

SELECTMEN'S MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:20 P.M.
Regular Meeting 6:30 P.M.
Monday, April 9, 2018*

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

I. CALL TO ORDER

II. EXECUTIVE SESSION - Pursuant to M.G.L. c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – HEA Contract

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Approve Minutes – March 26, 2018 Regular Session
- B. Approve the waiver of the Building Permit Fee for the new Golf Cart Storage Building at Cranberry Valley Golf Course per the recommendation of the Building Commissioner
- C. Authorize the Chairman to sign the Certificate of Recognition to be presented to Post 911 Afghanistan and Iraq Veterans
- D. Approve application for a One Day Entertainment License with “Special Permit” for relief from the Town Noise By-Law (Section G) for an event to be held on June 30, 2018 by the Cakounes Family
- E. Approve 2018 renewal of Junk Dealer License for Windsong Antiques Inc.
- F. Approve application for Junk Dealer License for Wayne L. Marceline d/b/a Marceline Salvage
- G. Approve the recommendation of the DPW Director to award the FY19 contract for Gas/Diesel 19 to J.P. Noonan (Barnstable County Purchasing Bid)
- H. Approve and authorize the Chair to sign Sales Agreements for Surplus Beach Sand
- I. Approve Committee appointments recommended by the Interview/Nomination Subcommittee
 - 1. Mark Coleman – Conservation Commission as a full member
 - 2. James Donovan – Conservation Commission pending verification of full member vacancy

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

- A. Discussion on Articles 34-37 relative to marijuana establishments/temporary moratorium/special permit use

VIII. NEW BUSINESS

- A. Financial Plan for the pet crematory – Carol Copolla/Robbin Kelley

IX. OLD BUSINESS

- A. Participation in pursuing opioid litigation
- B. ATM Warrant – Assignment of Articles

X. TOWN ADMINISTRATOR'S REPORT

- A. CDM Smith Wastewater Brochure
- B. Wastewater Articles
- C. RFPs for Saquatucket Snack Shack and Bank Street Property
- D. Departmental Reports

XI. SELECTMEN'S REPORT

- A. Letter from Senator Cyr honoring Mr. James Marceline

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
April 5, 2018

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 26, 2018
6:30 P.M.**

SELECTMEN PRESENT: Howell, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Atty. John Giorgio, Carolyn Carey, Steven Scannell, and others.

Chairman MacAskill reported that the Board had just come out of Executive Session where they discussed collective bargaining with respect to the Finance Director and they took a vote to accept her performance evaluation and give her a merit increase based on performance.

WEEKLY BRIEFING

Ms. Carey reported on upcoming events at the Community Center and Cultural Center.

PUBLIC COMMENTS/ANNOUNCEMENTS

No one appeared before the Board.

CONSENT AGENDA

- A. Approve Minutes
 - 1. March 5, 2018 – Regular Session
 - 2. March 12, 2018 – Regular Session
- B. Accept the resignation of Rob Mador as a member of the Conservation Commission effective March 15, 2018
- C. Approve 2018 Seasonal Liquor License Renewals as recommended
- D. Approve 2018 Seasonal General License Renewals as recommended
- E. Approve application for Road Race by Cape Cod Lighthouse Charter School
- F. Approve the recommendation of the Town Administrator to permit Eversource Energy to install conduit and cable under 27 Rear Sea Street, Harwich Port
- G. Approve the 2018 Long Pond Bass Tournaments

Mr. Kavanagh moved approval of the Consent Agenda. Mr. Howell seconded the motion but raised his objection to the creep in size of restaurants by enclosing them which has been going on at several of the restaurants. The motion carried by a unanimous vote.

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

- A. Participation in pursuing opioid litigation – John Giorgio, KP Law

Mr. Giorgio explained that the Massachusetts Opioid Litigation Attorneys group (MOLA) has approached K-PLaw about coordinating with their efforts to bring lawsuits on behalf of cities and towns against the opioid manufacturers and K-PLaw has agreed to partner with them. He stated that the purpose of the lawsuit would be to establish liability and collect damages incurred by cities and

towns in fighting the opioid epidemic. He noted that the litigation is structured as a contingent fee case and there would be no cost to the Town of any kind and if there is a settlement or judgement the MOLA group would take a contingent fee of 25% for their services. He explained that the litigations would be in two stages with the first stage being establishing litigation and the second would be establishing damages. He said they've looked at this carefully and there are a lot of costs the Town is incurring as a result of the opioid epidemic. He noted that one of the things he thinks the towns are probably going to want to do is to figure out a way to create a dedicated fund for any recovery of funds to be used for providing grants for social service agencies and assisting with the budgetary pressures on the Police and Fire Departments. Mr. Giorgio took questions from the Board on the specifics of the litigation including how to identify the related costs. Mr. Howell questioned why we are doing this rather than the state and Mr. Giorgio responded that it has yet to be seen what the state is going to do but the Town has incurred very significant identifiable real costs associated to the opioid epidemic and will continue to incur these costs so it is appropriate for the Town to sue directly. Mr. Giorgio noted that all the towns that have been presented with this have decided to sign on and at some point the parties may very well come to a settlement agreement. Ms. Kavanagh stated that at least we will be getting something out of this if the state doesn't do anything. Chairman MacAskill questioned why we aren't suing the doctors and if the negligence is on them. Mr. Giorgio stated that in litigation you have to address the source and you could argue that it's the doctors but they aren't the deepest pockets. Chairman MacAskill noted that there is pending litigation to buy back the pills and he would like to wait and see what the Attorney General is thinking. Mr. Giorgio stated that in the end it was the pills that created the financial liability to the Town and the Town should be reimbursed for the actual costs that resulted from the manufacture of the pills. The Board questioned how to determine the costs and Mr. Giorgio stated that this is the job of the attorney. Ms. Kavanagh pointed out that the doctors are following the dosage instructions provided by the manufacturer who is responsible for educating the medical field on how to prescribe. Chairman MacAskill said he would like to wait until there is a full Board to vote on this.

NEW BUSINESS

A. Request for waiver by private party for Board of Appeals filing fee of \$315.00

Mr. Clark explained that a resident and abutter of Fontaine Medical Center approached the Town about the lights being too bright there and asked that the Town intervene. He noted that a study had been done at the request of the Planning Board and it was determined that the lumens were satisfactory. He added that the Building Commissioner looked at it as well and advised that the lumen study met the requirements of the permit that was issued and advised that the resident should file with the Board of Appeals. Mr. Clark further stated that the resident has now asked for the Town to waive the \$315 filing fee to the Board of Appeals and that waivers are typically issued to charities and things of that nature. He stated that in this case it is for an aggrieved abutter and this would set a precedent. Mr. Clark stressed that we have done our due diligence. Chairman MacAskill said that ZBA put the lighting plan together and the abutter thinks the lighting is outside of the ZBA decision. Ms. Kavanagh said the engineer for Fontaine has concurred that the plan is done as it was supposed to be. Mr. Clark said the resident was advised to apply in a timely fashion after the permit was issued and she missed the window. Mr. Giorgio questioned how they would distinguish this person from the next one who wants a waiver to appeal and is not a non-profit. Chairman MacAskill said he did not want to set a precedent. He advised that the ZBA needs to make the decision whether to waive the fee as well as make the decision as to whether their conditions were violated. Chairman MacAskill asked if the resident wins at the ZBA, can she come back before the Board and make this request. Mr. Howell pointed out that we have a zoning by-law about lighting to mitigate its effects. Ms. Kavanagh moved

that we deny the request for waiver by a private party for a Board of Appeals filing fee of \$315. The motion was not seconded. Mr. Howell moved that we, subject to the hearing result, waive the \$315 if there is a positive result. The motion was not seconded. Mr. Giorgio said he was nervous because of the precedent this could set and if the Board feels there is merit to fee waivers under certain circumstances that needs to be in the regulation, if it's not in the regulation the fee is the fee and everyone who is similarly situated should pay the same fee. Mr. Giorgio said if the Board does not take action, the fee is in place, and the Board could make a motion to refer this to Town Administration to look at the regulations and come back with a recommendation as to any amendments to the regulations that would be appropriate. Chairman MacAskill moved Mr. Giorgio's recommendation. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

B. Acknowledge receipt of Performance Evaluation for Finance Director/Town Accountant and approve compensation increase

Chairman MacAskill reported that the Board voted a highly favorable performance evaluation and approved a compensation increase in Executive Session for the Finance Director/Town Accountant. Ms. Kavanagh said Ms. Coppola does an amazing job and deserves the increase.

C. Town Administrator evaluation process and timeline

Mr. Howell and Ms. Kavanagh agreed that the Board doing individual evaluations and coming up with a composite score worked well in the past. Chairman MacAskill said he would look at the timeline and bring this back when there is a full Board. Mr. Clark offered to do a self-evaluation and said he is more than willing to work with the existing form. The Board agreed that they would like Mr. Clark to do that.

OLD BUSINESS

A. Annual Town Meeting Warrant
1. One Liners

Mr. Howell moved that we approve support of Article 65 (Establish Annual Tax Title Collection Revolving Account). Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Mr. Howell moved that we support Article 30 (Accept Grant for Saquatucket Harbor Landside Project) in the warrant. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Mr. Howell moved that we support Article 26 Construction of Pet Cemetery/Fund Equipment for Pet Cemetery. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Mr. Howell moved that we support Article 10 (Facility Management and Repair Fund) in the amount of \$825,000 from free cash. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORT

A. Wastewater – Notice to Homeowners

Mr. Clark reported that the community meeting on wastewater is April 19 at the Community Center. He added that the Wastewater Support Committee had put together an informational letter to the residents in the southern section of the Pleasant Bay watershed.

B. Meals on Wheels Program

Mr. Clark reported that he had an opportunity to attend Meals on Wheels delivery and encouraged those who have difficulty preparing meals to see if they are eligible for the program.

C. Departmental Reports

There was no discussion or action on this item.

SELECTMEN'S REPORT

A. Vacancy List – March 2018

Chairman MacAskill reviewed the list of committee vacancies.

ADJOURNMENT

Mr. Howell moved to adjourn at 7:50 p.m. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Sandy Robinson

From: Roman Greer
Sent: Tuesday, April 03, 2018 11:28 AM
To: Sandy Robinson
Subject: Building permit fee

Hi Sandy,

Will you please pass along to the Selectman a request from me to waive the building permit fee for construction of the new cart barn at Cranberry Valley Golf Course?

Thank you,

Roman

Roman Greer, PGA
Director of Golf
Cranberry Valley Golf Course

Sandy Robinson

From: Raymond Chesley
Sent: Monday, March 12, 2018 6:48 PM
To: Sandy Robinson
Cc: Robert Cafarelli; Roman Greer
Subject: Cranberry Valley Golf Course - Golf Cart Storage Building

Sandy

The town has had a history of waiving building permit fees for municipal projects. I would like to recommend the Board of Selectman consider waiving the building permit fee for the new Golf Cart Storage Building at Cranberry Valley Golf Course. However, any electrical, plumbing and gas permit fees should not be waived.

Ray Chesley
Building Commissioner



**Cranberry Valley Golf Course
183 Oak Street, Harwich, MA**

Cranberry Valley & Captains Course Members Save This Date on Your Calendars

Monday May 7, 2018

8:30 AM Tee Time

7:30 AM Registration

Cranberry Valley GC is hosting our 2nd Annual SMGA New England Golf Outing

www.smganewengland.org

We are inviting SMGA New England Wounded/ Injured Combat Veterans from Iraq & Afghanistan and other wars to play alongside our members.

These Veterans will be from Mass, RI, NH & Maine

Last year's SMGA New England Golf Outing was a lot of fun and The CV Golf Committee is inviting you to participate in this unique & personal way to thank these men and women for the sacrifices they have made for our Freedom. You will all be proud to tell your golfing friends how you and the Cranberry Valley & Captains Course Members are making a difference in their lives.

Register to play

Call the CV Pro Shop 508-430-5234

Email Roman Greer PGA rgreer@town.harwich.ma.us.

The \$75 CV Members & \$100 Non CV Members Fee will cover Golf, Players gift, cart and lunch for you and the SMGA veterans. Sponsor a Veteran for \$50 if you cannot play.



To learn more about SMGA New England go to www.smganewengland.org

Town of Harwich
Certificate of Recognition
Presented to Post 911
Afghanistan and Iraq Veterans



On the occasion of an outing for Veterans of the Salute Military Golf Association (SMGA) supported by Cranberry Valley Golf Course, we the Harwich Board of Selectmen and Harwich Golf Committee do hereby proclaim that:

WHEREAS, the SMGA Mission Statement is to provide rehabilitative golf programs, experiences, and family inclusive golf opportunities for post 9/11 wounded war veterans to improve the life of these American heroes.

WHEREAS, SMGA has established that post 9/11 returning Veterans of Iraq and Afghanistan may suffer from physical and psychological injuries of Post-Traumatic Stress and from Traumatic Brain Injury and respond positively to learning to play the game of golf alongside their fellow veterans

WHEREAS, Veterans and their Families participating in recreation promote resilience, recovery and community support

WHEREAS, the Harwich Golf Committee wishes to provide a spring day of golf for Veterans in the SMGA program as a way of thanking them for their sacrifices and introducing them to the best municipal golf course on Cape Cod

THEREFORE, the Cranberry Valley Golf Tournament for the benefit of our SMGA program is being conducted as a sincere gesture of thanks and appreciation for the sacrifices you and your family have made while courageously serving your country, this proclamation is provided to you by the Selectmen of the Town of Harwich, Massachusetts as a symbol of its deep respect for your selfless dedication to our country, it's values and its freedoms, which your loyal service has helped preserve.

Michael D. MacAskill, Chairman

Julie E. Kavanagh, Vice Chair

Larry G. Ballantine

Jannell M. Brown

Donald F. Howell

Presented this 7th Day of May, 2018

A Day to Remember!

Thanks for your service to our proud nation

The reason for today's celebration

Good fellowship and food from our galley

And a day of Golf at Cranberry Valley

Green fairways and dog legs too

Challenging for an eager crew

Today for us you're a celebrated guest

While on our course we wish you the best

Then return to the clubhouse for some chow

And all metaphorically take a bow

Enjoy this day amid our golfing lore

And when you hit always yell "FORE"

If your group has a secret clearance

You can share your score with some assurance

That your actual score will stay under wrap

But for today all scores get a tip of the hat

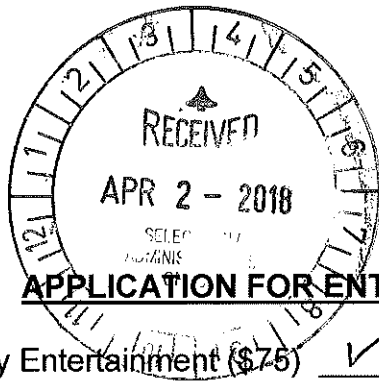
We hope today's been great fun

We've kind of kept you on the run

But as our proclamation clearly stated

Today at Cranberry you're appreciated!

Tom Johnson (USAR RET) - Member- CV Golf Committee-



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

APPLICATION FOR ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75) 1 day (\$25)
 - Batters Box (\$50)
 - Go Carts (\$50)
 - Miniature Golf (\$50)
 - Trampolines (\$25)
 - Theater (\$150 per cinema)
 - Automatic Amusement:
 - Juke Box (\$100 each)
 - Video Games (\$100 each)
- New application
 Renewal
 Annual 3rd year
 Seasonal
 Opening Date _____
- Special permit as per
 Other BYLAW 189-1(G)

Business Name Cape Farm Supply Phone 508-364-1512
 Business Address 1601 FACTORY ROAD HARWICH 02645
 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):

Saturday JUNE 30TH 2018 3:00 P.M. - 11:00 P.M.

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

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Event 11:00 AM - 11:00 P.M.

