were invited to attend, public comment was limited to the end of each meeting.

Sample of presentation made;

-

Nstar county white sheet

Review of intergraded vegetation management plan presented by NSTAR.

- How pesticides are reviewed and registered by Federal Government and State Department, the review process for rights-of-ways and the classification of sensitive area material list. Presented by DAR.

↑

- Unknown effects of prolonged chemical exposure to human health. Presented by Dr. Kumara Sidhartha, Practitioner at Emerald Medical Associates.

- Concerns of toxicity from chemical exposure. Presented by Green Cape.

- Organic alternatives to vegetation management. Presented by Laura Kelley, Littlefield Landscapes.

- Properties of underground water transport. Presented by Tom Cambareri, Hydrologist, Cape Cod Commission.

- Regulatory process with Utilities Companies, and benefits of herbicides as a tool in vegetation management. Presented by Tim Simmons, Restoration Ecologist, Natural Heritage and Endangered Species Program, MDFW

- Fate of herbicides in carver sand soil conditions. Presented by Hotze Wijnja, Chemist, MDAR.

Page 2

THE FOLLOWING ITEMS WERE PRESENTED AND/OR DISCUSSED

- * Additional comprehensive review.
- * Monitoring of ground water resources in appropriate management areas.
- * Minimize adverse impact on rare species habitat.
- * Vegetation management from necessary to ban to acceptable to use.
- * Local oversight and control.
- * Outreach and education to users of pesticides to their application.
- * Participation of the public in vegetation management.
- * Reassess vegetation management as to reduce chemical use.
- * Impacts of vegetation management on the drinking water supply.
- * Human health and environment impacts.
- * Economic impacts of vegetation management.
- * Analysis of ingredients, i.e.; active, inactive, inert, surfactant, etc.
- * Safe distribution of electricity in regards to environmental protection.
- * Future analysis of vegetation management.
- * Analysis of vegetation management plans in regards to human health and water.
- * Vegetation management plans and sustainable environment principles.
- * Set back requirements on water supply. (Public, private)
- * Set back requirements on surface water bodies.
- * Contaminant migration in Cape Cod soils.
- * Alternative vegetation techniques, i.e.; physical, mechanical, cultural means.

Nstar county white sheet

- * Proposed vegetation management plans to minimize impact to health.
- * Treatment to residential areas to minimize impact to residents.



Please refer to the minutes of the meetings held and the power point presentations made by the participants. Also a list of web sites and related printed information here in referred to by members.

NSTAR 2008 - 2012 VMP

<http://www.kenersongroup.com/VMP.pdf>

NSTAR 2010 YOP

<http://www.kenersongroup.com/yop/2010/nstar>

Massachusetts Active Ingredient Fact Sheets:

Accord Concentrate

<http://www.mass.gov/agr/pesticides/rightofway/docs/Glyphosate2005.pdf>

Arsenal

<http://www.mass.gov/agr/pesticides/rightofway/docs/Imazapyr2005.pdf>

Escort XP

http://www.mass.gov/agr/pesticides/rightofway/docs/Metsulfuron_Methyl2005.pdf

Krenite

http://www.mass.gov/agr/pesticides/rightofway/docs/Fosamine_Ammonium2005.pdf

Garlon 4A

<http://www.mass.gov/agr/pesticides/rightofway/docs/triclopyr2005.pdf>

Natural Heritage and Endangered Species Program (NHESP)

www.mass.gov/dfwele/dfw/nhesp/nhesp.htm

Department of Agricultural Resources (DAR)

www.mass.gov/agr/pesticides/rightofway/index.htm

Below are sources referenced by GreenCape:

Nstar county white sheet
Maine, New Hampshire, Massachusetts, and Rhode Island, 1999-2001

U.S. Geological Survey Circular 1226

By Keith W. Robinson, Sarah M. Flanagan, Joseph D. Ayotte, Kimberly W. Campo, Ann Chalmers, James F. Coles, and Thomas F. Cuffney
<http://pubs.usgs.gov/circ/2004/1226/>

The Quality of Our Nation's Waters

U.S. Geological Survey Circular 1225
Nutrients and Pesticides

<http://pubs.usgs.gov/circ/circ1225/index.html>

↑
Pesticides in the Nation's Streams and Ground Water, 1992-2001

By Robert J. Gilliom, Jack E. Barbash, Charles G. Crawford, Pixie A. Hamilton, Jeffrey

D. Martin, Naomi Nakagaki, Lisa H. Nowell, Jonathan C. Scott, Paul E. Stackelberg, Gail

P. Thelin, and David M. Wolock
<http://pubs.usgs.gov/circ/2005/1291/>

Links to related articles:

http://capenews.net/blogs/under_the_lens/2010/12/14/rightofway/

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RECOMINDATIONS OF THE COMMITTEE;

Dec. 17 2010

MOTION #1

It has been concluded that NSTAR is acting within the rules, regulations and guidelines put forth by the Mass. Pesticide Review Board, EPA, Mass. Department of Agriculture.

Recourses and other governing agencies in regards to their application of herbicides on the right of ways of power lines described in the integrated pest management plan as so presented.

MOTION #2

Nstar county white sheet

This committee asks the County Commissioners to sent a letter to the EPA respectfully asking that the materials used within the NSTAR herbicide application plan be reviewed and updated as to their migration in soil conditions which exist on Cape Cod and the effects of the other ingredients not specifically listed.

MOTION #3

This committee asks the County Commissioners to establish a sub-committee to continue the research and follow any applications and studies performed pertaining to this matter.

↑

The Sub-committee shall report directly to the County Commissioners and follow up with reports to this committee.

MOTION #4

This committee recommends that the County conduct local studies and testing of materials used by NSTAR with in the right of way. These studies shall be preformed in conjunction with, Cape Cod Commission, County Health Dept., MDAR, and other related agencies. The use of existing test wells and site specific testing is recommended.

Jan 28 2011

MOTION # 5

After months of testimony and review of all presentations made to this Committee and along with the County's moving forward with the previous suggestions made by this committee, described as "Motions 1,2,3,4" moved and approved Dec 17 2010, and upon the completion of the Cape Cod Commissions update of the well locations within the treatment area.

The Committee supports implementation of the Integrated Pest Management Plan as here in presented by NSTAR. For the power line Right of Ways on Cape Cod.

*Please note that motions submitted but not carried can be found in the Minutes of January 28, 2011.

Ann Steidel

From: Christopher Clark
Sent: Wednesday, April 05, 2017 10:23 AM
To: Ann Steidel
Subject: FW: Cape Light Compact Joint Powers Entity
Attachments: Form of Municipal and County Vote (BCK 2-2-17).docx; Final JPA (BCK 2-1-17).doc

From: Maggie Downey [mailto:mdowney@capelightcompact.org]
Sent: Wednesday, March 01, 2017 10:46 AM
To: Christopher Clark <cclark@town.harwich.ma.us>
Cc: Valerie Bell <valerie600@gmail.com>
Subject: Cape Light Compact Joint Powers Entity

Chris

Good morning, I hope all is well with you.

On Monday night the Brewster BOS voted (form of vote attached) to execute the Joint Powers Agreement (JPA), attached. That vote officially established the Joint Powers Entity. As of this morning, the Towns of Provincetown, Brewster and Dennis have executed the JPA. Other Towns are scheduled to discuss and vote on the JPA over the next several weeks. The County and Compact's agreement terminates June 30, 2017.

Any legal expenses associated with the Town's review of the JPA, will be reimbursed by the Compact. The process would be for the Town to invoice the Compact and the Compact will pay the Town.

The Compact's auditor, in a meeting last week, advised the Compact that it would be best if all member Towns voted on the JPA on, or before, June 30, 2017. He advised this so that we do not have to maintain two sets of financial records during a transition period from the County to the Joint Powers Entity. The auditor would like the date to coincide with date the Compact employees transition to the Joint Powers Entity, which is July 1, 2017.

Can the Town of Harwich review and act on the Joint Powers Agreement on, or before, June 30, 2017?

Your response will be much appreciated because it will determine whether or not the Compact Board will need to sit down with Barnstable County and discuss amending its Termination Agreement.

Maggie

Margaret T. Downey, Administrator
Cape Light Compact
3195 Main Street
P. O. Box 427
Barnstable MA 02630
(508) 375-6636
mdowney@capelightcompact.org
www.capelightcompact.org

Form of Municipal Member vote:

Move that the Board of Selectmen vote, pursuant to General Laws chapter 40, section 4A ½, as follows:

- (1) to join the Cape Light Compact Joint Powers Entity (JPE);
- (2) to authorize [insert name of Town officer]¹ to execute the Joint Powers Agreement of the Cape Light Compact JPE subject to final review by Town Counsel;
- (3) to [appoint [insert name] as the Town's Director and [insert name] as the Town's Alternate Director to the Cape Light Compact Joint Powers Entity] *or*² to [authorize [insert name of Town officer] to issue a written letter to the Cape Light Compact Joint Powers Entity appointing the Town's Director and Alternate Director]; and
- (4) to take any other action necessary or relative thereto.

¹ In accordance with G.L. c. 40, §4A ½, this is the chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of the governmental unit.

² Exact form of vote to be determined based on the Town's internal appointment process. Please note that the Town may appoint its Cape Light Compact Director/Alternate to serve as the Town's Cape Light Compact JPE Director/Alternate.

Form of County Member vote:

Move that the [County Commissioners] vote, pursuant to General Laws chapter 40, section 4A ½, as follows:

- (1) to join the Cape Light Compact Joint Powers Entity (JPE);
- (2) to authorize [insert name of County officer]³ to execute the Joint Powers Agreement of the Cape Light Compact JPE subject to final review by County Counsel;
- (3) to [appoint [insert name] as the County's Representative to attend Governing Board Meetings of the Cape Light Compact JPE], *or*⁴ to [authorize [insert name of County officer] to issue a written letter to the Cape Light Compact Joint Powers Entity appointing the County's Representative to attend Governing Board Meetings of the Cape Light Compact JPE]; and
- (4) to take any other action necessary or relative thereto.

³ In accordance with G.L. c. 40, §4A ½, this is the chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of the governmental unit.

⁴ Exact form of vote to be determined based on the County's internal appointment process. Please note that the County may appoint its Cape Light Compact Director to serve as the County's Cape Light Compact JPE Representative.

**JOINT POWERS AGREEMENT
OF THE
CAPE LIGHT COMPACT JPE**

This Joint Powers Agreement (“Agreement”) is effective as of the date set forth in Article I(A) (Effective Date; Formation) below, and is entered into by and among the municipalities and counties listed on Exhibit A hereto (the “Members”), pursuant to the authority of Massachusetts General Laws Chapter 40, §4A ½ and G.L. c. 164, §134.

WHEREAS, the Massachusetts Restructuring Act of 1997 (the “Act”) was enacted during a period where Federal Law allowed for the restructuring of existing electric utilities into separate generation, transmission and distribution companies and, accordingly, the Act set forth a framework for the competitive supply of electric generation service to Massachusetts electric customers and allowed electric customers to choose their electric power supplier; and

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997 which has been amended from time to time (most recently in November of 2015) and is due to expire in October of 2022 (the “IGA”); and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact as most recently approved and updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015) which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha’s Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, it is in the best interests of the Compact’s members to transfer its administrative, fiscal and operational functions to a new independent legal entity, a joint powers entity, prior to expiration of the IGA; and

WHEREAS, members of joint powers entities are afforded express liability protection

from the acts and omissions of the entity and the other participating members; and

WHEREAS, joint powers entities are conferred many express powers by law that are not available to the Compact, including the ability to employ staff; and

NOW THEREFORE, the Members hereby enter into this Agreement and, pursuant to G.L. c. 40, § 4A½, hereby form a body politic and corporate.

ARTICLE I: EFFECTIVE DATE; FORMATION; MEMBERSHIP; LIABILITY OF MEMBERS

A. Effective Date; Formation.

This Agreement shall become effective and the joint powers entity shall exist as a separate public entity on such date as this Agreement is executed by at least two (2) municipal members of the Compact after authorization by each municipal member's Board of Selectmen or other governing body as set forth in G.L. c. 40, §4A½ (as may be amended from time to time, the "Joint Powers Statute"). Such date shall be referred to herein as the "Effective Date." Each Municipal Member shall provide a duly authorized signature page for attachment hereto. There is formed as of the Effective Date a separate public entity named the Cape Light Compact JPE. The Cape Light Compact JPE shall provide notice to the Members of the Effective Date. The Cape Light Compact JPE shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated or expires in accordance with Article XVI (Term; Termination; Withdrawal) , subject to the rights of the Members to withdraw from the Cape Light Compact JPE.

B. Eligibility for Membership; Addition of Members.

Municipal members of the Compact are eligible for full membership in the Cape Light Compact JPE. Municipal members of the Compact who become members of the Cape Light Compact JPE shall be referred to as "Municipal Members." Barnstable County and Dukes County may participate as limited members as set forth in Article I(E) (County Members) below. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Subject to the deadlines set forth in Article XVIII(C) (Transfer of Operations), a municipal member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute and delivering an executed copy of this Agreement and a copy of the authorization, vote or resolution as required by the Joint Powers Statute to the Cape Light Compact JPE. The Members acknowledge that membership in the Cape Light Compact JPE may change by the addition and/or withdrawal of Members. The Members agree to participate with such other Members as may later be added. The Members also agree that the withdrawal by a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

C. Region.

The region within which the powers and duties provided in this Agreement shall be exercised is Barnstable County and Dukes County. The foregoing sentence shall not be construed as a limitation on the Cape Light Compact JPE's powers in any way, including, but not limited to, its power to offer statewide programs or participate in statewide proceedings (as such programs or proceedings may affect the region), or its power to contract with persons or entities outside the Commonwealth of Massachusetts.

D. Liability of Members.

Members shall not be liable for the acts or omissions of other Members or the region or the Cape Light Compact JPE created by this Agreement, unless the Member has agreed otherwise in this Agreement, or as may be provided for in a separate contract between the Member and the Cape Light Compact JPE. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to fifty percent (50%) of the combined population of all of the Municipal Members of the Cape Light Compact JPE.

This Agreement is not intended to impose any independent financial liabilities on the Members. Each Member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein, or as may be provided for in a separate contract between a Member and the Cape Light Compact JPE.

E. County Members.

Barnstable County and Dukes County may participate as limited members of the Cape Light Compact JPE and shall be referred to herein as the "County Members," or collectively with the Municipal Members as the "Members." The County Members shall not be permitted to vote on matters concerning aggregated power supply, energy efficiency plans and programs or other such matters committed to municipal aggregators pursuant to any provision of the Massachusetts General Laws. Other limitations on the participation rights of County Members are set forth elsewhere in this Agreement.

A county member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute. Each Municipal Member shall provide a duly authorized signature page for attachment hereto.

ARTICLE II: GOALS; POLICIES; PURPOSES

The Cape Light Compact JPE's goals, policies and purposes include, without limitation, the following:

- a) providing the basis for aggregation of all consumers on a non-discriminatory

basis;

b) negotiating the best terms and conditions for electricity supply and transparent pricing;

c) exploring all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term, basis;

d) providing equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities or its successor ("DPU");

e) providing and enhancing consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;

f) improving quality of service and reliability;

g) encouraging environmental protection through contract provisions;

h) utilizing and encouraging renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;

i) administering an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;

j) advancing specific community goals that may be selected from time to time, such as placing utility wires underground;

k) providing full public accountability to consumers; and

l) utilizing municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

The Cape Light Compact JPE shall accomplish the foregoing purposes through the following: (i) operation of energy efficiency programs; (ii) developing or promoting the development of renewable energy resources and projects; (iii) procuring competitive electric supply for its customers; (iv) procuring RECs; (v) participating in regulatory and legislative proceedings; and (vi) consumer advocacy.

ARTICLE III: POWERS OF THE CAPE LIGHT COMPACT JPE

The Cape Light Compact JPE is a body politic and corporate with power to:

- a) sue and be sued;
- b) make, negotiate and execute contracts and other instruments necessary for the exercise of the powers of the region, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Member until approved by such individual Member, as the case may be;
- c) make, amend and repeal policies and procedures relative to the operation of the region in accordance with the Joint Powers Statute and other limitations as may be applicable under state law;
- d) receive and expend funds, including funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- e) apply for and receive grants from the commonwealth, the federal government and other public and private grantors;
- f) submit an annual report to each Member, which shall contain a detailed audited financial statement and a statement showing the method by which the annual charges assessed against each governmental unit (if any) were computed;
- g) borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE, provided, however, that such borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§16-28;
- h) subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board;
- i) as a public employer, to hire staff;
- j) to plan projects;
- k) to implement projects and/or conduct research;
- l) adopt an annual budget and to direct the expenditure of funds made available to the Cape Light Compact JPE by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Cape Light Compact JPE;

- m) to acquire property by gift, purchase or lease;
- n) to construct equipment and facilities;
- o) to apply for and receive contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Cape Light Compact JPE and, to the extent required herein, agreed to by each Member to be financially bound thereby;
- p) to engage consultants, attorneys, technical advisors and independent contractors;
- q) to adopt bylaws to govern its internal affairs;
- r) to reimburse persons who have advanced funds;
- s) to enforce agreements or otherwise prosecute claims on behalf of Members and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Cape Light Compact JPE;
- t) to invest funds;
- u) to procure insurance;
- v) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program or similar or successor programs, and other financing options;
- w) to contract with an agent, including, without limitation, a regional government or a Member, to manage or accomplish any of its functions or objectives;
- x) to enter into agreements with state, quasi-state, county and municipal agencies, cooperatives, investor-owned utilities and other private entities, all as is convenient or necessary to manage or accomplish any of the Cape Light Compact JPE's functions or objectives; and
- y) any such other powers as are necessary to properly carry out its powers as a body politic and corporate.

ARTICLE IV: SERVICES; ACTIVITIES; UNDERTAKINGS

The services, activities or undertakings to be jointly performed within the region are as follows: (i) power supply procurement; (ii) offering of energy efficiency programs; (iii) participation in regulatory and legislative proceedings; (iv) education of the public and

government regarding energy issues; and (v) such other services, activities, and undertakings as set forth in Article II (Goals, Policies; Purposes).

ARTICLE V: GOVERNING BOARD

A. Powers of the Governing Board.

In accordance with the Joint Powers Statute, the Cape Light Compact JPE shall be governed by a board of directors consisting of the Directors from the Municipal Members (the "Governing Board"). The Governing Board shall be responsible for the general management and supervision of the business and affairs of the Cape Light Compact JPE, except with respect to those powers reserved to the Members by law or this Agreement. The Governing Board shall coordinate the activities of the Cape Light Compact JPE and may establish any policies and procedures necessary to do so. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee (as set forth below in Article V(C) (Executive Committee) the powers to act for the Governing Board between regular or special meetings of the Governing Board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as they may deem appropriate and as is consistent with applicable law.