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



Signature of applicant & title

04-327 2680

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

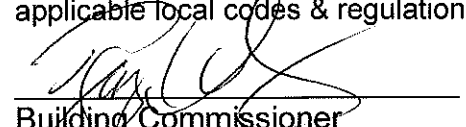
Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

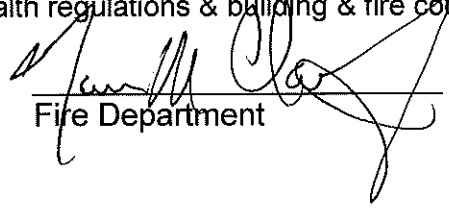
The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.



Building Commissioner

n/a

Board of Health



Fire Department



Police Department

comments:

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

Chapter 189: Noise

[HISTORY: Adopted by the Special Town Meeting of the Town of Harwich 5-5-2009 by Art. 1; amended in its entirety 5-3-2011 STM by Art. 20. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Peace and good order — See Ch. 214.

§ 189-1 Definitions; regulations; exemptions; special permits; violations and penalties.

[Amended 5-7-2012 ATM by Art. 23]

A. Definitions. As used by this bylaw, the following terms shall have the meanings indicated:

PLAINLY AUDIBLE

Any sound from a source regulated by this bylaw that can be detected above routine or normal ambient background noise by unaided human hearing.

SOUND AMPLIFICATION SYSTEM

Any fixed or portable system to operate or amplify sound, including, but not limited to, phonograph, radio, television, stereo, record player, tape player, cassette player, compact disk player, digital music player, "boom box," or loud speaker.

- B. It shall be unlawful for any person or persons to cause or allow any noise which emanates from any building, boat, structure, vehicle, premises, or any sound amplification system, which is plainly audible at a distance of 150 feet from any such building, boat, structure, vehicle, premises or sound amplification system. The fact that the noise is plainly audible at a distance of 150 feet from the building, structure, vehicle, boat, premises or sound amplification system in which or from which it originates shall constitute prima facie evidence of a violation of this section. Each such act, which constitutes a violation of this section, which either continues or is reported more than 30 minutes after the issuance of a warning or citation to cease said activities, shall be considered a separate offense and shall be prosecuted as a separate offense in accordance with § 189-1E.
- C. Sounding horns excessively. It shall be unlawful to sound or use automobile, truck or other motor vehicle horns or similar signaling devices upon the public streets, alleys, parking lots, or thoroughfares of the Town in excess of those signals necessary for the preservation of safety and is a violation of this bylaw at anytime.
- D. For the purposes of this bylaw, noises which disturb the reasonable quiet, comfort, repose, or health of others shall include loading or unloading activities, use of power tools and equipment, use of lawn or landscaping equipment, loud outcries, and other loud or boisterous noises which are not specifically exempted by § 189-1F and which are plainly audible at a distance of 150 feet from their source between 10:00 p.m. and 7:00 a.m., except as otherwise indicated as outlined in § 189-1B.
- E. Procedure upon violation. It shall be the duty of any police officer of this town to order any person or persons so acting as to violate the provisions of this bylaw to cease any prohibited activities which are specified in this bylaw, and if the person or persons so ordered does not forthwith obey, the officer may issue a noncriminal citation with a fine of \$150 for the first violation and \$300 for each subsequent violation.
- (1) If the person or persons responsible for violation(s) of this bylaw cannot be determined, then the person in lawful custody and/or control of the premises where the violation(s) occurred, including but not limited to the owner, lessee, manager, or occupant of the property, may be deemed responsible for the violation(s).
 - (2) Any person or persons who commit, in the presence of a police officer, a violation of this article, which amounts to a breach of the peace or anticipatory breach of the peace, may be arrested without a warrant.

- (3) Whoever violates any provision of this bylaw may be penalized by indictment or on complaint brought in the District Court. Except as may be otherwise provided by law and as the District Court may see fit to impose, the maximum penalty for each violation or offense shall be \$300.
- (4) The Town may enforce this bylaw or enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

F. Exemptions. The following uses and activities shall be exempt from the noise level regulations:

- (1) Any law enforcement motor vehicle equipped with any communication or signaling device necessary in the performance of law enforcement duties.
- (2) Any fire apparatus, ambulance, rescue, or emergency response vehicle in performance of their public safety responsibilities.
- (3) Any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.
- (4) Any highway maintenance, water department, or public utilities vehicle utilizing an amplified communications system in the performance of their responsibilities.
- (5) Announcing systems at sanctioned sporting or other authorized public events.
- (6) Noises of safety signals, warning devices and emergency pressure relief valves during public emergencies.
- (7) Noises resulting from any authorized vehicle(s) responding to an emergency call or acting in time of emergency.
- (8) Noises resulting from activities of a temporary duration permitted by law and/or for which a license or permit has been granted by the Town.
- (9) Parades, music festivals, public gatherings, and events for which the Selectmen have issued a permit.
- (10) Bells, chimes or carillons, or their amplified, recorded, or other electronic substitution while being used for religious purposes, in conjunction with religious services or to denote time intervals between the hours of 7:00 a.m. and 10:00 p.m.
- (11) Snow removal from private parking lots, drives, roadways, and other vehicle- or pedestrian-traveled surfaces.
- (12) Noises for which the Board of Selectmen has granted a special permit.
- (13) Noise resulting from activities of any agricultural operation.

G. Application for special permit.

- (1) Application for a permit for relief from the noise level designated in this chapter on the basis of undue hardship may be made to the Board of Selectmen.
- (2) Any permit granted by the Selectmen shall set forth all conditions pertaining to the specified noise and a reasonable time limit for its abatement.
- (3) The holders of licenses to provide alcoholic beverages and/or entertainment shall comply with any noise allowances and/or restrictions imposed upon such licenses, and in the case of a conflict between individual license allowances or restrictions and this bylaw, the terms of the license shall apply, and a violation of any such allowances or restrictions shall also constitute a violation of this bylaw.

H. Severability clause. If any part of this bylaw is deemed to be contrary to state or federal law by the Attorney General, that part can be severed without affecting any other part of this bylaw.

NUMBER

18-14

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF HARWICH

FEE

\$35.00

JUNK DEALER'S LICENSE

This is to certify that a license is hereby granted to Windsong Antiques, Inc.

346 Route 28, Harwich Port

TO BE A DEALER IN OR KEEPER OF A SHOP FOR THE PURCHASE, SALE OR BARTER IN

JUNK, OLD METALS AND SECOND HAND ARTICLES

in said **South Harwich** in accordance with the laws of the Commonwealth of Massachusetts relating thereto, the ordinances and by-laws of **Harwich** and such rules and regulations provided for the supervision thereof.

This license shall continue in force until **May 1, 2019**, unless sooner revoked and is subject to sections two hundred and two to two hundred and five, inclusive, of the General Laws, Chapter 140, as amended.

By order of the licensing authorities this **First day of May, 2018**.

TOWN CLERK

EXTRACTS FROM GENERAL LAWS, CHAPTER 140, AS AMENDED

Section 55. Whoever acts as a collector of, dealer in or keeper of a shop for the purchase, sale or barter of junk, old metals or second hand articles without a license, or in any other place or manner than that designated in his license or after notice to him that his license has been revoked, or violates any such rule, regulation or restriction, shall forfeit twenty dollars. The purchase, sale or barter of books, prints, coins or postage stamps shall not be deemed to be the purchase, sale or barter of second hand articles within the meaning of this and the preceding section.

Section 56. A junk collector shall be deemed to be any person who by going from place to place collects by purchase or otherwise junk, old metals or second hand articles, whether or not by previous contract or arrangement.

Section 202. Licenses granted to keepers of intelligence offices, dealers in junk, old metals and second hand articles, junk collectors, pawn brokers and keepers of billiard saloons, pool or sippio rooms or tables, bowling alleys, skating rinks and picnic grounds shall, except as hereinafter provided, be signed by the clerk of the town where they are granted. Every such license shall, before being delivered to the licensee, be recorded by the town clerk, in a book kept for that purpose. Such license shall set forth the name of the licensee, the nature of the business, and the building or place in such town in which it is to be carried on, and shall continue in force until May first following unless sooner revoked. The board or officer issuing such a license shall, except as provided in section seventy-seven, receive for the use of the town such amount, not less than dollars for each license, as the board or officer considers reasonable.****

Section 203. Such licenses may be granted in April, to take effect on May first following.

Section 204. A license issued as aforesaid shall not protect the holder thereof in a building or place other than that designated in the license unless consent to removal is granted by the licensing board or officer.

Section 205. Upon the revocation of such a license, such clerk shall note the revocation upon the face of the record thereof, and shall give written notice to the licensee by delivering it to him in person or by leaving it at the place of business designated in the license.



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

APPLICATION FOR:

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

Fee: \$ 35

New application

Renewal

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

Business Name Wayne L. Marceline dba Marceline Salvage Phone 508 494-0631

Business Address 310 Pleasant Lake Ave.

Mailing Address 283 Pleasant Lake Ave.

Email Address _____

Name of Owner Wayne L. Marceline

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

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

X Wayne L. Marceline
Signature of applicant & title

Federal I.D. # _____

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

X Wayne L. Marceline
Signature of individual or corporate name

By _____
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

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



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: FY 19 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 \$2.157 per gallon for diesel and \$2.014 per gallon gas. This represents a \$.393 per gallon increase in diesel and a \$.347 per gallon increase in gas compared to FY 18 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

AGREEMENT

This agreement made the 9th of April, 2018 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, 2018 through June 30, 2019."

ARTICLE 2. TIME PERIOD

- A. This contract is for the period of July 1, 2018 through June 30, 2019.
- 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 - \$2.157 per gallon**
- B. **87 Octane Gasoline - \$2.014 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

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 22, 2018

MEMORANDUM

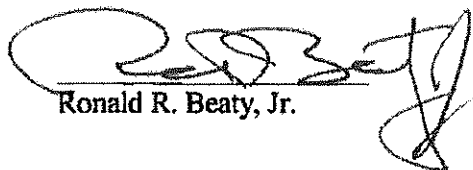
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for the Supply and delivery of Gasoline and diesel Fuel for Barnstable County and other Political Subdivisions for the period of July 1, 2018 through June 30, 2019. The bids submitted are reflected on the attached spreadsheet with the low bids highlighted in yellow. Please vote to award the bid to the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Noonan Brothers
Diesel Direct Inc.
Petersons Oil Service, Inc.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakounes

03/28/18
Date

**GASOLINE DIESEL FY 2019 BIDS SUBMITTED
 BID OPENING – 3/22/18**

SECTION	FIXED PRICE PREMIUM ULTRA LOW SULPHUR DIESEL		
	Peterson	Noonan	Diesel Direct
Section 1: Barnstable Dept. of Public Works	2.33	2.157	2.1413
Section 3: Barnstable Golf Courses	2.58	2.187	2.2446
Section 4: Barnstable Municipal Airport	2.50	2.157	2.1613
Section 5: Barnstable School Department	2.58	2.157	2.1313
Section 7: Town of Bourne, a, b	2.50	2.157	2.2824
Section 7: Town of Bourne, d,e, ISWM	No bid	2.157	2.3346
Section 8: Town of Brewster	2.58	2.157	2.2824
Section 10: Town of Chatham	2.50	2.157	2.3346
Section 11: Town of Dennis	2.50	2.157	2.1833
Section 14: Town of Eastham	2.58	2.167	2.2824
Section 15: Town of Falmouth	2.28	2.138	2.3346
Section 16: Town of Harwich	2.50	2.157	2.1723
Section 18: Town of Mashpee	2.58	2.167	2.1694
Section 19: Town of Orleans	2.50	2.167	2.2824
Section 20: Town of Sandwich	2.58	2.167	2.2824
Section 22: Upper Cape Regional Technical	2.50	2.177	2.2824
Section 23: Town of Wellfleet	2.18	No bid	2.3824

SECTION	OEP ULS DIESEL		
	Peterson	Noonan	Diesel Direct
Section 6: Barnstable County Dredge	No bid	.09	.1175
Section 9: Centerville/Osterville/MM Fire	.3300	.085	.1355
Section 12: Dennis Water	.3300	.08	.1023
Section 13: Dennis Yarmouth Regional School District	.3300	.08	.0725
Section 17: Hyannis Fire District	.3300	.08	.0881
Section 21: Town of Truro	No bid	.15	.1455
Section 24: Town of Yarmouth	.3300	.08	.0833

SECTION	FIXED PRICE Regular Gasoline		Noonan	Diesel Direct
	Peterson	No bid		
Section 1: Barnstable Dept. of Public Works		No bid	2.015	No bid
Section 2: Barnstable Police Department			2.015	
Section 3: Barnstable Golf Courses			2.074	
Section 4: Barnstable Municipal Airport			2.045	
Section 5: Barnstable School Department			2.044	
Section 7: Town of Bourne, locations a,b			2.024	
Section 8: Town of Brewster			2.034	
Section 10: Town of Chatham			2.014	
Section 11: Town of Dennis			2.014	
Section 14: Town of Eastham			2.014	
Section 15: Town of Falmouth			1.976	
Section 16: Town of Harwich			2.014	
Section 18: Town of Mashpee			2.014	
Section 19: Town of Orleans			2.014	
Section 20: Town of Sandwich			2.014	
Section 22: Upper Cape Regional Technical			2.024	

SECTION	OEP REGULAR GASOLINE		Noonan	Diesel Direct
	Peterson	No Bid		
Section 9: COMM		No Bid	.085	.1151
Section 21: Town of Truro			.15	.1455
Section 24: Town of Yarmouth			.058	.1025

SECTION	OEP MID GRADE/87 OCTANE GASOLINE		Noonan	DD
	Peterson	No Bid		
Section 17: Hyannis Fire		No Bid	.08	.105

Sandy Robinson

From: John Rendon
Sent: Wednesday, April 04, 2018 12:31 PM
To: Sandy Robinson
Cc: Robert Cafarelli; Wayne Jaedtke
Subject: FW: Bid Opening 2018 Surplus Sand
Attachments: Bid Opening2018.doc

Sandy,

The Barnstable County Dredge is scheduled to dredge Saquatucket Harbor entrance channel ooa April 15, 2018. It is estimated that a total of 8000 cy of material will be dredged from the channel. We put out a public invite to bid notice for the purchase of beach nourishment sand, and the attached memo details the submitted bids. I recommend approval of all the bid contracts; approximately 2000 cy will go on Neel Road public beach and 6000 on the private beaches per the listed bids. In late May the County will also be dredging Allen Harbor channel and the large majority of the 8000 cy removed from the channel will be put on public beaches (Grey Neck, Wah Wah Taysee, Wyndemere Bluffs/Zylpha, Atlantic Ave). Thanks. regards,

John C. Rendon
Harbormaster
Town of Harwich
774 212-6193 (c)

From: Robert Cafarelli
Sent: Friday, March 23, 2018 9:09 AM
To: Sandy Robinson; John Rendon
Cc: Christopher Clark
Subject: Bid Opening 2018 Surplus Sand

Bid opening results

Bob

Robert Cafarelli, P.E.
Town Engineer
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel: 508-430-7508
email: rcafarelli@town.harwich.ma.us

Bid Opening Minutes
Thursday, May 22, 2018
Surplus Beach Sand

At 2:00 P.M., Thursday, May 22, in the presence of John Rendon, sealed bids were opened for the purchase of surplus beach sand.

Results of the bid opening were as follows:

Company Name	Bid Price per CY	Cubic Yards Requested
Peter & Ann Lambertus	\$13.00	2,420
James Carney	\$10.50	600
Wychmere Pines Assoc.	\$9.00	1,350
Michael Palitz & Pounpit Realty Trust	\$10.50	600
Charlie Dickson	\$9.00	1000
	Total Requested	5,970

The bids were taken under advisement for review by the Harbor Master.