The Governing Board shall establish and manage a fund or funds to which all monies contributed by the Members, and all grants and gifts from the federal or state government or any other source shall be deposited.

The Governing Board may borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE. The borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§ 16-28. The Governing Board may, subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Director for each Municipal Member. In the absence of a Director, his or her alternate shall be entitled to vote and otherwise exercise all of the powers of such Director. The Directors, and alternate directors, shall be selected by each Municipal Member in accordance with its municipal appointment rules and procedures and for such term as may be established by their respective appointing authorities. Except as hereinafter provided, the Directors (and alternates) shall hold office until the next selection of Directors (and alternates) by each such Member and until his or her successor is selected. Directors shall be subject to any limitations or direction established by their appointing authorities. The Cape Light Compact JPE shall not be responsible for interpreting or enforcing any such limitations that may be established by the appointing authorities. Further, any action on the part of the Cape Light Compact JPE shall not be rendered void or invalid as a result of a Director's failure to abide by any such limitations. The sole remedy of an appointing authority in such instance is to remove

and replace such Director.

Each County Member may appoint a representative to attend Governing Board meetings (the "County Representative"). County Representatives may participate in Governing Board discussions and nonbinding Governing Board votes.

C. Executive Committee.

At such time as there are more than five (5) Municipal Members, there shall be an Executive Committee composed of no less than five (5) Directors elected by the Governing Board from among the Directors appointed by the Municipal Members. The Executive Committee shall be selected by majority vote of all of the Directors of the Municipal Members. In addition to the delegation of powers set forth in Article V(A) (Powers of Governing Board), the powers of the Board of Directors shall be delegated to the Executive Committee in the following circumstances: (i) when a quorum of the full Governing Board is not present for a regularly scheduled meeting; and (ii) exigent circumstances require Governing Board action, and there is insufficient time to convene a regular meeting of the Governing Board.

The Executive Committee shall conduct its business so far as possible in the same manner as is provided by this Agreement by the Governing Board. A majority of the Executive Committee shall constitute a quorum. The Executive Committee shall keep records of its meetings in form and substance as may be directed by the Governing Board and in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25, and other applicable law.

Any Director who is not a member of the Executive Committee may attend and participate in Executive Committee meetings, but may not vote. Attendance may be in-person or by telephone.

From time to time upon request and at each meeting of the Board of Directors, the Executive Committee shall make a full report of its actions and activities since the last meeting of the Governing Board.

If two (2) members of the Executive Committee object to the affirmative action taken by the Executive Committee, they may appeal such decision within forty-eight (48) hours of such action or vote by requesting a special meeting of the Governing Board in accordance with Article VI(C) (Special Meetings) which must occur as soon as possible but no later fourteen (14) days after the Executive Committee action if the original Executive Committee action was necessitated by exigent circumstances. At such special meeting, the Governing Board may overturn the action or vote of the Executive Committee by a two-thirds vote of the Directors. A vote by the Executive Committee to take no action cannot be appealed.

D. Manner of Acting and Quorum.

The Governing Board shall act by vote of a majority of the Directors of the Municipal Members present and voting at the time of the vote. Unless altered by the Governing Board in

accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal in weight to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, G.L. c. 30A, §§ 18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum. County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

E. Rules and Minutes; Meeting Announcements.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by law or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings in accordance with the Open Meeting Law. All regular and Executive Committee meeting announcements shall be sent to all Directors and County Representatives.

F. Voting.

If requested by any Director and as may be required by law, a vote of the body shall be taken by a roll call and the vote of each Director shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded. Pursuant to the Open Meeting Law, roll call votes are required for the following: (i) a vote to go into executive session; (ii) votes taken in executive session; and (iii) votes taken in open session when one or more Directors is participating remotely.

G. Resignation and Removal.

1. Resignation.

Any Director or County Representatives (or their alternates) may resign at any time upon written notice to the remaining Governing Board. A Director may resign from the Executive Committee and still keep his or her position as a Director. The resignation of any Director (or alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Director (or alternate) may be removed at any time with or without cause by his or her appointing authority. The Governing Board may send a notice to an appointing authority requesting removal of a Director for cause as specified in such notice. For cause removal shall include, but not be limited to, disclosure of documents exempt from disclosure under the Massachusetts Public Records Law in violation of G.L. c. 268A, §23(c)(2), or disclosure of matters discussed during executive session prior to release of executive session minutes.

A Director from a Municipal Member who fails to attend at least half of the Directors' meetings annually shall be automatically removed, unless such Director has requested an exemption from this requirement due to special circumstances (i.e., prolonged illness, conflicting work/personal commitments). Annual attendance shall be calculated on a calendar year basis. The secretary (or other officer of as may be designated by the Governing) shall report on the annual attendance of Directors as requested by the Governing Board. In each vote implementing the removal of a Director, the Governing Board shall state an official removal date, which shall generally take place within ninety (90) to one hundred and eighty days (180) in order to give the Municipal Member who appointed such Director an opportunity to replace such Director. A Municipal Member whose Director is removed shall be given immediate notice of such removal. A Director who has been removed or a Municipal Member whose Director has been removed may petition the Governing Board for reinstatement and he or she shall be given notice and an opportunity to be heard before the Governing Board on such matter within ninety (90) days of such request.

H. Vacancies.

1. Vacancies on the Governing Board.

The remaining Directors may act despite a vacancy in the Governing Board. A vacancy in the Governing Board of a Director from a Municipal Member shall be promptly filled, but in no case more than sixty (60) days thereafter, by the appointing authority of the Municipal Member which originally selected such Director. Each Director chosen to fill a vacancy on the Governing Board shall hold office until his or her successor shall be appointed and qualified by

his or her appointing authority. Insofar as there is no Director then in office representing a Municipal Member, the alternate shall act in his or her stead. If a Municipal Member has not appointed an alternate, the Director position shall be considered vacant for that particular Municipal Member and it shall not be counted for quorum purposes under Article V(D) (Manner of Acting and Quorum) or for the purposes of the Open Meeting Law until the Municipal Member fills the vacancy and/or appoints an alternate.

2. Vacancies on the Executive Committee.

Vacancies on the Executive Committee shall be filled in the same manner as the position was originally filled.

3. No Right to Compensation.

No Director shall receive an additional salary or stipend for his or her service as a Governing Board member. Directors are not eligible for health insurance or other benefits provided to employees of the Cape Light Compact JPE.

ARTICLE VI: MEETINGS OF THE GOVERNING BOARD

A. Place.

Meetings of the Governing Board, including meetings of the Executive Committee, shall be held at such place within Barnstable County or Dukes County, or at such other place as may be named in the notice of such meeting.

B. Regular Meetings.

Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

Special meetings of the Governing Board may be called by the chairman or any other officer or Director at other times throughout the year.

D. Notice.

In addition to the personal notice to Directors and County Representatives set forth in Article V(E) (Rules and Minutes; Meeting Announcements), public notice of any regular meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight (48) hours' notice to Directors and County Representatives by mail, electronic mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the

purpose of any special meeting. Personal notice of a meeting need not be given to any Director or County Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Directors.

A Director or County Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Cape Light Compact JPE contemplates contracting or transacting business shall disclose his or her relationship or interest to Governing Board. No Director or County Representative so interested shall deliberate or vote on such contract or transaction. The affirmative vote of a majority of the disinterested Directors present and voting hereof shall be required before the Cape Light Compact JPE may enter into such contract or transaction.

In case the Cape Light Compact JPE enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Director or County Representative have or may have interests therein which are or might be adverse to the interests of the Cape Light Compact JPE. No Director or County Representative having disclosed such adverse interest shall be liable to the Cape Light Compact JPE or to any creditor of the Cape Light Compact JPE or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Director or County Representative be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Director or County Representative or the Governing Board or the Cape Light Compact JPE with G.L. c. 268A, as set forth in Article VIII (G.L. c. 268A), below.

ARTICLE VII: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, Directors present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded roll call vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information, or litigation strategy.

Matters discussed in executive sessions of the Governing Board must be treated as

confidential, and disclosure of such matters is a violation of G.L. c. 268A, §23(c)(2). A violation of confidentiality may lead to disciplinary action as established by the Governing Board, including a request for removal of a Director in accordance with Article V(G)(2) (Removal).

ARTICLE VIII: G.L. c. 268A

Directors, County Representatives, officers and employees of the Cape Light Compact JPE are subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two (2) or more public entities may find that each agency has an interest in a particular matter. Any employee, officer, County Representative or Director may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>. Directors may also request a formal conflict of interest opinion from town counsel pursuant to G.L. c. 268A, §22.

In accordance with G.L. c. 268A, §23(c)(2), Directors, County Representatives, officers and employees of the JPE are prohibited from improperly disclosing materials or data that are exempt from disclosure under the Public Records Law, and were acquired by him or her in the course of his or her official duties, and may not use such information to further his or her personal interest.

ARTICLE IX: OFFICERS; STAFF; SERVICE PROVIDERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and business officer and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one (1) year and until their respective successors are elected and qualified. Other than the treasurer and business officer, all officers must be a Director and, upon selection of a successor Director by such officer's appointing Member, such officer shall immediately tender notice thereof to the Cape Light Compact JPE and the Governing Board shall select a replacement among the various Directors from the Municipal Members for the remaining term of such officer.

B. Qualifications.

Two (2) or more offices may be held by the same person, except the offices of chairman, secretary or treasurer.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Directors from the Municipal Members for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Cape Light Compact JPE may be removed from his or her respective offices with or without cause by resolution adopted by a majority of the Directors present and voting at any regular or special meeting of the Governing Board.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary, the Cape Light Compact JPE Administrator, or Director of the Cape Light Compact JPE. An officer may resign as officer without resigning from other positions in the Cape Light Compact JPE, including positions on the Executive Committee or as Director.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Cape Light Compact JPE.

Persons or groups of persons designated by the Governing Board as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

G. Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

H. Treasurer and Business Officer.

The Governing Board shall appoint a treasurer who may be a treasurer of one of the Municipal Members. No Director or other employee of the Cape Light Compact JPE shall be eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Governing Board, shall be authorized to receive, invest and disburse all funds of the Cape Light Compact JPE without further appropriation. The treasurer shall give bond for the faithful performance of his or her duties in a form and amount as fixed by the Governing Board. The treasurer may make appropriate investments of the funds of the Cape Light Compact JPE consistent with G.L. c. 44, § 55B.

The Governing Board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the Municipal Members. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to G.L. c. 41, §§52 and 56 and shall not be eligible to hold the office of treasurer.

If the Cape Light Compact JPE is using a service provider pursuant to Article IX(M) (Service Providers) to handle Cape Light Compact JPE funds, the Governing Board shall consider using one or more employees of such service provider to serve as treasurer or business officer.

I. Secretary.

The secretary shall arrange for the recording, consistent with applicable law, of all proceedings of the Governing Board, Executive Committee and any other such committee in a book or books to be kept therefor, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

J. Other Officers.

The Governing Board shall retain legal counsel for the Cape Light Compact JPE. The Cape Light Compact JPE's legal counsel may jointly represent the Cape Light Compact JPE's Municipal Member or other parties in accordance with this Article XIX(I) (Shared Legal Representation) of this Agreement.

The Cape Light Compact JPE shall designate a Chief Procurement Officer, whose role, in accordance with G.L. c. 30B (or other applicable procurement laws) and other applicable provisions of law, shall be to select proposals for and facilitate the award of contracts on behalf of the Cape Light Compact JPE, with input from Directors, the Cape Light Compact JPE staff, counsel and others, as such Chief Procurement Officer sees fit. Notwithstanding the foregoing, the Governing Board may determine that the Cape Light Compact JPE, as long as consistent with applicable law, will select proposals and award contracts in another manner.

Other officers shall have such powers as may be designated from time to time by the Governing Board.

K. The Cape Light Compact JPE Administrator.

The Governing Board shall appoint a JPE Administrator who shall be an employee of the Cape Light Compact JPE. In general, the Cape Light Compact JPE Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Cape Light Compact JPE.

More specifically, the Cape Light Compact JPE Administrator shall be responsible for:

- (i) Implementing the goals and carrying out the policies of the Cape Light Compact JPE Governing Board;
- (ii) Maintaining the complete and full records, reports and filings associated with the financial and administrative activity of the Cape Light Compact JPE;
- (iii) Planning and directing all administrative and operational functions of the Cape Light Compact JPE consistent with budgets approved by the Governing Board;
- (iv) Managing the hiring process, supervising and directing the work of all staff consistent with budgets and strategic goals approved by the Governing Board;
- (v) Consulting and advising the Governing Board as to the business, operational and strategic concerns of the Cape Light Compact JPE including fiscal affairs, legal and operational issues, and major program initiatives;
- (vi) Regularly attending all Governing Board meetings and answering all questions addressed to him or her;
- (vii) Managing the Cape Light Compact JPE's legal affairs, including directing the Cape Light Compact JPE's participation in regulatory and judicial proceedings, consistent with relevant budgets approved by the Governing Board;
- (viii) Managing the Cape Light Compact JPE's energy efficiency program in accordance with all applicable laws and the rules and regulations of the DPU, or any successor entity;
- (ix) Negotiating and executing contracts for power supply procurement, renewable energy certificates, energy efficiency contracts, contracts for professional services and legal services in order to achieve the strategic goals and business purposes of the governing board; and
- (x) Perform such other duties as may be directed by the Governing Board from time to time, or as may be necessary or advisable to fulfill the Cape Light Compact JPE's objectives.

The Governing Board may elect to expand, limit or otherwise amend the foregoing responsibilities by replacing this Article IX(K) with a list of responsibilities set forth in Exhibit C.

L. Cape Light Compact JPE Staff.

The Cape Light Compact JPE shall be a public employer. The Governing Board may employ personnel to carry out the purposes of this Agreement and establish the duties, compensation and other terms and conditions of employment of personnel. The Governing Board shall take all necessary steps to provide for continuation of membership in a valid and existing public employee retirement system.

M. Service Providers.

The Governing Board may appoint or engage one or more service providers to serve as the Cape Light Compact JPE's administrative, fiscal or operational agent in accordance with the provisions of a written agreement between the Cape Light Compact JPE and the service provider. A Municipal Member may contract with the Cape Light Compact JPE to be a service provider. The service provider agreement shall set forth the terms and conditions by which the service provider shall perform or cause to be performed the requested services. This subsection (M) shall not in any way be construed to limit the discretion of the Cape Light Compact JPE to hire its own employees to perform such functions.

ARTICLE X: BUDGET; FINANCING; BORROWING; AND RELATED MATTERS

A. Budget; Segregation of Funds; Expenditures.

Prior to the beginning of each fiscal year, the Cape Light Compact JPE staff shall work with the Governing Board to prepare a proposed operating budget. The Cape Light Compact JPE shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article V(D) (Manner of Acting and Quorum).

All funds of the Cape Light Compact JPE shall be held in separate accounts in the name of the Cape Light Compact JPE and not commingled with funds of any other person or entity. All funds of the Cape Light Compact JPE shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements. The Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Cape Light Compact JPE. All expenditures shall be made in accordance with the approved budget and in accordance with any applicable procedures or controls as may be authorized by the Governing Board.

B. Financing.

The Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region in the manner set forth in this Article X. Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), the Cape Light Compact JPE may collect a

kilowatt hour charge or equivalent of up to a mil per kilowatt hour, from consumers participating in the municipal aggregation power supply program. The amount collected may be up to 1 mil (\$.001), or such lower amount as the Cape Light Compact JPE Administrator may determine, for every kilowatt hour sold to consumers for the duration of service under a competitive electric supply agreement (this charge is referred to as an "Operational Adder"). The Cape Light Compact JPE will primarily use the Operational Adder funds to support the municipal aggregation power supply program budget and other costs associated with implementing the powers and purposes of the Cape Light Compact JPE. The level of the Operational Adder shall be determined during the annual operating budget process based upon the projected expenses of the Cape Light Compact JPE. All uses of the Operational Adder shall follow the Cape Light Compact JPE budget appropriation process.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), funding for the Cape Light Compact JPE's energy efficiency activities shall come in part from the mandatory system benefits charges imposed on consumers in accordance with G.L. c. 25, §19(a), which funds energy efficiency programs administered by municipal aggregators with energy plans certified by the DPU under G.L. c. 164, §134(b). In addition, in accordance with G.L. c. 25, §19(a), the Cape Light Compact JPE's energy efficiency activities may also be funded by revenues from the forward capacity market administered by ISO New England Inc., revenues from cap and trade pollution control programs (e.g., Regional Greenhouse Gas Initiative), other funding sources and an energy efficiency surcharge, as approved by the DPU or a successor thereto. In addition, the Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region with grants from the commonwealth, the federal government and other public and private grantors;

C. Borrowing.

The Cape Light Compact JPE is authorized to incur borrowing pursuant to the Joint Powers Statute. There are no limitations on the purposes, terms and amounts of debt the Cape Light Compact JPE may incur to perform such services, activities or undertakings, except as may established by law.

ARTICLE XI: COOPERATION; AUTHORITY DOCUMENTS

The Members agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

The Members acknowledge and agree that the authority of the Cape Light Compact JPE will be evidenced and effectuated through this Agreement and through Governing Board votes, resolutions and various documents duly adopted by the Governing Board. The Members agree to abide by and comply with the terms and conditions of all such votes, resolutions and documents that may be adopted by the Governing Board, subject to the Members' right to withdraw from the Cape Light Compact JPE as described in Article XVI (Term; Termination; Withdrawal).

ARTICLE XII: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, the Members and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Members until approved by such individual Member, as the case may be, and further, that any contract shall indemnify and hold harmless the Cape Light Compact JPE and its Members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XIII: OTHER APPLICABLE LAWS

Nothing in this Agreement or in any negotiated contract for the supply of electricity shall be construed to supersede, alter or otherwise impair any obligation imposed on any Member by otherwise applicable law.

ARTICLE XIV: INDEMNIFICATION OF DIRECTORS; LIABILITY OF DIRECTOR AND OFFICERS; INSURANCE; INDEMNIFICATION OF MEMBERS

A. Indemnification of Directors.

The Cape Light Compact JPE shall, to the extent legally permissible, indemnify the Directors, County Representatives, officers and Members. All contracts negotiated or undertaken by the Cape Light Compact JPE shall also include, to the maximum extent feasible, indemnification of the Directors, County Representatives, officers and the Members.