The bid opening was adjourned at 2:20 pm

Notes by: Bob Cafarelli, Town Engineer

**INVITATION FOR BIDS
TOWN OF HARWICH
SURPLUS BEACH SAND**

The Town of Harwich is accepting sealed bids for approximately 8,000 cubic yards or portion thereof of surplus beach sand from the dredging of Saquatucket Harbor entrance channel. This material will be placed on private beaches covered under the Town of Harwich Comprehensive Beach Nourishment Permits.

Information, bid specifications and general bid forms may be obtained from the office of the Town Administrator, 732 Main Street, Harwich, Ma 02645 (508/430-7513). Sealed bids, clearly marked "SURPLUS BEACH SAND" will be received in that office until 2:00 p.m. on Thursday, March 22, 2018, at which time they will be publicly opened and read. For further information, contact Harbormaster John Rendon at 508/430-7532.

The instructions to bidders, Form of Sales Agreement, Specifications, and other Contract Documents may be examined, obtained or mailed from the Town Administrator's Office from 8:30 am to 8:00 pm on Monday, 8:30 am to 4:00 pm Tuesday through Thursday, and 8:30 am to 12:00 noon Friday. To request mailing, call (508) 430-7513.

All bids for this project are subject to applicable bidding laws of Massachusetts; including General law Chapter 30B, as amended.

The Successful Bidder must furnish a Certified Check Prior to the commencement of the dredging project.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty days, Saturdays and Sundays and Legal Holidays excluded, after the opening of the bids. The surplus sand will be awarded to the responsive bidder offering the highest price for the sand described in the invitation for bids. The Town reserves the right to reject any and all bids and to dispose of the sand through a negotiated sale, provided that the negotiated sale price is higher than the highest bid received from a responsive bidder. Bidders shall be allowed to submit bids for less than the total number of Cubic Yards of sand available.

Christopher Clark
Town Administrator

Posted: March 8, 2018
Chronicle: March 8, 2018

SPECIFICATIONS

1. Sand will be placed on the successful bidders property and spread with mechanical equipment from the County Dredge Department.(Owner to provide Release of Damages to Town and County)
2. All work and sand deposit shall take place above the mean high water mark or in the intertidal zone in compliance with the Town's permits.
3. Successful bidder shall own beachfront property covered under the Town of Harwich Comprehensive Dredging and Beach Nourishment Permits.
4. The Successful Bidder's property must be located within 3500 feet of the dredge site.
5. Multiple Bidders may be selected if the High Bidder cannot use all of the available surplus material.
6. The minimum acceptable bid shall be \$9.00 per cubic yard. (the Towns' cost)
7. The Town of Harwich will be operating this project under an existing Order of Conditions granted to the Town of Harwich for a comprehensive dredge and beach nourishment Chapter 91 License issues for various projects along Nantucket Sound by the State Department of Environmental Protection. Further, the Town will assume the cost and responsibility for managing a Piping Plover protection plan in conjunction with the Massachusetts Audubon Society.

**FORM OF GENERAL BID
SURPLUS BEACH SAND**

To:

Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645

The undersigned proposes to Purchase surplus beach sand dredged from the Allen Harbor or Saquatucket Harbor entrance channels in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, for the price per cubic yard specified below:

_____ Dollars and _____ cents
(\$_____). Per cubic Yard

Total volume bid _____ Cubic yards.

The undersigned shall provide the following with this Form of General Bid:

- Two Signed Agreements
- Non-Collusion Certification (attached)

The undersigned agrees that, if he is selected as a successful bidder, he will within ten days, Saturdays, Sundays, and legal holidays excluded after presentation thereof by the awarding authority, execute a Sales Agreement in accordance with the terms of this bid.

Property Owner _____

Property Address _____

Date _____

SALES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and _____ hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF _____ CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

_____ In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: _____ Dollars and _____ cents per cubic yard (\$ _____) for a total of _____ cubic yards .

The Total amount paid is _____ Dollars and _____ Cents (\$ _____)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

AWARDING AUTHORITY

_____ Town of Harwich by the Board of Selectmen

CERTIFICATION OF NON-COLLUSION

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

Signed: _____

Printed Name: _____

Date: _____

LIABILITY RELEASE FORM

On this _____ day of _____, 2018, intending to be legally bound hereby, the undersigned agrees and does hereby release from liability and to indemnify and hold harmless The Town of Harwich Massachusetts, and the County of Barnstable Massachusetts, and any of its employees or agents representing or related to the placement and spreading of sand on the property of _____ the Owner, located at _____ Harwich Port, Massachusetts. This release is for any and all liability for property losses or damage occasioned by, or in connection with any activity involved in the placement and spreading of sand. The undersigned further agrees to allow access to the property in order for the work to be carried out.

COMMONWEALTH OF MASSACHUSETTS

County of _____

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____ (source of identification) to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purposes.

Notary Public

My Commission expires, Date: _____

Property Owner

Address of Owner

**INVITATION FOR BIDS
TOWN OF HARWICH
SURPLUS BEACH SAND**

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Christopher Clark
Town Administrator

The Cape Cod Chronicle
March 8, 2018

INTERVIEWS – Wednesday, April 4, 2018 @ 12:30 pm

<u>Time</u>	<u>Applicant:</u>	<u>Vacancy</u>	<u>Comment</u>
12:30 pm	Mark Coleman	Conservation Commission – 1 full member vacancy. (2019 unexpired) 1 Associate member vacancy Three year term	Now serving on Ag Com Appoint Full Position Term to expire 6.30.19
1:00 pm	Joseph McParland Jr.	Housing Committee – 1 full member vacancy 3 year term	<i>cancel appt.</i>
12:45	James Donovan	Conservation Commission – 1 full member vacancy. (2019 unexpired) 1 Associate member vacancy Three year term Real Estate and Open Space – 1 full member vacancy (2018)	Pending confirmation of Full position vacancy

Interviewed and recommended by Michael Macaskill and Don Howell

MARIJUANA ARTICLES

May 7, 2018 ATM

Retail Sales of Recreational Marijuana

April 9, 2018 Presentation

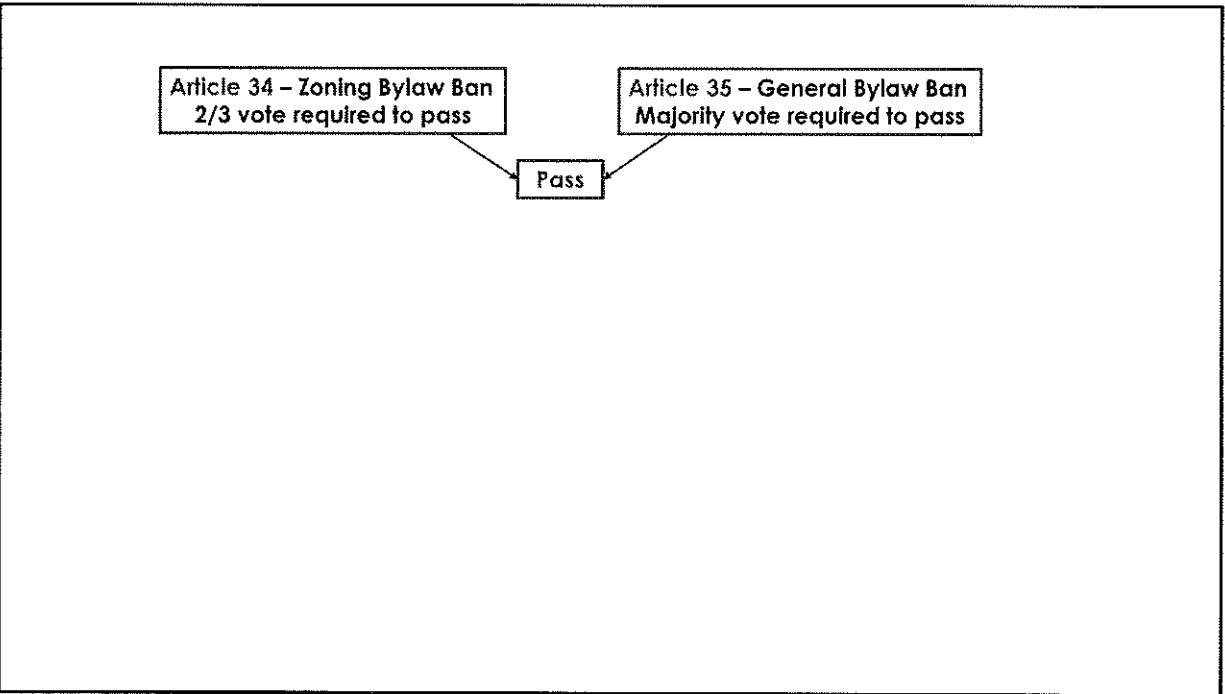
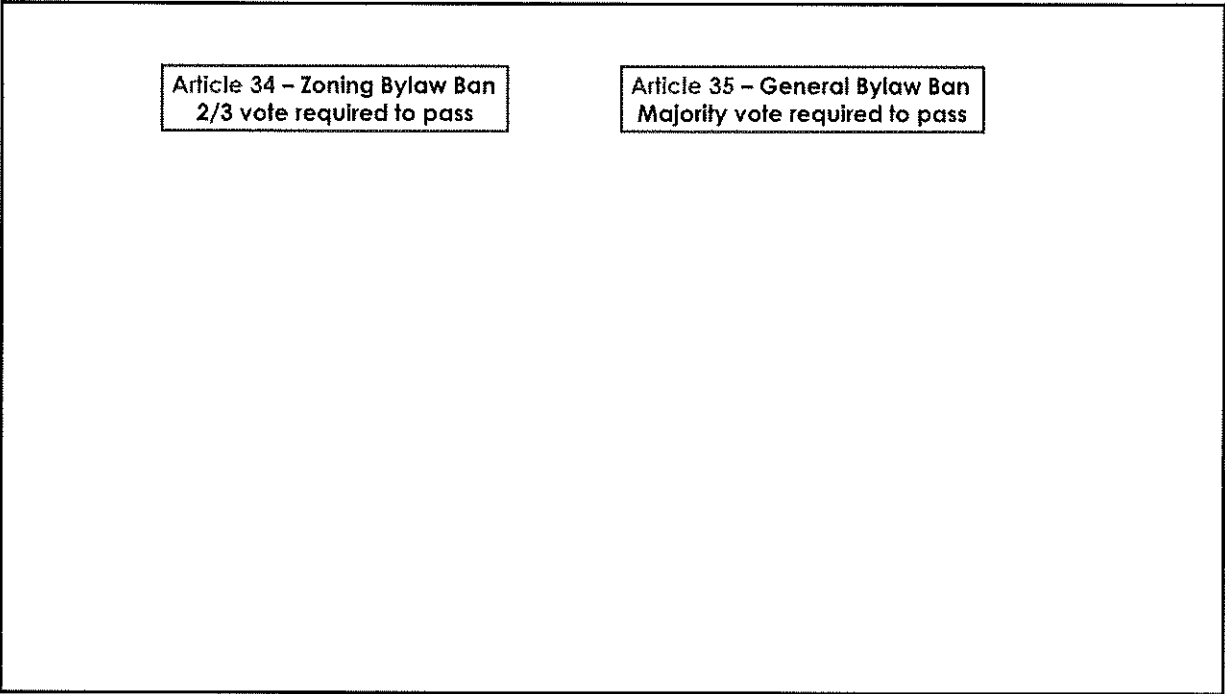
Charleen Greenhalgh, Town Planner

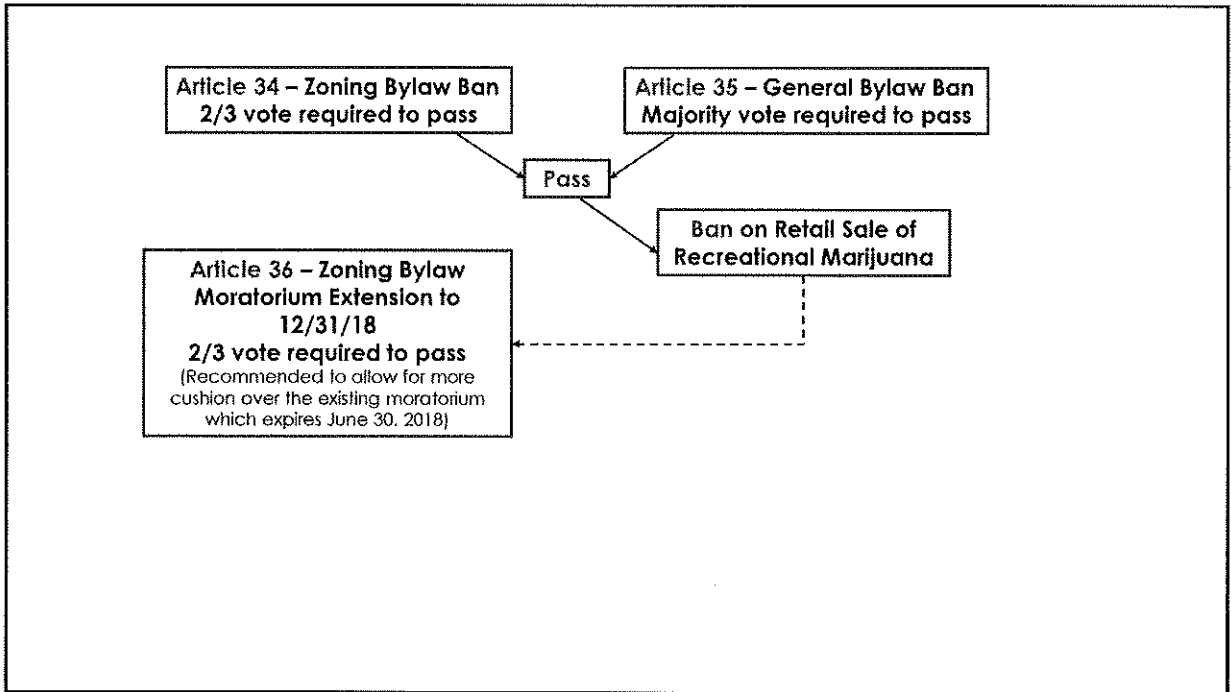
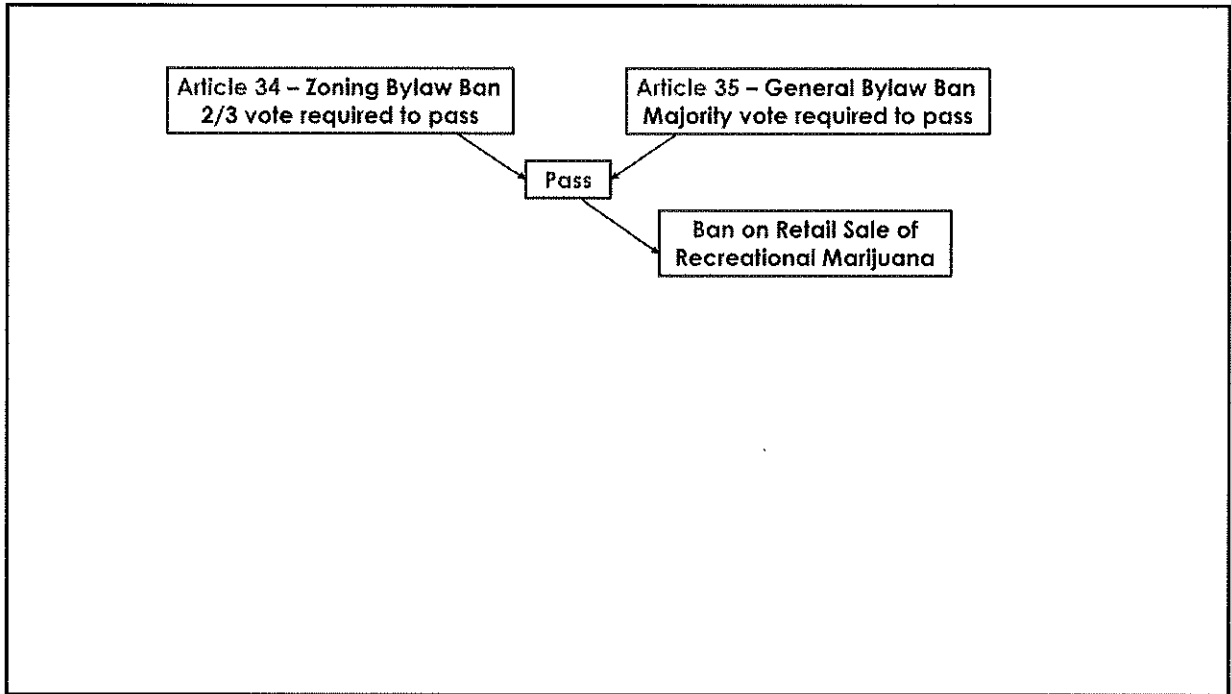
ARTICLE 34 – Zoning Bylaw amendment to ban retail sales of recreational marijuana (2/3 vote required to pass).

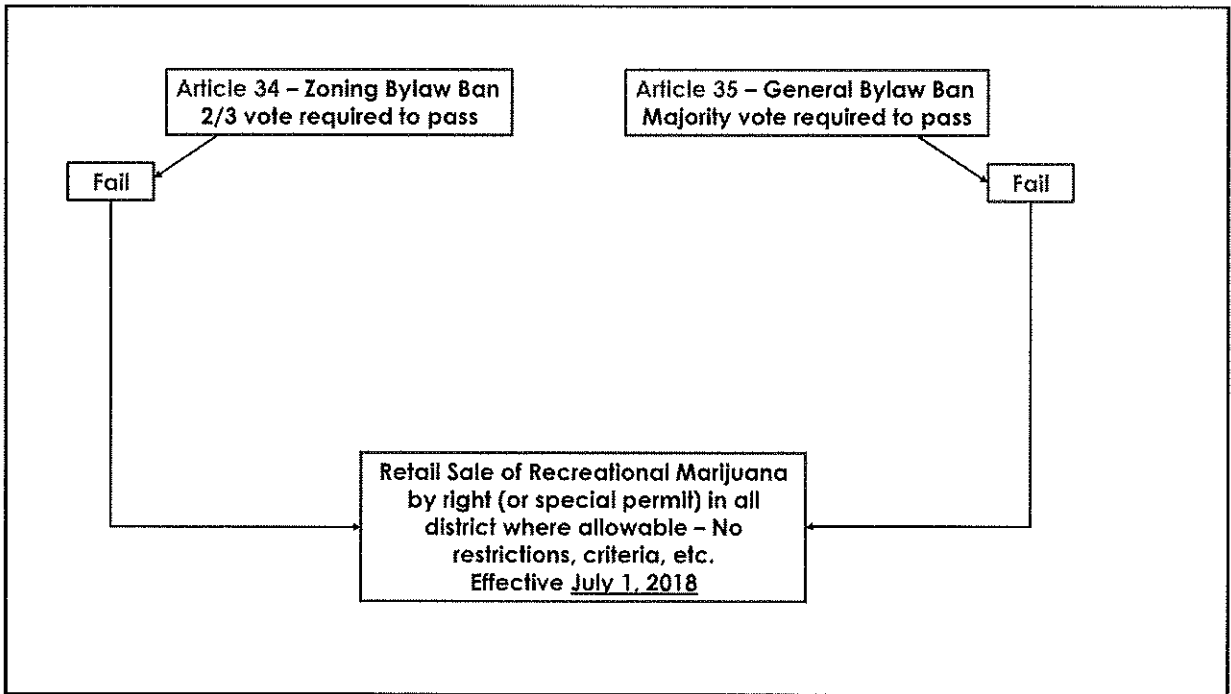
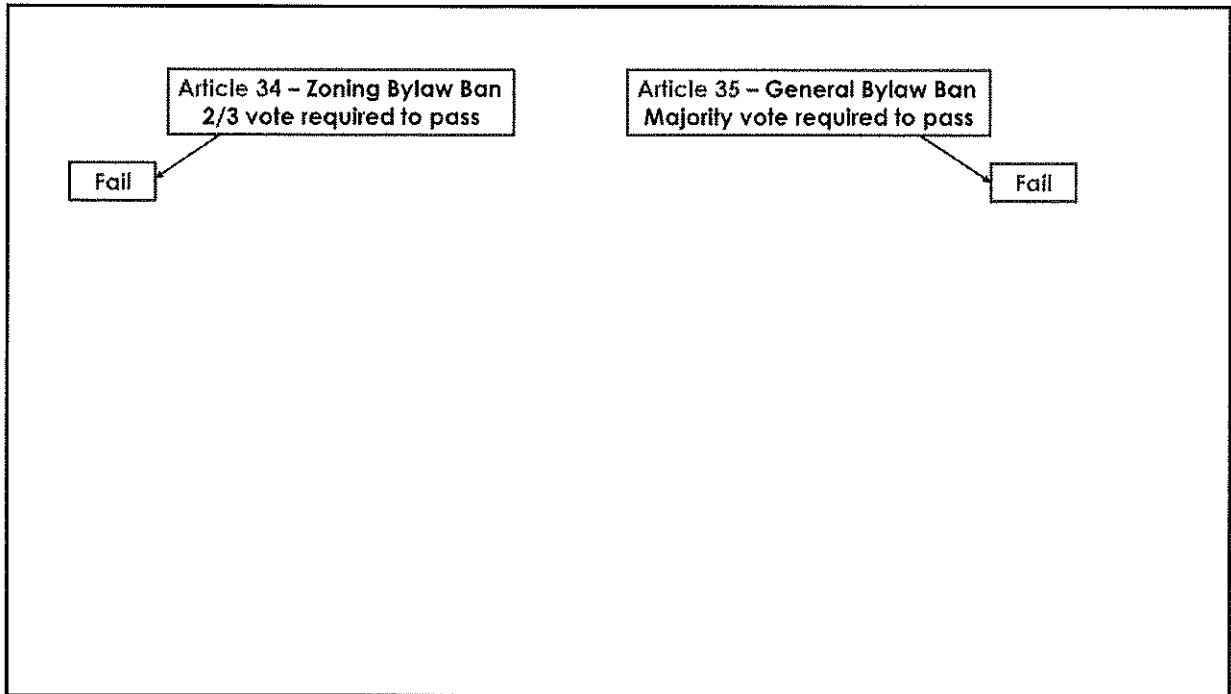
ARTICLE 35 – General Bylaw amendment to ban retail sales of recreational marijuana (majority vote required to pass).

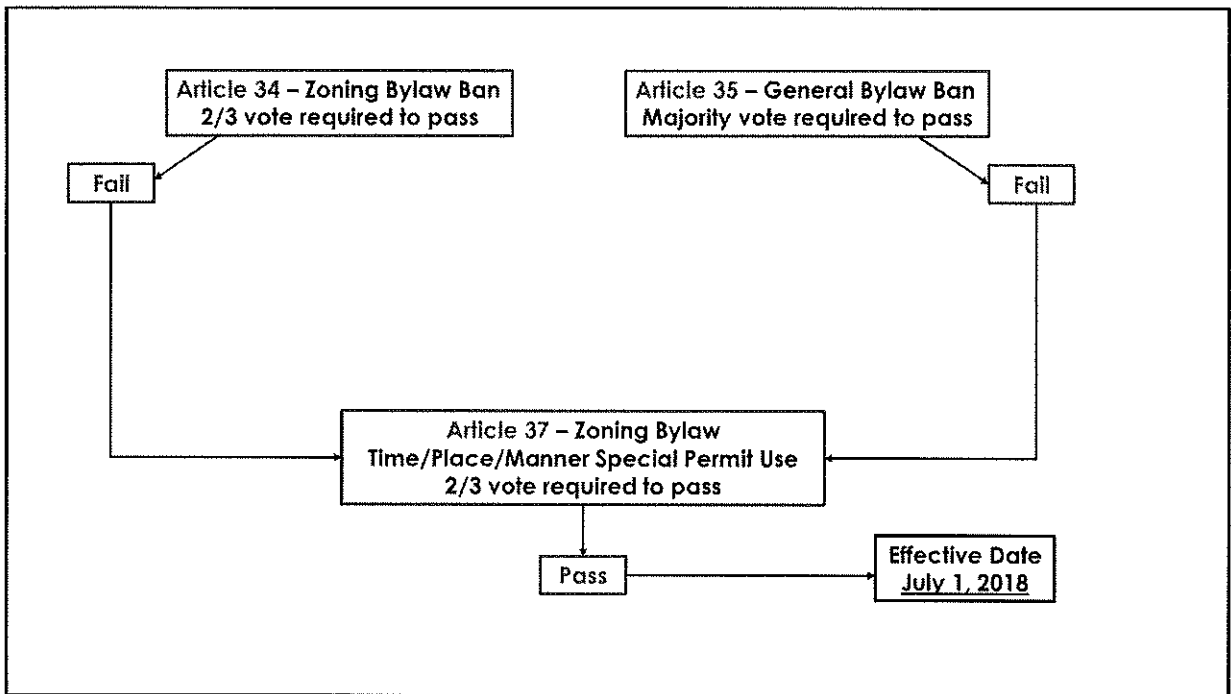
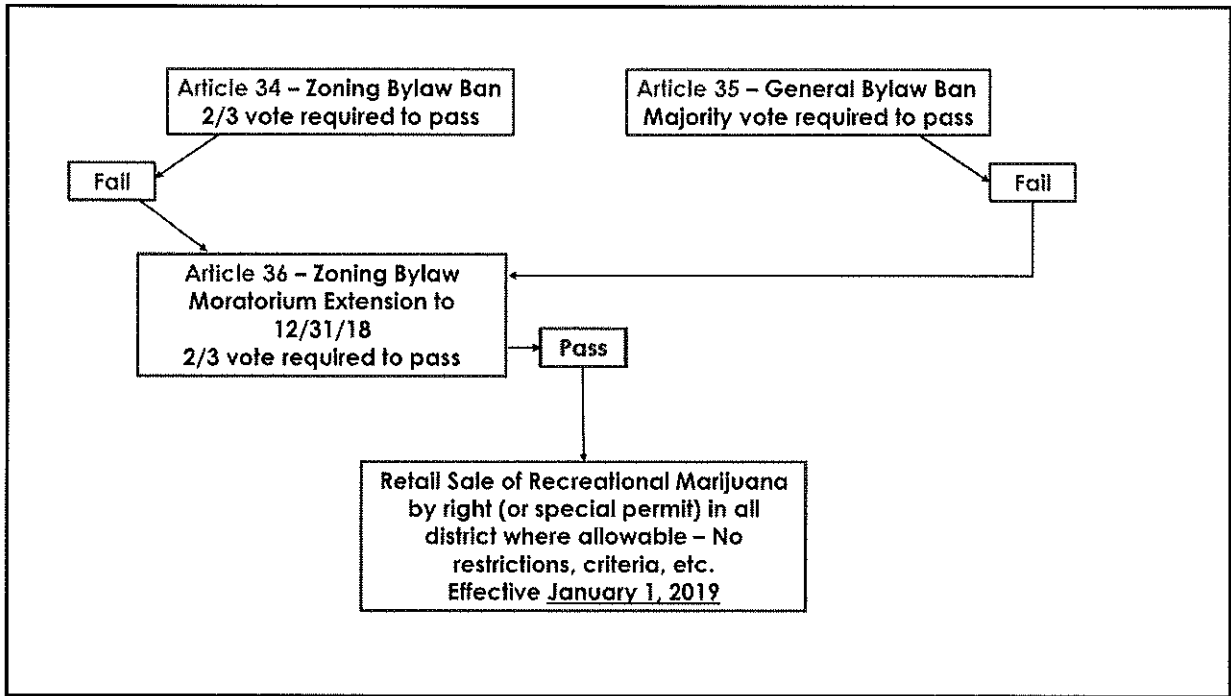
ARTICLE 36 – Zoning Bylaw amendment to extend the existing moratorium on retail sales of recreational marijuana from June 30, 2018 to December 31, 2018 (2/3 vote required to pass).

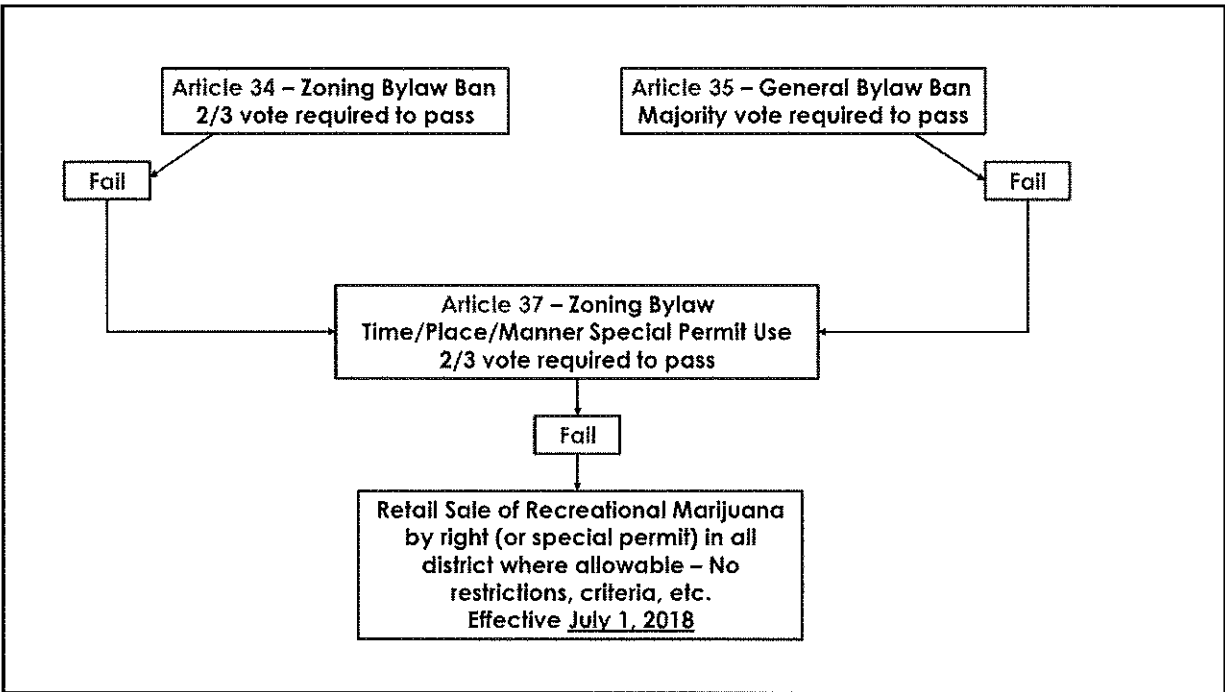
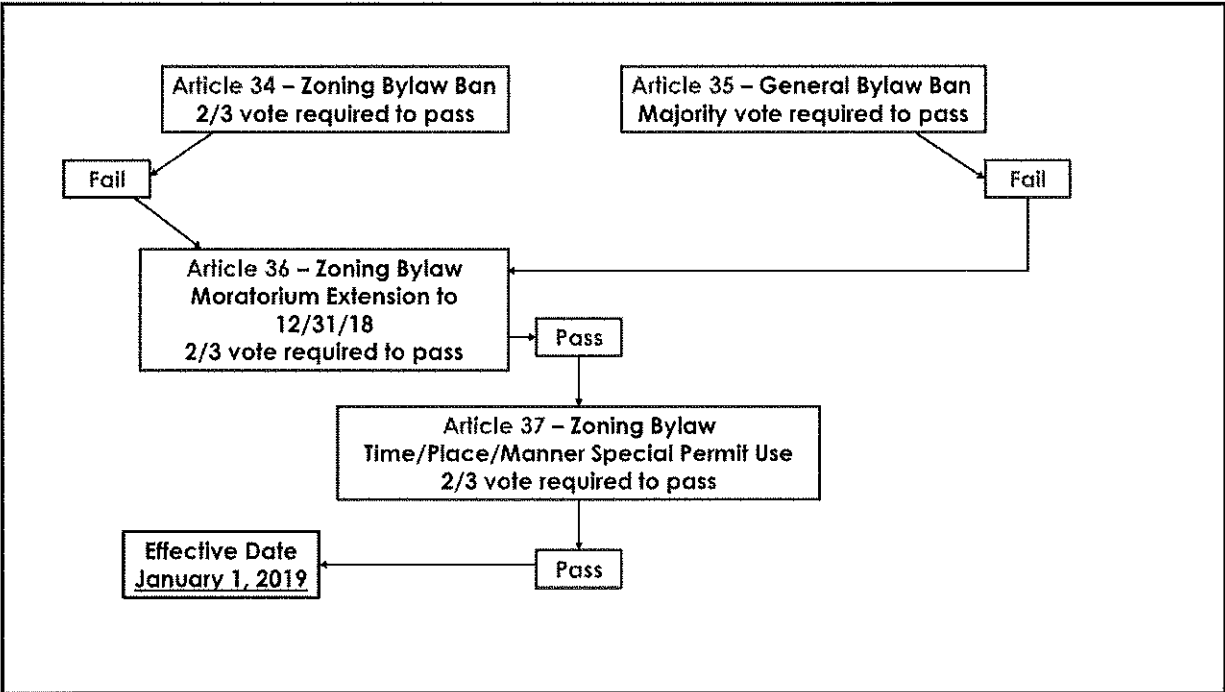
ARTICLE 37 – Zoning Bylaw amendment for a time/place/manner bylaw to allow the retail sales of recreational marijuana by special permit, in commercial zones, with criteria (2/3 vote required to pass).