B. Liability of Directors, Officers, and Employees.

The Directors, County Representative, officers, and employees of the Cape Light Compact JPE shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, County Representative, officer, or employee.

C. Insurance.

The Cape Light Compact JPE shall acquire such insurance coverage as the Governing Board deems necessary to protect the interests of the Cape Light Compact JPE, the Members, the Directors and officers, employees and the public. If possible, such insurance coverage shall name the Members as additional insureds. If the Cape Light Compact JPE has employees, it shall obtain worker's compensation insurance.

D. Indemnification of Members.

The Cape Light Compact JPE shall defend, indemnify and hold harmless the Members from any and all claims, losses, damages, costs, injuries and liabilities of every kind to the extent arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Cape Light Compact JPE under this Agreement, and not arising directly or indirectly from the negligent or intentional actions of any Member. In addition, the Cape Light Compact JPE shall not be responsible for indemnifying any Member for any claims, losses, damages, costs or injuries arising from any duties that such Member has agreed to assume in a contract with the Cape Light Compact JPE.

ARTICLE XV: AMENDMENT; REVISION OF EXHIBITS

Except as set forth below in the following paragraph, this Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Directors of Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Notice of proposed amendments shall be sent to Members at least thirty (30) days before any Governing Board vote on such amendments in accordance with Article XIX(D) (Notices).

Certain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members).

In addition, termination of the Cape Light Compact JPE shall require the approval of all Municipal Members.

The Municipal Members agree that Exhibits A (List of Members), B (Weighted Voting) and C (JPE Administrator Responsibilities) to this Agreement set forth certain administrative matters that may be revised by the Cape Light Compact JPE Administrator in accordance with Governing Board authorization without such revision constituting an amendment to this Agreement. The Cape Light Compact JPE shall provide written notice to the Members of the revision to such exhibits.

ARTICLE XVI: TERM; TERMINATION; WITHDRAWAL

This Agreement shall continue in effect for a term not to exceed twenty-five (25) years. At the conclusion of the term, taking into account any changed circumstances, the Municipal Members shall in good faith negotiate a replacement agreement.

Any Member may voluntarily withdraw from the Cape Light Compact JPE at the end of each calendar quarter upon at least ninety (90) days prior written notice. Withdrawal of such

Member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such Member and financial contributions to the Cape Light Compact JPE made or agreed to be made by such member.

This Agreement may be terminated by collective agreement of all the Municipal Members; provided, however, the foregoing shall not be construed as limiting the rights of a Municipal Member to withdraw its membership in the Cape Light Compact JPE, and thus terminate this Agreement only with respect to such withdrawing Municipal Member.

Upon termination of this Agreement, any surplus money or assets in possession of the Cape Light Compact JPE for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement shall be returned to the then-existing Members in proportion to the contributions made by each, if applicable; if no contributions were made, surplus assets shall be distributed based on the relative populations of each Municipal Member. Payment of liabilities and disbursement of surplus money or assets shall also be in accordance with any rules, regulations and policies adopted by governmental authorities having jurisdiction over the Cape Light Compact JPE.

ARTICLE XVII: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of the Commonwealth of Massachusetts or of the United States, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or the Massachusetts General Laws, the Cape Light Compact JPE shall remain in full force and effect as to all severable matters.

ARTICLE XVIII: THE CAPE LIGHT COMPACT JPE AS SUCCESSOR TO THE COMPACT; TRANSFER OF COMPACT'S ADMINISTRATIVE AND OPERATIONAL FUNCTIONS

A. The Cape Light Compact JPE's Status as Successor Entity to the Compact.

It is the intent of the Members that the Cape Light Compact JPE eventually serve as the successor entity to the Compact.

In order to provide for an orderly transition, the Cape Light Compact JPE and the Compact will coordinate transfer and succession plans in accordance with this Article XVIII.

Upon transfer of the Compact's operations as set forth in Article XVIII(D) (Transfer of Operations) below, and in accordance with applicable transfer and succession plans, the Cape

Light Compact JPE shall assume all benefits, obligations and liabilities of the Compact.

B. Transfer of Administrative and Financial Functions.

Upon the Effective Date, the Cape Light Compact JPE will serve as the administrative and fiscal arm of the Compact. As soon as practicable, Compact staff will become employees of the Cape Light Compact JPE. At such time, the Cape Light Compact JPE shall assume responsibility for any and all loss, injury, damage, liability, claim, demand, tort or worker's compensation incidents that occur on or after the date personnel are transferred to the Cape Light Compact JPE. The Cape Light Compact JPE will also perform certain financial services for the Compact as set forth in a written agreement between the Compact and the Cape Light Compact JPE. The Cape Light Compact JPE may elect to delegate performance of such functions to service providers as set forth in Article IX(M) (Service Providers).

C. Transfer of Operations.

Unless such other date is established by the Governing Board, when the majority of the municipal members of the Compact join the Cape Light Compact JPE, the Compact and the Cape Light Compact JPE will develop an asset transfer and succession plan and, in consultation with DPU (and other governmental authorities if necessary or convenient), will establish an operational transfer date (no later than January 31, 2018, unless otherwise directed by DPU). Once such date is established, the Cape Light Compact JPE will notify the members of the Compact of the deadline for joining the Cape Light Compact JPE in order to participate in its aggregation plan. On or before the operational transfer date, the Cape Light Compact JPE will execute all documents and perform all acts necessary to transfer all programs, operational functions, tangible and intangible assets (including intellectual property), contracts and records of the Compact to the Cape Light Compact JPE so that the Cape Light Compact JPE is the legal successor to the Compact.

D. Meetings and Board Membership During Transition Period.

During the transition period, meetings of the Cape Light Compact JPE will occur immediately before or after scheduled meetings of the Compact. In order to provide for an orderly transition or for any other reason that a Municipal Member deems appropriate, a Municipal Member may appoint the same person to serve on the Cape Light Compact JPE's and Compact's Governing Boards.

ARTICLE XIX: MISCELLANEOUS

A. Principal Office.

The principal office of the Cape Light Compact JPE shall be located at such places as the Governing Board may establish from time to time.

B. The Cape Light Compact JPE Records.

The original, or attested copies, of this Agreement and records of all meetings of the Governing Board shall be kept in Massachusetts at the principal office of the Cape Light Compact JPE. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any Municipal Member or Director for any proper purpose and as required by law. The records of the Cape Light Compact JPE shall be subject to the Massachusetts Public Records Act, G.L. c. 66, and shall be deemed public records, unless such records fall within the exemptions set forth in G.L. c. 4, §7, including exemptions for development of inter-agency policy and trade secrets or commercial or financial information.

C. Fiscal Year.

The fiscal year of the Cape Light Compact JPE shall begin on January 1st and end on December 31st.

D. Notices.

All notices, waivers, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and if addressed to the Cape Light Compact JPE shall be sent to:

JPE Administrator
Cape Light Compact JPE
3195 Main Street
Open Cape Building
Barnstable, MA 02630

The Cape Light Compact JPE may change its address by sending a notice of change of address to all Members.

Members shall be required to send the Cape Light Compact JPE a notice each January setting forth the name, address and other contact information for its Director and alternate director, and the contact name and address for all notices to be sent to Members under this Agreement. If no address has been provided for notices, the Cape Light Compact JPE may use the Town Clerk's address for a Member as provided on its website.

A Member may change its address by sending a notice of change of address to the Cape Light Compact JPE.

Except for any notice required by law to be given in another manner, all notices, waivers, demands, requests, consents, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges

prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. The Cape Light Compact JPE and the Members may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the notifying party of the obligation to provide notice as specified above.

E. Reports.

The Cape Light Compact JPE shall submit an annual report to each Member which shall contain a detailed audited financial statement and a statement in accordance with the Joint Powers Statute.

The Cape Light Compact JPE shall prepare a written annual report, in the format required by the DPU regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Cape Light Compact JPE's web site within thirty (30) days of submission to the DPU. In addition, the Cape Light Compact JPE shall periodically prepare written overviews of the Cape Light Compact JPE's program activities for each Municipal Member for inclusion in its individual town annual reports.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), for so long as is required by the DPU, the Cape Light Compact JPE shall submit an annual report to the DPU on December 1st of each year regarding its municipal aggregation power supply program. The annual report will, at a minimum, provide: (1) a list of the program's competitive suppliers over the past year; (2) the term of each power supply contract; (3) the aggregation's monthly enrollment statistics by customer class; (4) a brief description of any renewable energy supply options; and (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy. As approved by the DPU, the Cape Light Compact JPE may submit this report on a fiscal year basis.

F. Dispute Resolution.

The Members and the Cape Light Compact JPE shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member and the Cape Light Compact JPE shall engage in nonbinding mediation in the manner agreed upon by the participating Member and the Cape Light Compact JPE. The Cape Light Compact JPE and Members agree that each Municipal Member may specifically enforce this Article XIX(F). In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within sixty (60) days after the demand for mediation or is made, any Municipal Member and the Cape Light Compact JPE may pursue any remedies provided by law.

G. Multiple Originals.

This Agreement shall be executed in accordance with the requirements of the Joint Powers Statute. Amendments to this Agreement requiring approval of Directors shall be executed by the Directors approving such amendments. Amendments to this Agreement requiring approval of the Municipal Members shall be executed in the manner set forth in the Joint Powers Statute.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and all of such signature pages shall be read as though one and shall have the same force and effect as though all of the parties had executed a single signature page.