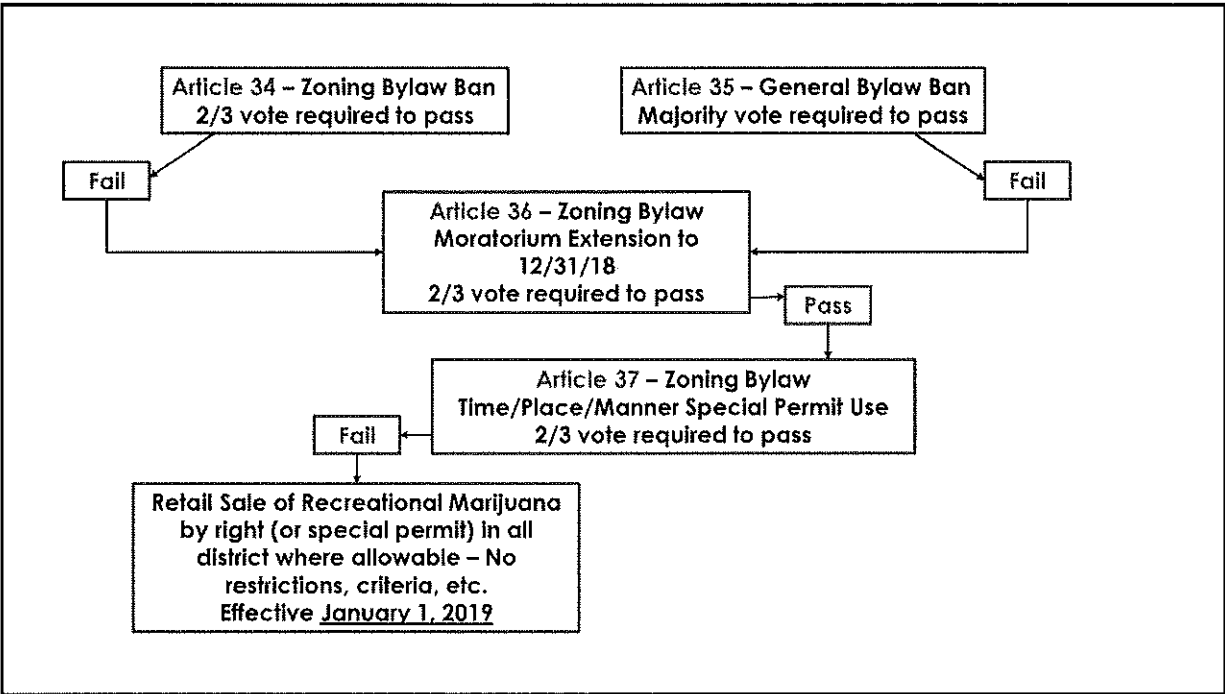












Questions?

Harwich Pet Crematory at Pet Burial Ground and Walking Park

Project Description Overview:

To build a Crematory on the Pet Burial Ground. The project will include Crematory, viewing and reception room, entry way with meeting area, cemetery office, bathrooms and utility room. The building will be handicap accessible. The building size 1,496 sf., parking lot is 4,312 sf. Located on 2.25 acre lot at 276 Queen Anne Road.

Mission Statement:

To Honor you're Pet with Dignity and Respect and Bring Comfort and Understanding to you and you're Family in a Difficult Time.

Facility Vision Statement

Our vision is to provide our customers with the best overall public Crematory and Pet Burial Ground experience by creating a friendly and professional atmosphere that aligns with our mission of Harwich Pet Burial Ground and Walking Park. To create a place our customers, residents and employees will want to share with their pets, friends and family as we set the standard for municipal pet services.

Summary:

Owning a pet today is much different than it was 50 years ago. These animals have become more than just outside dogs or cats – pets have grown into an important and integral aspect of society. There are animal-friendly hotels, doggie spas and daycares, hypoallergenic pet foods and even pet psychologists.

The American Pet Products Association that the United States pet product industry will reach \$52.87 billion by the end of 2012. These numbers bode well for the growing pet loss industry.¹ Total U. S. Pet Industry Expenditures for 2016 were \$66.75 Billion and in 2017 was \$69.36 Billion.²

The two Pet Crematories in Massachusetts surveyed were Angel View Pet Cemetery & Crematory in Middleboro, which made ten million dollars profit last fiscal year. They are the 5th largest Pet Crematory in the county. Pleasant Mountain Pet Rest and Cremation Services in Plymouth had a profit of over \$200,000. In 2015 (100 burials & average between 2000 to 2500 cremations a year.)

Building:

Creating the building for the Pet Crematory.

Cemetery Department has already installed and pay for Electric on site.

Engineering site plans have been completed by Town Surveyor & Town Engineer.

¹ <http://www.iaopc.com/mypet/wp-content/uploads/2013/01/Pet-Loss-Survey.pdf>, Kenevich, Tanya, "A Four-Legged Forecast.

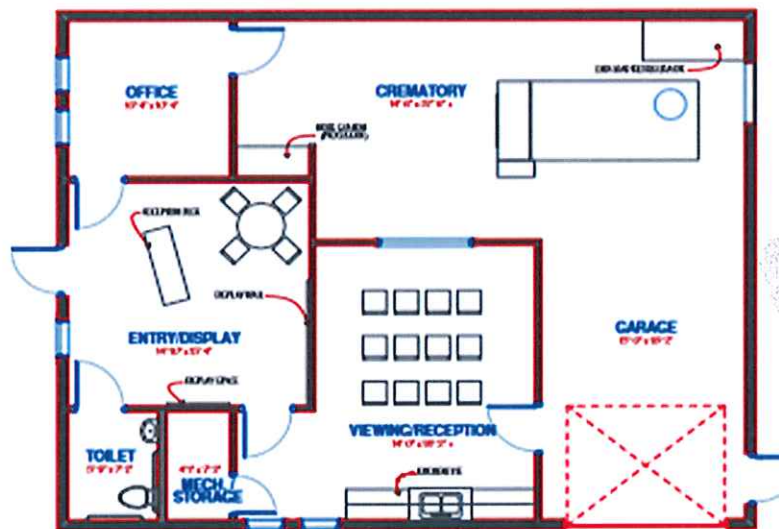
² http://www.americanpetproducts.org/press_industrytrends.asp, American Pet Products Association, Accessed 16 March 2018.



- ◆ Floor plans are fully reversible.
- ◆ Pricing includes all building costs, fees, and cremation equipment (furnishings not included).
- ◆ Plans are prepared to submit to your local building department.
- ◆ Pricing does not include abnormal site conditions, pavement/ parking, and site utilities.
- ◆ Custom plans are available at an additional cost.

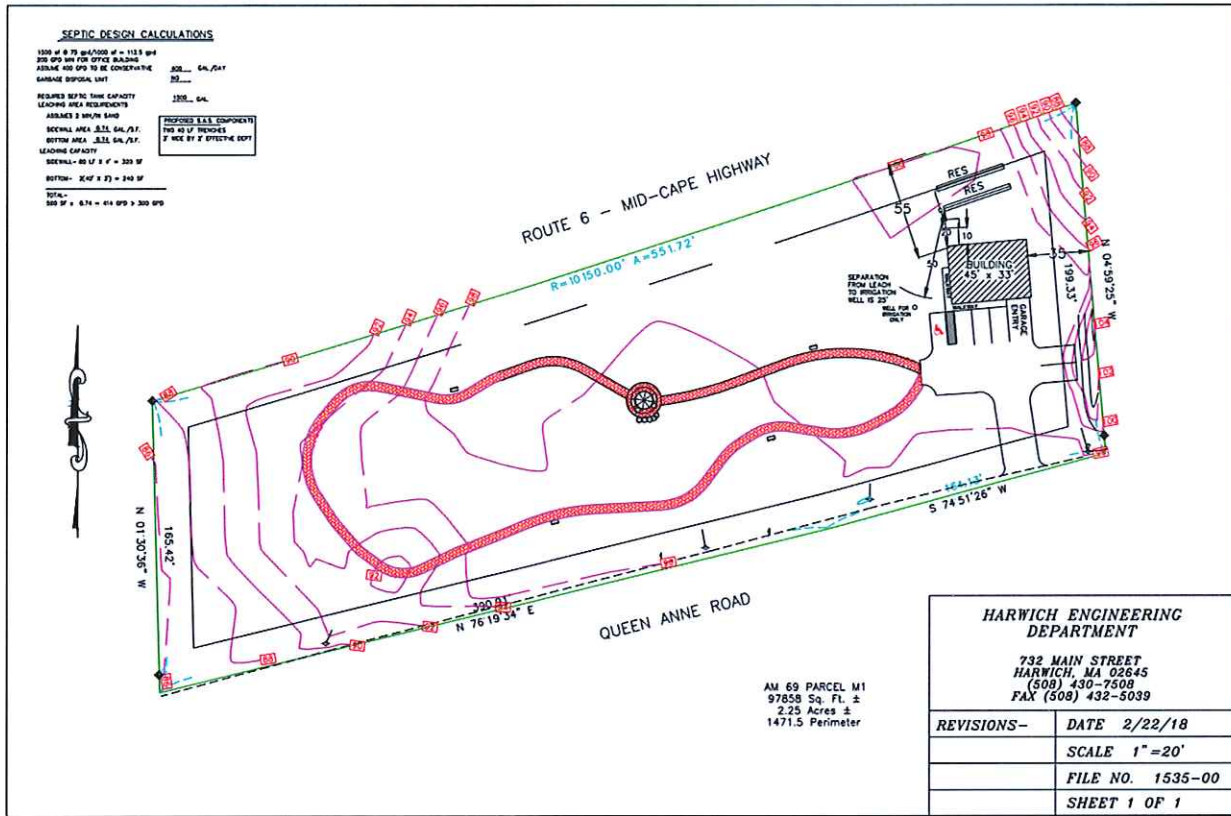
Miller Architects & Builders' hands-on approach means we have better control over every aspect of every project, from schedule, to quality, to cost.

We will be going out to public BID when the project is approved. The above company doesn't include the following: furnishings, pavement, parking lot & site utilities. (Utilities are already to the building site, Parking Lot estimate paving \$60,531.15 and sub t-base \$900.00)



Full-Service Floor Plan
1,496 sf. — *Entry/Display, Office, Bathroom, Viewing/Reception, Crematory, Garage, Storage Area:*
\$345,000
Design only: **\$10,500**

Crematory Site Plan:



PET CREMATORY - 10 YEAR BOND

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
# Cremations	364	400	440	484	533	586	645	709	780	858
Price per each	\$ 125	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91	\$ 149.26	\$ 153.73	\$ 158.35	\$ 163.10
Total	\$ 45,500	\$ 51,552	\$ 58,408	\$ 66,176	\$ 74,978	\$ 84,950	\$ 96,248	\$ 109,049	\$ 123,552	\$ 139,985
Cost Per Each	34.12	35.24	36.41	37.61	38.85	40.14	41.47	42.85	44.28	45.75
Revenue	\$ 45,500	\$ 51,552	\$ 58,408	\$ 66,176	\$ 74,978	\$ 84,950	\$ 96,248	\$ 109,049	\$ 123,552	\$ 139,985
Minus Cost	12,420	14,112	16,035	18,221	20,706	23,531	26,743	30,395	34,547	39,268
Less OH	2,800	2,940	3,087	3,241	3,403	3,574	3,752	3,940	4,137	4,344
Balance remaining	30,280	34,500	39,286	44,714	50,868	57,845	65,753	74,714	84,869	96,373
Less Debt	80,913	78,601	76,289	73,978	71,666	69,354	67,042	64,730	62,419	60,107
Diff	(50,633)	(44,101)	(37,003)	(29,263)	(20,797)	(11,509)	(1,289)	9,984	22,450	36,266

4.00%		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
2019	Estimated G.O.B. Interest Rate (10 years)										
	Pet Crematory (Building & Equip) Principal	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00	\$7,795.00
	10 yr Bonds 6/15/2019 - equal princ, Interest	23,118.00	20,806.20	18,494.40	16,182.60	13,870.80	11,559.00	9,247.20	6,935.40	4,623.60	2,311.80
	\$577,950										
		80,913.00	78,601.20	76,289.40	73,977.60	71,665.80	69,354.00	67,042.20	64,730.40	62,418.60	60,106.80

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Cremations/Wk	7.00	7.70	8.47	9.32	10.25	11.27	12.40	13.64	15.01	16.51
Labor	29.12	29.99	30.89	31.82	32.77	33.76	34.77	35.81	36.89	37.99
Fuel	2.00	2.10	2.21	2.32	2.43	2.55	2.68	2.81	2.95	3.10
Misc	3.00	3.15	3.31	3.47	3.65	3.83	4.02	4.22	4.43	4.65
Total	34.12	35.2436	36.405908	37.60833524	38.8523478	40.13946886	41.47128108	42.84942907	44.27562199	45.75163619

Assumptions:

- 3% Inflation (Sale Price)
- 5% Overhead (OH), annual equipment maintenance, utility, supply increase
- 3% Labor cost increase
- 4% Annual loan interest rate over 10 years
- OH = telephone, utility, office supplies, computer equipment

Labor = Part-Time Program Specialist II
 Est each cremation budgeted for 1 hr each
 1 Therm energy per cremation
 Miscellaneous costs include cremation container, certificate of cremation

PET CREMATORY - 20 YEAR BOND

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
# Cremations	364	400	440	484	533	586	645	709	780	858
Price per each	\$ 125	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91	\$ 149.26	\$ 153.73	\$ 158.35	\$ 163.10
Total	\$ 45,500	\$ 51,552	\$ 58,408	\$ 66,176	\$ 74,978	\$ 84,950	\$ 96,248	\$ 109,049	\$ 123,552	\$ 139,985
Cost Per Each	34.12	35.24	36.41	37.61	38.85	40.14	41.47	42.85	44.28	45.75
Revenue	\$ 45,500	\$ 51,552	\$ 58,408	\$ 66,176	\$ 74,978	\$ 84,950	\$ 96,248	\$ 109,049	\$ 123,552	\$ 139,985
Minus Cost	12,420	14,112	16,035	18,221	20,706	23,531	26,743	30,395	34,547	39,268
Less OH	2,800	2,940	3,087	3,241	3,403	3,574	3,752	3,940	4,137	4,344
Balance remaining	30,280	34,500	39,286	44,714	50,868	57,845	65,753	74,714	84,869	96,373
Less Debt	50,860	49,704	48,548	47,392	46,236	45,080	43,924	42,768	41,612	40,457
Diff	(20,579)	(15,204)	(9,262)	(2,678)	4,632	12,765	21,829	31,946	43,256	55,916

4.00%	Estimated G.O.B. Interest Rate (20 years)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
2019	Pet Crematory (Building & Equip) Principal	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50
	20 yr Bonds 6/15/2019 - equal princpl Interest	21,962.10	20,806.20	19,650.30	18,494.40	17,338.50	16,182.60	15,026.70	13,870.80	12,714.90	11,559.00
	\$577,950	50,859.60	49,703.70	48,547.80	47,391.90	46,236.00	45,080.10	43,924.20	42,768.30	41,612.40	40,456.50

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Cremations/Wk	7.00	7.70	8.47	9.32	10.25	11.27	12.40	13.64	15.01	16.51
Labor	29.12	29.99	30.89	31.82	32.77	33.76	34.77	35.81	36.89	37.99
Fuel	2.00	2.10	2.21	2.32	2.43	2.55	2.68	2.81	2.95	3.10
Misc	3.00	3.15	3.31	3.47	3.65	3.83	4.02	4.22	4.43	4.65
Total	\$ 34.12	\$ 35.24	\$ 36.41	\$ 37.61	\$ 38.85	\$ 40.14	\$ 41.47	\$ 42.85	\$ 44.28	\$ 45.75

Assumptions:

- 3% Inflation (Sale Price)
- 5% Overhead (OH), annual equipment maintenance, utility, supply increase
- 3% Labor cost increase
- 4% Annual loan interest rate over 20 years
- OH = telephone, utility, office supplies, computer equipment
- Labor = Part-Time Program Specialist II
- Est each cremation budgeted for 1 hr each
- 1 Therm energy per cremation
- Miscellaneous costs include cremation container, certificate of cremation
- Does not include addition of employee benefits in year 2032

PET CREMATORY - 20 YEAR BOND

	2030	2031	2032	2033	2034	2035	2036	2037	2038
# Cremations	944	1,039	1,142	1,257	1,382	1,521	1,673	1,840	2,024
Price per each	\$ 167.99	\$ 173.03	\$ 178.22	\$ 183.57	\$ 189.07	\$ 194.75	\$ 200.59	\$ 206.61	\$ 212.80
Total	\$ 158,603	\$ 179,697	\$ 203,597	\$ 230,675	\$ 261,355	\$ 296,115	\$ 335,498	\$ 380,119	\$ 430,675
Cost Per Each	47.28	48.86	50.50	52.19	53.95	55.76	57.64	59.59	61.61
Revenue	\$ 158,603	\$ 179,697	\$ 203,597	\$ 230,675	\$ 261,355	\$ 296,115	\$ 335,498	\$ 380,119	\$ 430,675
Minus Cost	44,637	50,743	57,688	65,586	74,569	84,788	96,413	109,637	124,683
Less OH	4,561	4,789	5,028	5,280	5,544	5,821	6,112	6,418	6,739
Balance remaining	109,404	124,164	140,880	159,809	181,241	205,506	232,973	264,064	299,254
Less Debt	39,301	38,145	36,989	35,833	34,677	33,521	32,365	31,209	30,053
Diff	70,104	86,020	103,892	123,976	146,564	171,985	200,608	232,855	269,200

4.00%	Estimated G.O.B. Interest Rate (20 years)	2030	2031	2032	2033	2034	2035	2036	2037	2038
2019	Pet Crematory (Building & Equip) Principal	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50	28,897.50
	20 yr Bonds 6/15/2019 - equal princpl Interest	10,403.10	9,247.20	8,091.30	6,935.40	5,779.50	4,623.60	3,467.70	2,311.80	1,155.90
	\$577,950	39,300.60	38,144.70	36,988.80	35,832.90	34,677.00	33,521.10	32,365.20	31,209.30	30,053.40

	2030	2031	2032	2033	2034	2035	2036	2037	2038
Cremations/Wk	18.16	19.97	21.97	24.17	26.58	29.24	32.16	35.38	38.92
Labor	39.13	40.31	41.52	42.76	44.05	45.37	46.73	48.13	49.57
Fuel	3.26	3.42	3.59	3.77	3.96	4.16	4.37	4.58	4.81
Misc	4.89	5.13	5.39	5.66	5.94	6.24	6.55	6.88	7.22
Total	\$ 47.28	\$ 48.86	\$ 50.50	\$ 52.19	\$ 53.95	\$ 55.76	\$ 57.64	\$ 59.59	\$ 61.61

Assumptions:

- 3% Inflation (Sale Price)
- 5% Overhead (OH), annual equipment maintena
- 3% Labor cost increase
- 4% Annual loan interest rate over 20 years
- OH = telephone, utility, office supplies, comp
- Labor = Part-Time Program Specialist II
- Est each cremation budgeted for 1 hr each
- 1 Therm energy per cremation
- Miscellaneous costs include cremation contain
- Does not include addition of employee bene



Cremation Systems, Inc.

7205 - 114th Avenue North Largo, Florida 33773 USA
1-800-622-5411 727-541-4666 Facsimile 727-547-0669
email: sales@blcremationsystems.com www.blcremationsystems.com

September 19, 2017

Robin Kelley
Massachusetts
rkelley@town.harwich.ma.us

PROPOSAL # 151222

We hereby propose to supply the following:

- | | |
|--|---------------------------------------|
| One BLP-500 M2 Animal Cremation Retort | Clean-Out Tools and Remains Pan |
| One Painted Exterior on Retort | One Installation Manual |
| 15' of Refractory Lined Stack | One Written Warranty/Owner's Manual |
| One Digital Temperature Controller | Dual Pen Recorder |
| One Hydraulic-Loading Door | One Counter Weighted Loading Door |
| One Storm Collar | Rigid Loading Table |
| BL-199 Cremated Remains Processor & Tray | Air Louver/Roof Thimble/Operators Kit |

* Freight to Site Allowance \$2,800.00

**FOR A TOTAL PRICE OF
\$ 91,950.00**

*MASSACHUSETTS ENGINEER SEAL & PERMIT APPLICATION APPROXIMATELY AN ADDITIONAL \$15,000.00

B&L Cremation Systems, Inc. agrees to provide existing technical information necessary for submittal to the Environmental Agency in your State for an operational permit for the equipment. We will also provide start-up of the equipment and train your personnel, for up to three (3) days, in the correct operation of the equipment. B&L Cremation Systems, Inc. offers a one (1) year warranty against defects in material and/or workmanship. F.O.B. Largo, Florida.


**DR. STEVE LOOKER
PRESIDENT**

**September 19, 2017
DATE**

Optional Equipment: Additional Stack..... \$ 430.00/Ft.
Additional Training for More Than 5 People..... \$ 125.00/Person

*** Freight Charges are Subject to Change
The above price is in effect for 30 days.**

World's Largest Independent Cremation Equipment Manufacturer

Proposal #151222
Robin Kelley
September 19, 2017
Page 2

ROBIN KELLEY AGREES TO SUPPLY THE FOLLOWING:

A crane for off-loading the unit and erecting the stack; all labor and equipment costs during installation; gas and electrical hook-up costs; sufficient fresh air supply to the unit as specified; equipment rentals incurred during off-loading and/or installation; any and all permit fees and related costs; any applicable sales and use tax; any and all bank and wire transfer fees.

Terms: (Please check appropriate box)

- A. 30% Deposit due with signed contract..... \$ 27,585.00
30% Due 30 days from signed contract..... \$ 27,585.00
35% Due when unit is ready for shipping..... \$ 32,182.50
5% Due upon start-up - to be picked up by technician or 30-days from shipment date,
whichever comes first.....\$ 4,597.50
TOTAL PRICE \$ 91,950.00
- B. 10% Deposit due with signed contract..... \$ 9,195.00
40% Due on start of manufacturing after receipt of air permit..... \$ 36,780.00
45% Due when unit is ready for shipping..... \$ 41,377.50
5% Due upon start-up - to be picked up by technician or 30-days from shipment date,
whichever comes first.....\$ 4,597.50
TOTAL PRICE \$ 91,950.00
- C. Equipment Financing - Terms up to 60 months available. 50% deposit provided by leasing company upon receipt of signed lease documents. Final payment due upon receipt of delivery and acceptance from customer to leasing company. Start-up to be scheduled upon receipt on final 50% from leasing company.

Delivery: Shipment will be approximately 12 to 14 weeks from the receipt of signed contract, pre-construction check list and deposit.

Startup: Once the equipment has been off-loaded, set in place and the stack & utilities hooked-up, our technician will come to your place of business, commission the unit and provide training for up to five (5) people on its operation & maintenance. B&L Cremation Systems, Inc. requires a minimum of two (2) week notice in order to schedule the start-up.

Title of the goods which are the subject of this proposal shall remain the sellers until such time as the amount of the proposal is paid in full. If the total amount is not paid at the maturity thereof, the customer agrees to pay a service charge of 1-1/2% per month on the unpaid balance and further agrees to pay all costs of collection, including reasonable attorney's fees and court costs, if the delinquent account is turned over for collection whether suit be brought or not. It is specifically agreed that should either party file suit for breach of this agreement, exclusive jurisdiction and venue shall be in Pinellas County, Florida. Purchaser agrees that until full payment is made, it will not encumber or dispose of the collateral, and will not remove or modify it without seller's express written permission. If purchaser shall, in any manner, default under terms of this payment agreement as a secured party under the Uniform Commercial Code, and, in conjunction with those rights, may, at its sole discretion, enter upon purchaser's property to take possession of, assemble and collect the collateral.

Signed Acceptance: _____ **Date:** _____

Print Name: _____ **Authorized Agent for:** _____

Questions and Concerns Raised by the Public

How will the Crematory emissions effect the residents? Is it dangerous for the public health? The machine will not cause any public health issues, it has to be permitted by the Massachusetts DEP to ensure public safety and therefor it should be of no concern to the residents. There is no danger to the public health.

Does the Crematory Smell? There should be no detectible odors.

Will there be smoke? The system is fitted with an opacity monitoring device (smoke), this device automatically ensures that no visible emissions above 10% (very light gray) will be emitted from the machine.

Sorry for the questions but we have some people in town who keep telling people that it is going to smell like burger king, not sure why. The reason that you smell Burger King, is because they emit there emissions directly into the atmosphere. Our system takes the emissions through a second combustion process that oxidizes the gases to ensure there are no visible emission or smell.

PET CREMATORY - 10 YEAR BOND

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
# Cremations	364	400	440	484	533	586	645	709	780	858
Price per each	\$ 125	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69	\$ 144.91	\$ 149.26	\$ 153.73	\$ 158.35	\$ 163.10
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Revenue	\$ 45,500	\$ 51,552	\$ 58,408	\$ 66,176	\$ 74,978	\$ 84,950	\$ 96,248	\$ 109,049	\$ 123,552	\$ 139,985
Minus Cost	12,420	14,112	16,035	18,221	20,706	23,531	26,743	30,395	34,547	39,268
Less OH	2,800	2,940	3,087	3,241	3,403	3,574	3,752	3,940	4,137	4,344
Balance remaining	30,280	34,500	39,286	44,714	50,868	57,845	65,753	74,714	84,869	96,373
Less Debt	80,913	78,601	76,289	73,978	71,666	69,354	67,042	64,730	62,419	60,107
Diff	(50,633)	(44,101)	(37,003)	(29,263)	(20,797)	(11,509)	(1,289)	9,984	22,450	36,266

4.00%
2019

Estimated G.O.B. Interest Rate (10 years)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Pet Crematory (Building & Equip) Principal	57,795.00	57,795.00	57,795.00	57,795.00	57,795.00	57,795.00	57,795.00	57,795.00	57,795.00	57,795.00
10 yr Bonds 6/15/2019 - equal princij Interest	23,118.00	20,806.20	18,494.40	16,182.60	13,870.80	11,559.00	9,247.20	6,935.40	4,623.60	2,311.80
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	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Cremations/Wk	7.00	7.70	8.47	9.32	10.25	11.27	12.40	13.64	15.01	16.51
Labor	29.12	29.99	30.89	31.82	32.77	33.76	34.77	35.81	36.89	37.99
Fuel	2.00	2.10	2.21	2.32	2.43	2.55	2.68	2.81	2.95	3.10
Misc	3.00	3.15	3.31	3.47	3.65	3.83	4.02	4.22	4.43	4.65
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Assumptions:

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- Est each cremation budgeted for 1 hr each
- 1 Therm energy per cremation
- Miscellaneous costs include cremation container, certificate of cremation

ENGAGEMENT TO REPRESENT

RE: Town of Harwich, Massachusetts civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

TOWN OF HARWICH Massachusetts (hereinafter "CLIENT"), by and through its Board of Selectmen, hereby retains the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA ("Firm") on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the **TOWN** including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

Peter J. Mougey of the Firm shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to the Massachusetts Ethics laws and the Massachusetts Rules of Professional Conduct:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

SWEENEY MERRIGAN LAW, LLP
268 Summer Street, LL
Boston, Massachusetts

RODMAN, RODMAN & SANDMAN, P.C.
442 Main Street, Suite 300
Malden, Massachusetts

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

COPY

POWELL & MAJESTRO, PLLC
405 Capitol Street, P-1200
Charleston, West Virginia

McHUGH FULLER LAW GROUP
97 Elias Whiddon Road
Hattiesburg, Mississippi

KP LAW, P.C.
101 Arch Street, 12th
Floor
Boston, Massachusetts

CLIENT is retaining the Firm and Attorneys collectively and not as individuals, and attorney services to be provided to CLIENT hereunder will not necessarily be performed by any particular attorney.

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **CLIENT shall not pay to the Firm and Attorneys a fee of any kind or nature if there is no recovery.**

The Firm and the Attorneys shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated and shall be paid to the Firm and Attorneys. **CLIENT shall not be required to reimburse the Firm and Attorneys for litigation expenses of any kind or nature if there is no recovery. The fee and expenses combined will not exceed 50% of the gross recovery to the CLIENT.**

CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this retention will preclude other retention by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

Attorneys shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other opioid related actions or similar litigation, subject to the requirements of the Massachusetts Rules of Professional Conduct relating to conflicts of interest, and CLIENT consents to such multiple representation. CLIENT has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation.

This litigation is intended to address a significant problem in the CLIENT. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. CLIENT agrees to compensate the Firm, wholly contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses, subject to appropriation of funds therefore and the applicable provisions of Massachusetts law. To the extent that the remedy includes both monetary damages and equitable relief, 25% of the monetary value of the equitable relief together with 25% of the monetary damages will be deducted from the total monetary damages as compensation for the Firm. If such compensation exceeds the total amount of the monetary damages awarded, payment of the additional compensation amount shall be subject to appropriation of funds therefor. To be clear, however, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by CLIENT. Any division of fees will be governed by the Massachusetts Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case

involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Massachusetts Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

The Firm and Attorneys will perform the legal services called for under this Agreement, keep CLIENT informed of progress and developments, and respond promptly to CLIENT's inquiries and communications. CLIENT will be truthful and cooperative with the Firm and Attorneys, disclose to the Firm and Attorneys all facts relevant to the claim, keep the Firm and Attorneys reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial as reasonably necessary.

LEAD COUNSEL shall appoint a contact person to keep CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by CLIENT. CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation, including but not limited to whether to settle the litigation and on what terms.