H. No Partnership or Joint Venture in Contracts with Third Parties; Limitation of Responsibility.

In carrying out its purposes as described herein, and in entry into any third party contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, neither the Cape Light Compact JPE nor any of its Members shall be a partner or joint venturer with any third party. The relationship between the Cape Light Compact JPE (and/or its Members) on the one hand and the other party(ies) to such contract on the other hand shall be that of buyer and seller or agent for the buyer and seller, as the case may be. Nothing therein contained shall be deemed to constitute the Cape Light Compact JPE (and/or its Members) as a partner, agent or legal representative of any third party or to create a joint venture, agency or any relationship between the Cape Light Compact JPE (and/or its Members) and any third party other than that of buyer and seller or agent for the buyer and seller, as the case may be. The Cape Light Compact JPE and its Members have no responsibility to supply, distribute, transmit, meter, bill or otherwise provide electricity to any consumer and none is implied hereby or thereby. Nothing in this Article XIX(H) shall be construed as prohibiting the Cape Light Compact JPE from entering into a partnership or joint venture relationship with any organization in which it has a membership interest or affiliation.

I. Shared Legal Representation Involving Members or Other Public Entities; Official Duties of Cape Light Compact JPE Counsel.

The Cape Light Compact JPE may from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Cape Light Compact JPE has a direct or substantial interest without violating G.L. c. 268A, subject to the consent and approval of all parties requesting legal representation (which may be one or Members, or one or more non-Member parties). Such dual or common representation allows the Cape Light Compact JPE to pool resources for a common purpose, develop mutual interests, and preserve

public funds. The official duties of the Cape Light Compact JPE counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial proceedings in which the Cape Light Compact JPE is also a party; (ii) contract negotiations or project development matters in which the Cape Light Compact JPE or its Members have an interest, and (iii) other matters in which the Cape Light Compact JPE has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. The Cape Light Compact JPE counsel shall discharge such duties only when requested in writing by the Cape Light Compact JPE's Governing Board. Prior to making such a request, the Cape Light Compact JPE's Governing Board shall determine whether the interests of the Cape Light Compact JPE would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct. Representation of the Compact and the Cape Light Compact JPE shall not be considered dual representation as the two entities shall function as two component parts of one legal entity for a transition period, and then the Cape Light Compact JPE shall serve as the successor entity to the Compact.

Should the provision in G.L. c. 268A limiting dual or common representation be amended or replaced after the Effective Date, the Governing Board may elect to follow any alternative procedures with respect to dual or common legal representation as provided by such statute.

[EXECUTION PAGES TO FOLLOW]

LIST OF EXHIBITS

- Exhibit A – List of Members
- Exhibit B – Weighted Voting
- Exhibit C – JPE Administrator Responsibilities

EXHIBIT B

Weighted Voting

Name of Town	Population
Aquinnah	311
Barnstable	45,193
Bourne	19,754
Brewster	9,820
Chatham	6,125
Chilmark	866
Dennis	14,207
Eastham	4,956
Edgartown	4,067
Falmouth	31,531
Harwich	12,243
Mashpee	14,006
Oak Bluffs	4,527
Orleans	5,890
Provincetown	2,942
Sandwich	20,675
Tisbury	3,949
Truro	2,003
Wellfleet	2,750
West Tisbury	2,740
Yarmouth	23,793

For an example of weighted voting, if the Municipal Members consisted of the Towns of Barnstable, Bourne and Brewster, the total population of the three Municipal Members would be 74,767. For weighted voting purposes, Barnstable's vote would be weighted 60.45%, Bourne's vote would be weighted 26.42%, and Brewster's would be weighted 13.13%.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen
Golf Committee
Roman Greer, Golf Director
Robert Cafarelli, Town Engineer

From: Christopher Clark, Town Administrator

Re: Article 18 Financing Plan Facilities Improvements at Golf Course

Date: April 4, 2017

Article 18 of the May 2017 Annual Town Meeting calls for the maintenance and operational infrastructure improvements at Cranberry Valley Golf Course (CVGC). The plan calls for the demolition of the existing golf cart location structure and the construction of a new facility that will be solar capable, the reconfiguration of the existing car parking and traffic lane configuration and improvements to the existing maintenance storage facility. The golf cart storage structure will be a prefabricated building.

The Golf Director, the Chairman of the Golf Committee, Town Engineer, Facility Maintenance Director and I have been meeting to discuss this project. Based upon some preliminary estimates that have been researched the project cost is anticipated to be no greater than \$1.2 million. The Golf Committee last year established a funding source for this project at CVGC. The fund as of July 1, 2018 will contain approximately \$125,000. I have prepared two borrowing schedules, one at a 4% interest rate and a second at a 6% interest rate, depending upon the interest rate market when the Town goes out to borrow. At the 4% rate, the Town will be able to cover its costs with the existing fee structure as it stands. This does rely upon the build-up of funds to be used to offset a portion of that to cover the first five years. The higher interest rate of 6% would require additional fees to be collected above and beyond the existing bridge structure. The FY 17 rates are an additional dollar surcharge on cart rentals and two dollars on greens fees that went into effect as of January 1, 2016. I would recommend that the second rate increase be contemplated for January 1, 2018 to increase the cart fee to two dollars and the greens fee to four dollars. This restructure should provide for contingencies due to changing interest-rate markets. I have recommended that this be a General Obligation Bond whereas if we were to have an event that would close the golf course for an extended period of time or quite honestly just a very rainy season, the revenues would be negatively impacted.

I do believe that the vast majority of the borrowing should be able to be covered in full by this fee arrangement. Please see attached schedules. The FY 17 fees generated are approximately \$48,000 and the FY 19 fees that would be generated based upon the increase of January 1, 2018 would be \$96,000. This should be sufficient funds when combined with the retained revenues to meet either schedule.

Name Golf Infrstructure Project FY 18
 Total Amount \$ 1,200,000
 Annual Percentage 4%
 Number of Payments 20

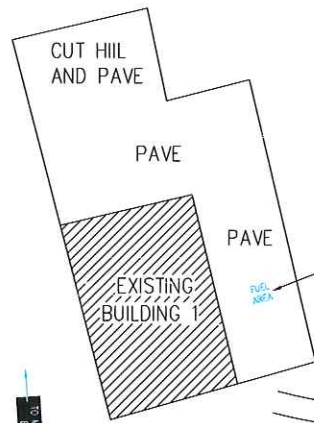
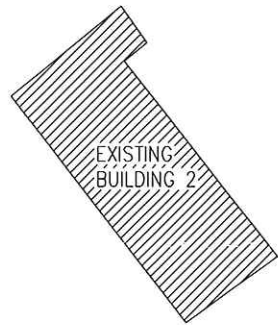
3/29/2017

	Principal		Interest		Total Payment
FY 18	\$ 60,000	\$ 1,140,000	\$ 48,000	\$ 108,000	
FY 19	\$ 60,000	\$ 1,080,000	\$ 45,600	\$ 105,600	
FY 20	\$ 60,000	\$ 1,020,000	\$ 43,200	\$ 103,200	
FY 21	\$ 60,000	\$ 960,000	\$ 40,800	\$ 100,800	
FY 22	\$ 60,000	\$ 900,000	\$ 38,400	\$ 98,400	
FY 23	\$ 60,000	\$ 840,000	\$ 36,000	\$ 96,000	
FY 24	\$ 60,000	\$ 780,000	\$ 33,600	\$ 93,600	
FY 25	\$ 60,000	\$ 720,000	\$ 31,200	\$ 91,200	
FY 26	\$ 60,000	\$ 660,000	\$ 28,800	\$ 88,800	
FY 27	\$ 60,000	\$ 600,000	\$ 26,400	\$ 86,400	
FY 28	\$ 60,000	\$ 540,000	\$ 24,000	\$ 84,000	
FY 29	\$ 60,000	\$ 480,000	\$ 21,600	\$ 81,600	
FY 30	\$ 60,000	\$ 420,000	\$ 19,200	\$ 79,200	
FY 31	\$ 60,000	\$ 360,000	\$ 16,800	\$ 76,800	
FY 32	\$ 60,000	\$ 300,000	\$ 14,400	\$ 74,400	
FY 33	\$ 60,000	\$ 240,000	\$ 12,000	\$ 72,000	
FY 34	\$ 60,000	\$ 180,000	\$ 9,600	\$ 69,600	
FY 35	\$ 60,000	\$ 120,000	\$ 7,200	\$ 67,200	
FY 36	\$ 60,000	\$ 60,000	\$ 4,800	\$ 64,800	
FY 37	\$ 60,000	\$ -	\$ 2,400	\$ 62,400	
TOTALS	\$ 1,200,000		\$ 504,000	\$ 1,704,000	

Name Golf Infrastructure Project FY 18 (Higher Interest Rate)
 Total Amount \$ 1,200,000
 Annual Percentage 6%
 Number of Payments 20

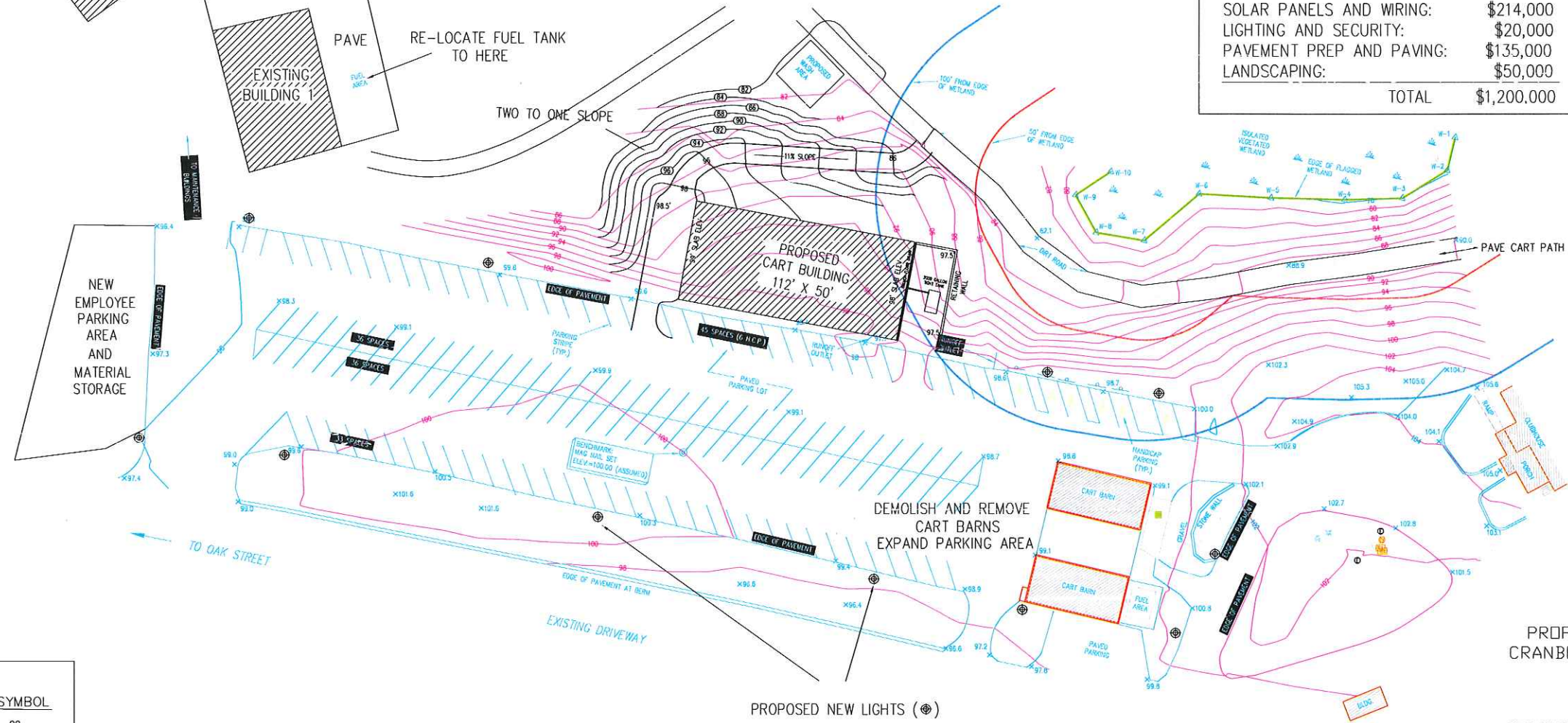
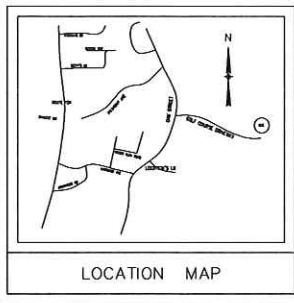
3/29/2017

	Principal		Interest		Total Payment
FY 18	\$ 60,000	\$ 1,140,000	\$ 72,000	\$ 132,000	
FY 19	\$ 60,000	\$ 1,080,000	\$ 68,400	\$ 128,400	
FY 20	\$ 60,000	\$ 1,020,000	\$ 64,800	\$ 124,800	
FY 21	\$ 60,000	\$ 960,000	\$ 61,200	\$ 121,200	
FY 22	\$ 60,000	\$ 900,000	\$ 57,600	\$ 117,600	
FY 23	\$ 60,000	\$ 840,000	\$ 54,000	\$ 114,000	
FY 24	\$ 60,000	\$ 780,000	\$ 50,400	\$ 110,400	
FY 25	\$ 60,000	\$ 720,000	\$ 46,800	\$ 106,800	
FY 26	\$ 60,000	\$ 660,000	\$ 43,200	\$ 103,200	
FY 27	\$ 60,000	\$ 600,000	\$ 39,600	\$ 99,600	
FY 28	\$ 60,000	\$ 540,000	\$ 36,000	\$ 96,000	
FY 29	\$ 60,000	\$ 480,000	\$ 32,400	\$ 92,400	
FY 30	\$ 60,000	\$ 420,000	\$ 28,800	\$ 88,800	
FY 31	\$ 60,000	\$ 360,000	\$ 25,200	\$ 85,200	
FY 32	\$ 60,000	\$ 300,000	\$ 21,600	\$ 81,600	
FY 33	\$ 60,000	\$ 240,000	\$ 18,000	\$ 78,000	
FY 34	\$ 60,000	\$ 180,000	\$ 14,400	\$ 74,400	
FY 35	\$ 60,000	\$ 120,000	\$ 10,800	\$ 70,800	
FY 36	\$ 60,000	\$ 60,000	\$ 7,200	\$ 67,200	
FY 37	\$ 60,000	\$ -	\$ 3,600	\$ 63,600	
TOTALS	\$ 1,200,000		\$ 756,000	\$ 1,956,000	

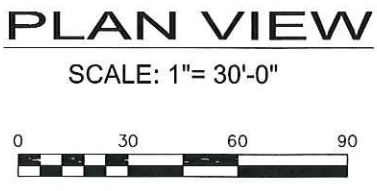


PROPOSED SCHEDULE	
APPROPRIATION:	MAY 2017
DEVELOP PLANS AND SPECS:	JUNE-AUG 2017
BID PROJECT AND AWARD CONTRACTS:	SEPT 2017
CONSTRUCTION:	OCT 2017 - MAR 2018

ESTIMATED COSTS	
PERMITS:	\$2,000
SITE PREPARATION:	\$80,000
FOUNDATION & CART BUILDING:	\$397,000
SLAB FLOOR PROTECTIVE COATING:	\$10,000
CART BARN ELECTRIC:	\$50,000
RE-SKINNING OF BUILDING 2:	\$100,000
ADDITIONAL PARKING:	\$51,000
WASH STATION:	\$46,000
GAS & ELECTRIC LINES:	\$10,000
CART BARN DEMOLITION:	\$10,000
RELOCATION OF GAS FUEL TANK:	\$25,000
SOLAR PANELS AND WIRING:	\$214,000
LIGHTING AND SECURITY:	\$20,000
PAVEMENT PREP AND PAVING:	\$135,000
LANDSCAPING:	\$50,000
TOTAL	\$1,200,000



DESCRIPTION	SYMBOL
EXISTING SPOT ELEVATION	00
EXISTING CONTOUR	00
FINAL CONTOUR	00
UTILITY POLE	○
CATCH BASIN	⊕
FIRE HYDRANT	⊙
LIGHT POLE	⊛
PROPOSED LIGHT POLE	⊕



SITE PLAN SHOWING
PROPOSED IMPROVEMENTS TO
CRANBERRY VALLEY GOLF COURSE

AS PREPARED FOR
CRANBERRY VALLEY GOLF COURSE

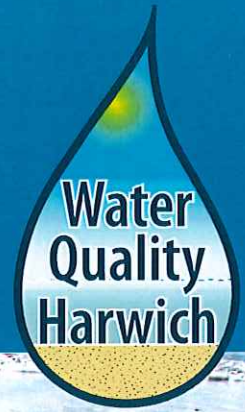
HARWICH ENGINEERING DEPARTMENT	
732 MAIN STREET HARWICH, MA 02645 (508) 430-7508 FAX (508) 432-5039	
REVISIONS-	DATE: JUNE 7, 2016
10/31/16	SCALE 1"=30'
	FILE NO.
	SHEET 1 OF 1