CLIENT may discharge the Firm and Attorneys at any time by written notice effective when received by LEAD COUNSEL. Unless specifically agreed by the Firm and CLIENT, the Firm and Attorneys will provide no further services and advance no further costs on CLIENT's behalf with respect to the litigation after receipt of the notice. If the Firm is CLIENT's attorney of record in any proceeding, CLIENT will execute and return a substitution-of-attorney form immediately on its receipt from the Firm.

Upon conclusion of this matter, LEAD COUNSEL shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

At the conclusion or termination of services under this Agreement, the Firm and Attorneys will release promptly to CLIENT all of CLIENT's papers and property. "CLIENT's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to CLIENT's representation, whether CLIENT has paid for them or not.

Nothing in this Agreement and nothing in the Firm and Attorneys' statement to CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Firm and Attorneys make no such promises or guarantees. The Firm and Attorneys' comments about the outcome of this matter are expressions of opinion only and the Firm and Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

The relationship to CLIENT of the Firm and Attorneys, and any associate counsel or paralegal provided through them, in the performance of services hereunder is that of independent contractor and not that of employee of CLIENT, and no other wording of this Agreement shall stand in derogation of this paragraph. The fees and costs paid to the Firm and Attorneys hereunder shall be deemed revenues of their law office practice and not as a remuneration for individual

employment apart from the business of that law office.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

SIGNED, this _____ day of _____, 2018.

Town of Harwich, Massachusetts

Michael D. MacAskill
Chair of the Board of Selectmen as duly authorized
by vote of the Board of Selectmen

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

By _____ Date _____
Peter J. Mougey
Lead Counsel

Accepted:

SWEENEY MERRIGAN LAW, LLP
268 Summer Street, LL
Boston, Massachusetts

By _____ Date _____
Peter M. Merrigan
Massachusetts Counsel

Accepted:

RODMAN, RODMAN & SANDMAN, P.C.

442 Main Street, Suite 300
Malden, Massachusetts

By _____
Richard M. Sandman
Massachusetts Counsel

Date

Accepted:

KP LAW, P.C.
101 Arch Street
Boston, Massachusetts

By _____
Lauren F. Goldberg
Massachusetts Coordinating Counsel

Date

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 7, 2018	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy \$ 49,549,834	Free Cash \$ 3,576,156	CPC \$ -	Water Ent. \$ -	Debt/Capital Exclusion \$ -	Local Receipts \$ 12,620,945	Other \$ -
5-0-0	5-0-0	1		Town Officers & Comms	Customary											
5-0-0	5-0-0	2		Reports of Town Officers & Committees	Customary											
3-2-0	3-0-2	3		Elected Officials Salaries	Customary											
5-0-0	4-1-0	4		Town Operating Budget	BOS	\$ 37,776,563	\$ 37,070,741	\$ 37,043,203	\$37,070,741	\$ 22,359,207	\$ 118,000	\$ 588,750	\$ 732,843		\$12,690,945	\$ 755,186
3-2-0	4-1-0	5		MRS D Budget	MRSD/Supt	\$ 25,604,441	\$ 25,609,390	\$ 25,609,390	\$25,609,390	\$ 25,349,352	\$ 147,336			\$ 112,702		
5-0-0	5-0-0	6		CCRTS Budget	Supt	\$ 1,635,702	\$ 1,581,237	\$ 1,581,237	\$ 1,581,237	\$ 1,581,237						
5-0-0	5-0-0	7		Water Dept Budget	Water Com	\$ 4,238,297	\$ 4,238,297	\$ 4,238,297	\$ 4,238,297				\$ 4,238,297			
5-0-0	5-0-0	8		Adopt the Capital Plan	BOS											
Hold	5-0-0	9		Capital Items from Free Cash	BOS	\$ 263,103	\$ 263,103	\$ 234,000	\$ 234,000		\$ 234,000					
3-0-0	5-0-0	10		Facility Maintenance & Repair Fund	BOS	\$ 825,000	\$ 825,000	\$ 825,000	\$ 825,000		\$ 825,000					
5-0-0	NRPFI 5-0-0	11		Fund the Snow & Ice Deficit for FY18	BOS	\$ 250,000	\$ 250,000				\$ 250,000					
5-0-0	NRPFI 5-0-0	12		Fund Shortfalls in Budget Transfers for FY18	TA & FD	\$ 100,000	\$ 100,000				\$ -					\$ -
5-0-0	5-0-0	13		Rescind Amounts in Long Term Debt	FD	\$ 6,145,167	\$ 6,145,167	\$ 6,145,167	\$ 6,145,167							\$ 6,145,167
5-0-0	NRPFI 5-0-0	14		Fund Construction of Phase II of the CWMP	BOS	\$ 22,450,000	\$ 22,450,000							\$ 22,450,000		
5-0-0	5-0-0	15		DHY Clean Waters Community Partnership	BOS											
5-0-0	5-0-0	16		Sewer Enterprise Fund	BOS	\$ 175,000	\$ 90,000	\$ 70,000	\$ 90,000	\$ 70,000						
5-0-0	5-0-0	17		Lower County Road Project	Water Com	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000				\$ 1,300,000			
5-0-0	5-0-0	18		Repave Access Roads to Well Sites	Water Com	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000				\$ 175,000			
5-0-0	4-1-0	19		Purchase Utility Trucks for Water Dept.	Water Com	\$ 101,825	\$ 101,825	\$ 101,825	\$ 101,825				\$ 101,825			
5-0-0	5-0-0	20		Reappropriation of Bond Proceeds	Water Com	\$ 59,768	\$ 59,768	\$ 59,768	\$ 59,768							\$ 59,768
4-1-0	5-0-0	21		Purchase & Equip Vehicles for DPW	DPW	\$ 215,000	\$ 215,000	\$ 135,000	\$ 215,000		\$ 215,000					
5-0-0	5-0-0	22		Road Maintenance Program	DPW	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000					\$ 700,000		
5-0-0	5-0-0	23		Purchase New Replacement Ambulance	FIRE	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000		\$ 340,000					
5-0-0	4-1-0	24		Construction of Station 2	FIRE	\$ 6,050,000	\$ 6,050,000	\$ 6,050,000	\$ 6,050,000					\$ 6,050,000		
5-0-0	5-0-0	25		Transfer of Land for Island Pond Cemetery	Cemetery Com.											
3-0-0	5-0-0	26		Construction of Pet Cemetery/Fund Equipment for Pet Crematory	Cemetery Com. & Cem Admin	\$ 577,950	\$ 577,950	\$ 577,950	\$ 577,950					\$ 577,950		
IP 5-0-0	IP 4-1-0	27		Cemetery Commission Rules & Regs Amendments	Cemetery Com.											
5-0-0	5-0-0	28		Landscape Reclamation and Major Tree Removal	GOLF	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000							\$ 40,000
5-0-0	5-0-0	29		Phase 2 Completion of Landscaping	GOLF	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000							\$ 50,000
3-0-0	5-0-0	30		Accept Grant for Saquatucket Landside	BOS	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000							\$ 1,000,000
5-0-0	5-0-0	31		Monomoy Regional Agreement Amendments	MRSD/Supt											
5-0-0	5-0-0	32		Amend Code of Harwich General By-Laws - Adopt the Stretch Energy Code	BOS											

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 7, 2018	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other
										\$ 49,549,834	\$ 3,576,156	\$ -	\$ -	\$ 12,620,945	\$ -	
5-0-0	5-0-0	50		Community Preservation Articles under \$50,000	CPC	\$ 139,740	\$ 139,740	\$ 139,740	\$ 139,740			\$ 139,740				
5-0-0	5-0-0	51		Brooks Free Library Restoration	CPC & Library	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000			\$ 300,000				
5-0-0	5-0-0	52		Construction of Municipal Public Records Storage Facility at Community Center	CPC & TA	\$ 120,275	\$ 120,275	\$ 120,275	\$ 120,275			\$ 120,275				
5-0-0	5-0-0	53		Habitat for Humanity Community Housing	CPC & Habitat	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000			\$ 300,000				
5-0-0	5-0-0	54		Brooks Park Expansion/Improvements Phase 5	CPC & Rec Com.	\$ 333,500	\$ 333,500	\$ 333,500	\$ 333,500			\$ 333,500				
5-0-0	5-0-0	55		Judah Eldredge Property Acquisition	BOS	\$ 369,000	\$ 369,000	\$ 369,000	\$ 369,000			\$ 369,000				
5-0-0	5-0-0	56		Purchase of Cornelius Pond Property	CPC, Conservatio n Trust, RE/Open Space	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000			\$ 200,000				
5-0-0	5-0-0	57		Hinckley Pond Remediation and Public Access Improvements near Rte 124	CPC & TA	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000			\$ 650,000				
5-0-0	4-1-0	58		Fund the Harwich Affordable Housing Trust	CPC & BOS	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000			\$ 500,000				
5-0-0	5-0-0	59		Defray Costs for the Chase and Harwich Libraries	Petitioner	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000		\$ 20,000					
5-0-0	5-0-0	60		Promote the Town of Harwich	Petitioner	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		\$ 30,000					
5-0-0	5-0-0	61		Supplement Annual Allocation of Mass Cultural Council for Local Cultural	Harwich Cultural Counsel	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600		\$ 3,600					
5-0-0	5-0-0	62		Pleasant Bay Alliance - IMA	BOS & Pleasant Bay Alliance											
5-0-0	5-0-0	63		Pleasant Bay Management Resource Plan Update -	BOS & Pleasant											
5-0-0	5-0-0	64		Annual Revolving Fund Authorization	BOS											
3-0-0	5-0-0	65		Establish Annual Tax Title Collection Revolving Account	FD & Treas/Coll											
5-0-0 NRPFI	5-0-0 NRPFI	66		Stabilization Fund	BOS	\$ 700,000	\$ 700,000				\$ 700,000					
5-0-0 NRPFI	5-0-0 NRPFI	67		OPEB Trust Fund	BOS	\$ 700,000	\$ 700,000				\$ 700,000					
5-0-0 NRPFI	5-0-0 NRPFI	68		Fund Prior Year's Unpaid Bills	FD	\$ 10,500	\$ 10,500				\$ 10,500					
5-0-0	5-0-0	69		Herring Fisheries	Customary											

BOS VOTE	FINCOM VOTE	ART#	Selectman Discussion by:	Oneliners ATM May 7, 2018	Petitioner	Request	TA Recom.	BOS Recom.	FinCom Recom	Tax levy	Free Cash	CPC	Water Ent.	Debt/Capital Exclusion	Local Receipts	Other
				<u>Total ATM May 2018</u>						\$ 49,549,834	\$ 3,576,156	\$ -		\$ -	\$ 12,620,945	\$ -
				<u>Balances</u>		\$ 114,449,430	\$ 113,609,092	\$ 89,241,951		\$ 49,359,796	\$ 3,593,436	\$ 3,501,265	\$ 6,547,965	\$ 29,890,652	\$ 12,690,945	\$ 8,050,120
				No Recommendation Pending Further Information ((NRPFI) Indefinitely Post-Pone (IPP))												
				<u>Special Town Meeting</u>												
				Articles												
		1														
		2														
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				<u>Sub Total</u>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				<u>Totals Used</u>	Total Appropriated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				<u>Tax Levy Balance & other balance</u>								\$ -	\$ -	\$ -	\$ -	\$ -
				<u>Tax Rate Recap</u>												
				<u>Court Orders</u>						\$ -						
				<u>Debt & Interest</u>						\$ -						
				<u>Snow & Ice</u>	Prior Year											
				<u>Cherry Sheet Assessments</u>						\$ -						
				<u>OverlayFY2019</u>						\$ 460,000						
				<u>Cherry Sheet Offsets</u>						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				<u>Total Recap</u>						\$ 460,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DRAFT



protecting our water resources



Town of Harwich Phase 2 Implementation

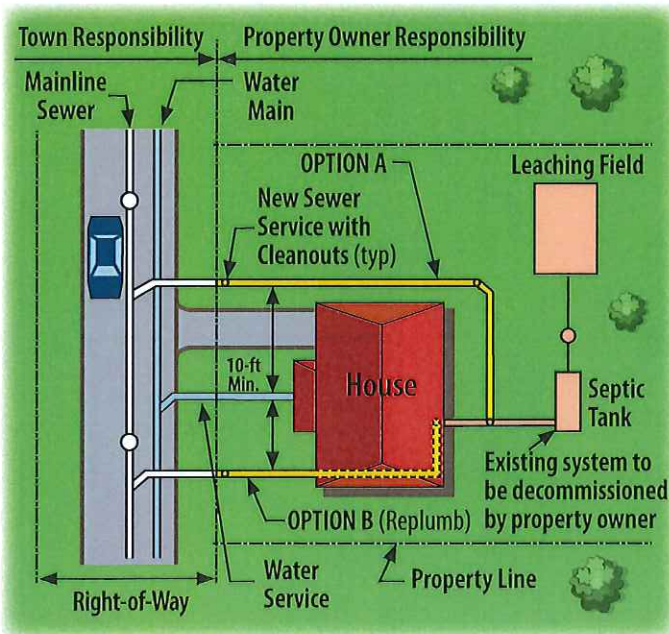
2018 Annual Town Meeting — Articles 14, 15, 16, 37, 55, and 61

Our Challenge.

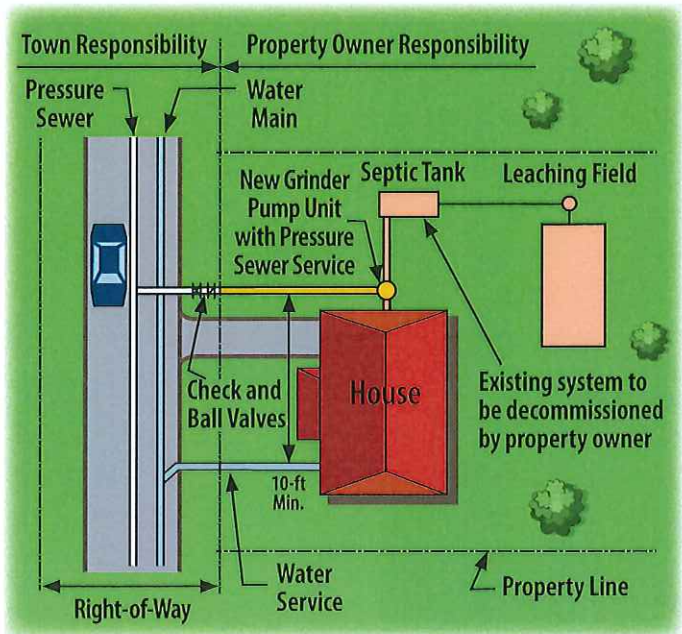
Our population has increased over 400 percent since 1951. That growth has resulted in various water quality issues that now must be addressed. Most homes in Harwich rely on traditional Title 5 on-site septic systems which are not effective at reducing the required level of nitrogen to restore our water resources. Harwich has developed a state and county approved Comprehensive Wastewater Management Plan (CWMP) to address this challenge. Phase 2 will sewer about 600 properties with Title 5 systems.

Our Solution!

Our near-term focus, Phase 2, is to remove nitrogen in the Pleasant Bay Watershed via sewerage, naturally remove nitrogen in the Cold Brook area, and restore water quality in Hinckleys Pond. We have negotiated an Inter-Municipal Agreement (IMA) with Chatham for us to convey our East Harwich Service Area (Pleasant Bay Watershed) collected wastewater to the existing Chatham water pollution control facility for treatment and initial recharge. Our 300,000 gallons/day capacity purchase fee is about \$6.8 Million to be paid in four installments over a 7-year period. This was approved in May 2017.