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017				Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other	ART#
				Petitioner															
4-0-0	6-0-0	1	Town Officers & Committees	Customary														1	
4-0-0	6-0-0	2	Reports of Town Officers & Comms.	Customary														2	
4-0-0	6-0-0	3	Elected Officials Salaries	Customary														3	
4-0-0	8-1-0	4	Town Operating Budget	BOS	\$ 33,706,441	\$ 33,706,441				\$ 20,290,966	\$ 81,130		\$ 650,178		\$ 11,358,779	\$ 1,325,388	4		
5-0-0	8-1-0	5	MRSD Budget (Tax Levy)	MRSC/Supt	\$ 24,787,671	\$ 24,787,671	\$ 24,563,557	\$ 24,787,671	\$ 24,563,557									5	
	8-1-0	5	MRSD (Capital Only)						\$ 224,114		\$ 224,114							5	
4-0-0	8-0-0	6	CC Tech School Budget	Supt.	\$ 1,487,362	\$ 1,487,362	1,487,362	\$ 1,487,362	\$ 1,487,362									6	
4-0-0	7-0-0	7	Water Department Budget	Water Com.	\$ 4,126,594	\$ 4,126,594	4,126,594	\$ 4,126,594					\$ 4,126,594					7	
5-0-0	6-0-0	8	Adopt Capital Plan	BOS														8	
5-0-0	6-0-0	9	Cap Items Under \$50K from Free Cash	BOS	\$ 116,819	\$ 116,819	116,819	\$ 116,819		\$ 116,819								9	
5-0-0	7-0-1	10	Facility Maint & Repair Fund	BOS	\$ 808,086	\$ 808,086	808,086	\$ 808,086		\$ 774,156		\$ 33,930						10	
5-0-0	8-0-0	11	Design & Construction of Sewers in Pleasant Bay Watershed	BOS	\$ 9,035,000	\$ 9,035,000	\$ 9,035,000	\$ 9,035,000							\$ 9,035,000			11	
5-0-0	8-0-0	12	Cold Brook Project	BOS	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000							\$ 2,000,000			12	
	8-0-0	13	Enact Sewer Bylaw	BOS														13	
5-0-0	5-3-0	14	Fund Replacement of Fire Pumper	FIRE	\$ 420,000	\$ 420,000	420,000								\$ 420,000		FinCom voted to fund from Stabilization	14	
5-0-0	8-0-0	15	Fund Plans & Bid Docs for Station 2	FIRE	\$ 310,000	\$ 310,000	310,000								\$ 310,000			15	
5-0-0	8-0-0	16	Golf Course Landscape Reclamation & tree removal	Golf	\$ 43,000	\$ 43,000	43,000										\$ 43,000	16	
5-0-0	8-0-0	17	Golf Course Irrigation Update and system rebuild	Golf	\$ 39,000	\$ 39,000	39,000										\$ 39,000	17	
5-0-0	8-0-0	18	Reconst of Maint & Operations Infrastructure at Golf Course	Golf	\$ 1,200,000	\$ 1,200,000	1,200,000								\$ 1,200,000			18	
4-0-0	8-0-0	19	Replacement of Round Cove Boat Ramp	Harbor	\$ 177,070.25	\$ 177,070.25	\$ 177,070.25	\$ 177,070.25									\$ 177,070.25	19	
4-0-0	7-0-1	20	Fund Saquatucket Harbor Landside Project	Harbor	\$ 3,000,000	\$ 3,000,000		\$ 3,000,000							\$ 3,000,000			20	
4-0-0	8-0-0	21	Purchase & Equip DPW Vehicles	DPW	\$ 390,000	\$ 390,000		\$ 390,000		\$ 390,000								21	
4-0-0	8-0-0	22	Fund Road Maint Program	DPW	\$ 700,000		\$ 700,000	\$ 700,000							\$ 700,000			22	
5-0-0	8-0-0	23	Fund Water Dept Vehicles	Water Com.	\$ 107,855.50	\$ 107,855.50	\$ 107,855.50	\$ 107,855.50					\$ 107,855.50					23	
5-0-0	8-0-0	24	Fund Replacement of Old Water Service along Nat'l Grid Project	Water Com.	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000					\$ 400,000					24	
5-0-0	7-0-0 (N)	25	CPC - Reserve for future appropriations	CPC														25	
5-0-0	7-0-0	26	CPC - Fund Land Bank Debt Service	CPC	\$ 608,950	\$ 608,950	\$ 608,950	\$ 608,950				\$ 608,950						26	
5-0-0	6-1-0	27	CPC - Restoration of Chase Library Chimney	CPC	\$ 5,100	\$ 51,000	\$ 5,100	\$ 5,100				\$ 5,100						27	
5-0-0	7-0-0	28	CPC - Whitehouse Field Irrigation	CPC	\$ 28,500	\$ 28,500	\$ 28,500	\$ 28,500				\$ 28,500						28	
5-0-0	7-0-0	29	CPC - Brooks Park exp/imp Phase #4	CPC	\$ 167,900	\$ 167,900	\$ 167,900	167,900				\$ 167,900						29	

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other	ART#
										\$ 46,806,835	\$ 1,984,792	\$ -	\$ -	\$ 10,899,086	\$ -		
4-0-0	7-1-0	38		12. Ch. 7, §7-11-1 Cultural Council "not less than 5 nor more than 22 members"	BOS												38
4-0-0	7-1-0	38		13. Ch. 7, §7-12-1 ZBA "not less than 3 nor more than 5 members & 5 Assoc. Members"	BOS												38
4-0-0	7-1-0	38		14. Ch. 7, §7-13-1 Golf Comm "delete "7 members" & include appt by the BoS "as outline in Ch.7, Art. III" & §7-13-2 change wording of their authority.	BOS												38
4-0-0	7-1-0	38		15. Ch. 7, §7-14-1 Waterways Comm delete "7 members & 2 Alt." & incl appt by the BoS "as outline in Ch.7, Art. III"	BOS												38
4-0-0	7-1-0	38		16. Ch. 7, §7-15-1 Cemetery Comm delete "3 members" and include appt by the BoS "as outline in Ch.7, Art. III"	BOS												38
4-0-0	7-1-0	38		17. Ch 7, §7-16-1 Bylaw/Charter Review Comm delete "5 members" and include appt by the BoS "as outline in Ch.7, Art. III"	BOS												38
4-0-0	8-0-0	39		Chase & H.Port Libraries Defrey Expense	Petitioned	\$ 20,000	\$ 20,000	\$ 20,000		\$ 20,000							39
4-0-0	8-0-0	40		Promote Harwich	Petitioned	\$ 35,000	\$ 25,000	\$ 25,000		\$ 25,000							40
4-0-0	8-0-0	41		Annual Allocation of Mass Cultural Council	Culture Council	\$ 3,000	\$ 3,000	\$ 3,000		\$ 3,000							41
4-0-0 IPP	9-0-0 IPP	42		Refrain from Enforcing Federal Immigration Law	Petitioned												42
4-0-0 IPP	6-3-0 IPP	42		Prohibit Demolition of W. Harwich School	Petitioned												42
4-0-0 IPP	6-3-0 IPP	43		Purchase & Install Historic Windows in W. Harwich School	Petitioned												43
3-1-0 IPP	6-2-1 IPP	44		Use of Harwich Middle School for Town Owned Housing	Petitioned	\$ 65,000											44
5-0-0	6-3	46		Funding Tree Replacement for Cemetery Dept.	-Cemetery-												46
4-0-0	9-0-0	45		Departmental Revolving Funds Authorization	BOS												45
4-0-0	6-2-1	46		Est. Harwich Middle School Revolving Account	Com Ctr Dir & TA												46
4-0-0	9-0-0	47		Est. Annual Sidewalk Revolving Fund	Planning Board												47
4-0-0	6-3	48		Est. Departmental Revolving Funds	BoS												48
4-0-0	9-0 (N)	49		Stabilization Fund	BOS	\$ 100,000	\$ 100,000	\$ 100,000		\$ -							49

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 1, 2017	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy \$ 46,806,835	Free Cash \$ 1,984,792	CPC \$ -	Water Ent.	Debt/Capital Exclusion \$ -	Local Receipts \$ 10,899,086	Other \$ -	ART#
4-0-0	9-0 (N)	50		OPEB Fund	BOS	\$ 100,000	\$ 100,000	\$ 100,000			\$ 25,000						50
4-0-0	8-0-0	51		Fund Prior Yrs Bills	FinCom	\$ 2,877.87	2,877.87	\$ 2,877.87			\$ 2,877.87						51
4-0-0	8-0-0	52		Municipal Modernization Act - Uses of Bond Premiums	BOS												52
4-0-0	8-0-0	53		Compensating Bal Agreement	Customary												53
4-0-0	8-0-0	54		Liability Tidal/Non-Tidal Rivers	Customary												54
4-0-0	8-0-0	55		Herring Fisheries	Customary												55
				Total ATM May 2017													
				Balances		\$ 84,117,026.62	83,387,926.62	46,721,471.62	\$ 82,684,426.62	\$ 46,341,885	\$ 1,735,096.87	\$ 863,250	\$ 5,318,557.50	\$ 16,665,000	\$ 11,358,779	\$ 1,584,457.98	
			NOTE:	Art. 45	To be funded from the Perpetual Care Fund.												
			NOTE:														
			NOTE:														
			NOTE:														
			**	No Recommendation Pending Further Information ((NRPFI)													
			***	Indefinitely Post-Pone (IPP)													
Special Town Meeting																	
Articles																	
5/2/2017																	
4-0-0	9-0	1		Snow & Ice Deficit			\$ 295,000	\$ 295,000			\$ 245,506						1
4-0-0	9-0 (N)	2		Budget Shortfalls													2
						\$ -	0.00	-	-	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	
				Sub Total		\$ -	295,000.00	295,000	-	-	\$ 245,506	\$ -	\$ -	\$ -	-	\$ -	
				2016		\$ -	295,000.00	295,000	-	-	\$ 245,506	\$ -	\$ -	\$ -	-	\$ -	
				Totals Used	Total Appropriated		245,506.00	295,000	-	-	\$ 245,506	\$ -	\$ -	\$ -	-	\$ -	
				Tax Levy Balance & other balance								\$ -	\$ -	\$ -	-	\$ -	
				Tax Rate Recap													
				Court Orders													
				Debt & Interest													
				Snow & Ice	Prior Year												
				Cherry Sheet													
				Assessments													
				OverlayFY2016					460,000								
				Cherry Sheet Offsets						\$ -	\$ -	\$ -	\$ -	-	\$ -		
				Total Recap					460,000	\$ -	\$ -	\$ -	\$ -	-	\$ -		

Wastewater Implementation Committee



Want to learn about the
Harwich Wastewater Program?

**Attend the
Wastewater Implementation
Committee meeting for a
*community presentation***

Griffin Room – Town Hall
732 Main Street, Harwich, MA 02645

Wednesday, April 12, 2017 – 6:30 p.m.