Potential Gravity Pipe House Connection



Potential Pressure Pipe House Connection

2018 MAY TOWN MEETING ARTICLES (SEE WARRANT FOR ACTUAL ARTICLES)

CONSTRUCTION OF INTERCONNECTION WITH CHATHAM AND SEWERS IN THE SOUTHERN SECTION OF PLEASANT BAY WATERSHED

ARTICLE 14: Phase 2 of our Comprehensive Wastewater Management Plan requires design and construction of a Watershed Collection System. In FY18, the design dollars and funding our Intermunicipal Agreement with Chatham was funded. The FY19 request includes the actual construction costs of the collection system also including the tie-in costs with Chatham in their pumping station and piping to their treatment facility. This will fully implement Phase 2 of our regulatory required plan. Estimated Costs: \$22,450,000

DENNIS HARWICH YARMOUTH (DHY) CLEAN WATERS COMMUNITY PARTNERSHIP

ARTICLE 15: Dennis, Harwich, and Yarmouth are working together on a Clean Waters Community Partnership. This article allows for discussions to continue to hopefully lead to a more formal Partnership Agreement to be brought back to the Town. A future Town Meeting would approve any agreement.

SEWER ENTERPRISE FUND

ARTICLE 16: The Town is developing a Wastewater Collection System in the Southern sector of Pleasant Bay. The Phase 2 project will not have enough users to support fees. This will create a sewer Enterprise Account to allow for a combination of a collection of fees along with a taxpayer subsidy until sufficient users are connected which will be several years. Estimated Costs: \$70,000

AMEND THE TOWN OF HARWICH - CHARTER TO CHANGE THE NAME OF WATER COMMISSION TO WATER/WASTEWATER COMMISSION

ARTICLE 37: To create a Water and Wastewater Commission of 5 members elected for 3-year overlapping terms. The Water and Wastewater Commission shall be responsible for the administration, maintenance and operation of the water and sewer systems and facilities.

The Board of Selectmen shall be responsible for the design and construction of the town sewer systems and for implementation of the Comprehensive Wastewater Management Plan.

HINCKLEY POND REMEDIATION/IMPROVEMENTS

ARTICLE 55: To see if the Town will vote to raise and appropriate, transfer from available funds, including \$575,000 from the Community Preservation Act (CPA) Funds – Undesignated Reserve, to implement a portion of Phase 2 of the Town of Harwich Comprehensive Wastewater Management Plan, consisting of the design, construction, and remediation of Hinckley Pond, and all other costs incidental and related thereto; and to appropriate from Community Preservation Act Funds – Undesignated Fund Balance, \$75,000 to work with the Recreation and Youth Commission to improve and enhance the public access area closest to the bike trail/Rte. 124 intersection with the addition of a walkway and viewing platform, bike kiosk, picnic tables and an ADA compatible path for a total request of \$650,000. By request of the Community Preservation Committee and Town Administration. Estimated Costs: \$650,000

PLEASANT BAY RESOURCE MANAGEMENT PLAN UPDATE

ARTICLE 61: The management plan is updated as needed by the Pleasant Bay Alliance, an organization formed by an inter-municipal agreement between Brewster, Orleans, Chatham and Harwich. Town Meeting in each town is being asked to adopt the 2018 Update and renew the Memorandum of Agreement forming the Alliance. The 2018 Update contains recommendations in the areas of Biodiversity and Habitat Protection, Wetlands Protection, Fisheries Management, Watershed Planning, Coastal Processes and Coastal Structures, Navigation Safety, Public Access and Historic Resources.

Why are we addressing Pleasant Bay Watershed first?

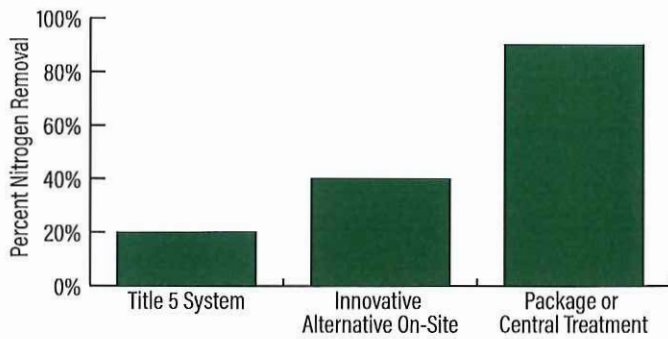
Five Harwich watersheds need to be addressed; in order to remove nitrogen originating from septic systems. After much discussion the town has decided the Pleasant Bay watershed should be done in the next phases for these six important reasons:

- Harwich shares the watershed with Chatham thus offering significant cost savings as Harwich can use a portion of the existing Chatham wastewater treatment plant rather than build its own facility in the Pleasant Bay watershed area.
- The Pleasant Bay watershed is the largest Harwich watershed requiring the greatest percentage (65%) of septic system nitrogen removal.
- The town relies on 14 groundwater wells to supply water to about 10,000 accounts. While overall the water quality is excellent, three of the wells are located in the Pleasant Bay watershed and show nitrogen levels above background concentrations, indicating impacts from development.
- Phasing in the watersheds over time provides opportunities in future years to save money by working with Dennis and Yarmouth to share costs of a future regional wastewater treatment plant.
- During Phase 1, Harwich completed a joint project with Chatham to replace the Muddy Creek culvert with a bridge increasing tidal

flow to improve the water quality and reduce by 230 the number of homes needing to be sewerred. This sets the stage for further cooperative efforts.

- Concern has been expressed that sewerred the Pleasant Bay watershed to meet water quality regulatory requirements will encourage unreasonable growth in East Harwich. Potential growth of East Harwich will be determined by Harwich residents as voiced through resident input, Zoning, the Planning Board, the Board of Selectmen, and ultimately future Town Meeting action. The CWMP establishes a framework to support existing needs and future vision for Harwich but does not make these decisions.

Effectiveness of Wastewater Systems



Watershed	Septic Load Reduction Required
Allen Harbor	78%
Herring River	58%
Pleasant Bay	65%
Saquatucket Harbor	58%
Wychmere Harbor	100%

What if we don't fund Phase 2?

The Massachusetts Department of Environmental Protection (MassDEP) in a letter from Commissioner Suuberg dated February 21, 2017, indicated that if a community does not move forward with implementation of their CWMP to address Total Maximum Daily Loads (TMDLs) established for watersheds leading to embayments on Cape Cod, that they will likely designate these watersheds to be a Nitrogen Sensitive Area (NSA) and NSAs in the future will require all on-site Title 5 systems to be upgraded to enhanced treatment systems for nitrogen removal. That means each homeowner or business would need to install a biological treatment system to treat nitrogen down to the 13 to 19 mg/l level with an estimated capital cost of \$20,000 to \$25,000 per system and an annual operating cost of \$1,500 to \$3,000. This option was evaluated in the Harwich CWMP and was shown to be twice as expensive as any other option considered. Also this option did not remove sufficient nitrogen quantities in certain watersheds and thus, required some areas to be sewer and collected wastewater treated at a centralized facility as a supplement to the on-site enhanced systems.

This could also leave the Town susceptible to third party lawsuits from groups like the Conservation Law Foundation requiring

the Town to implement the recommended wastewater program under a more aggressive timeline than the currently approved 40-year plan.

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

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

Harwich received the top ranking on the current 2018 SRF loan listing which saves the Town millions of dollars. If we don't move forward, we need to reapply for this competitive loan and will incur another year of inflation.

What will this cost?

Financial Impacts

The near-term plan for Phase 2 calls for design (2017-2018) and construction (2019-2020) of the Pleasant Bay watershed sewer collection system such that initial flow to the Chatham facility will start in 2021. Since near term needs are capital only, property taxes will be used to service the debt. Once customers are connected and utilizing the system, they will be charged for a portion of the system operation and maintenance costs. Phase 2 costs are summarized in the table below.

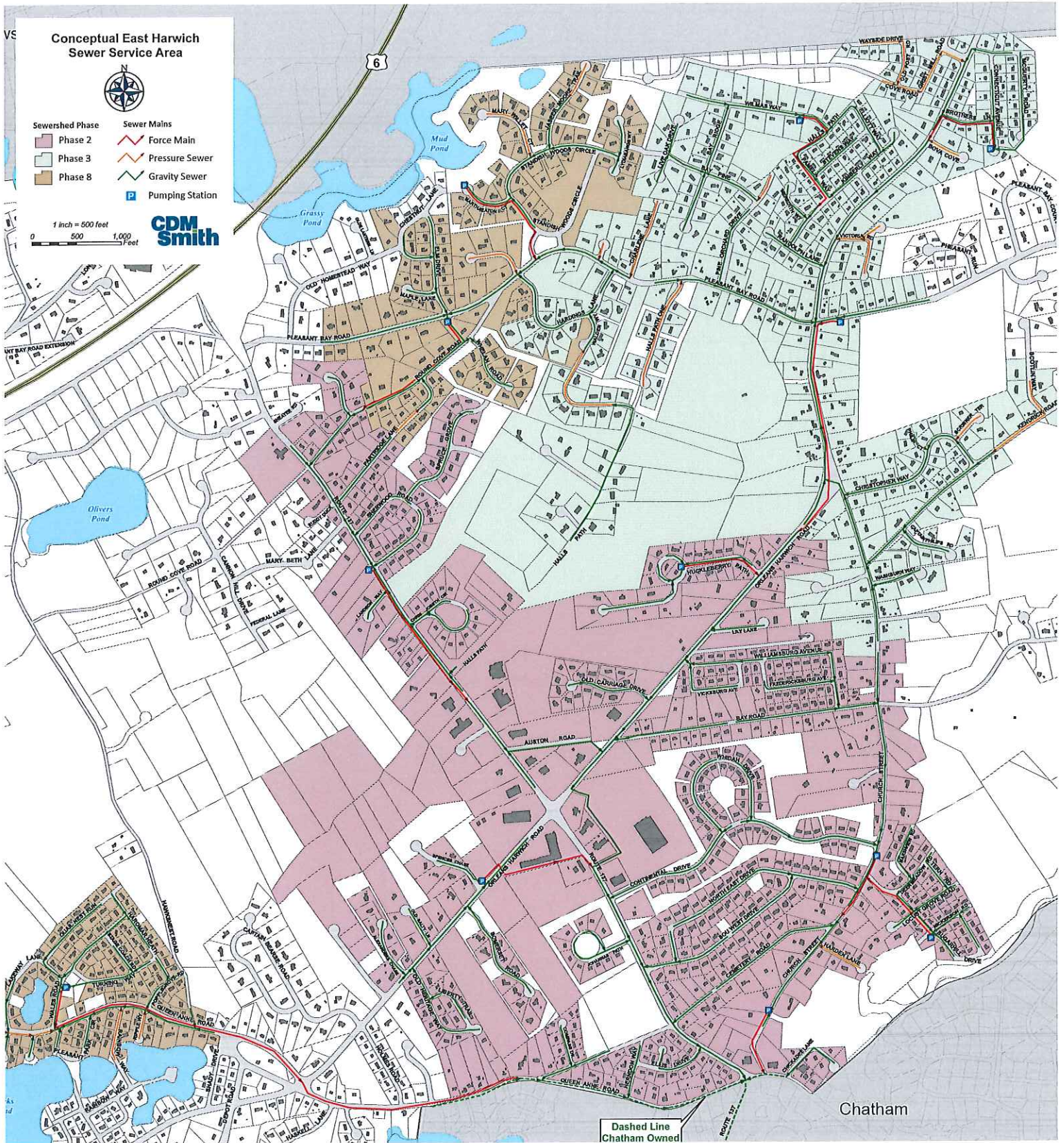
41 Cents Per Day

The average tax increase for a resident in a \$350,000 assessed value home to fund the Phase 2 amount is about \$150 annually assuming all construction costs are recovered via general property tax. The average annual tax increase for the entire 40-year wastewater program is about \$400. Those connected to a sewer would also pay a portion of the operation and maintenance costs and the initial hook-up cost to connect their home to the pipe in the street. It is assumed that the Town would utilize the State Revolving Fund (SRF) loan program at 0 to 2 percent interest over a 30 year bond to fund this program. The ability to utilize the SRF loan at 2 percent versus a Town loan at 3.5 percent is a savings of over \$6 million.

Phase 2 Funding			Total = \$34,205,000
Source	Amount	Component	
Approved	\$6,765,000	Capacity Purchase at Chatham WPCF	
Approved	\$2,020,000	Design of Pleasant Bay (South) Sewer System	
Approved	\$250,000	Design of Chatham Interconnector System	
Approved	\$2,000,000	Design, Construction and Implementation of Cold Brook Project	
Article 14	\$22,450,000	Construction of Interconnection with Chatham and sewers in southern section of Pleasant Bay	
Article 16	\$70,000	Sewer Enterprise Fund	
Article 55	\$650,000	Hinckley Pond Remediation Improvements (CPA funds)	



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



Phase 2 Timeline	
Design	Ongoing-January 2019
Bidding Process	January 2019-May 2019
Construction of Town Sewers	May 2019-May 2021
Homeowners Begin to Connect to Town Sewers	June 2021-June 2022
Flow Begins to Chatham Facility	June 2021

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

For additional information go to:

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



what will protecting our water resources cost ?



Town of Harwich Phase 2 Implementation

2017 Annual Town Meeting — Articles 11 and 12 and Ballot Questions 1 and 2

41 Cents Per Day

The average tax increase for a resident in a \$350,000 assessed value home to fund the Phase 2 amount is about \$150 annually assuming all construction costs are recovered via general property tax. The average annual tax increase for the entire 40-year wastewater program is about \$400. Those connected to a sewer would also pay a portion of the operation and maintenance costs and the initial hook-up cost to connect their home to the pipe in the street. **Cost breakdowns for each of the possible scenarios are presented in this handout.**

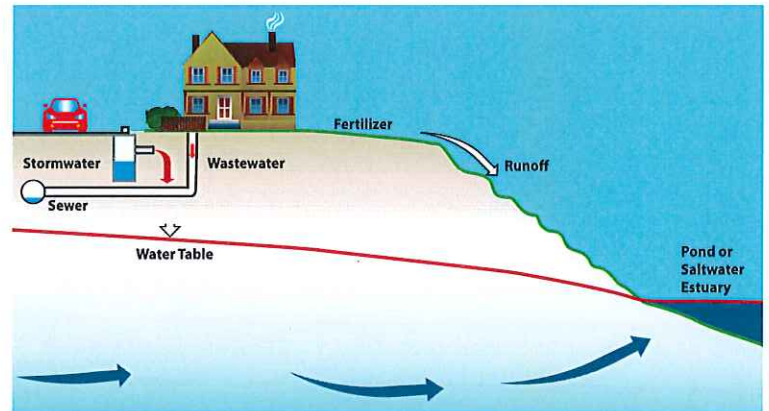


Phase 2 Funding			Total = \$34,165,000
Source	Amount	Component	
Art. 11	\$6,765,000	Capacity Purchase at Chatham WPCF	
Art. 11	\$2,020,000	Design of Pleasant Bay (South) Sewer System	
Art. 11	\$250,000	Design of Chatham Interconnector System	
Art. 12	\$2,000,000	Design, Construction and Implementation of Cold Brook Project	
FY 19	\$20,280,000	Construction of Pleasant Bay (South) Sewer System	
FY 19	\$2,150,000	Construction of Chatham Interconnector System	
CPC	\$550,000	Hinckleys Pond Restoration	
Budget	\$150,000	CWMP Implementation Services	

Connected to Sewer System

As a Harwich resident located in a proposed sewer service area, I will need to do the following:

- Hire a contractor approved by the Town of Harwich to disconnect the waste pipe currently going to my septic system and install a 6-in diameter pipe out to the street property line to connect into the sewer installed in the street. This connection must be done within one year of the sewer being available for use in the street. During sewer installation, stubs for these future connections will be coordinated with each resident. Connections from the old septic system to the new sewer connection can be switched over in a day.
- Also have the contractor pump out my existing septic tank and then crush it and fill it with clean fill or remove it. The same must be done if the leaching field uses concrete leaching chambers versus pipe and stone. All voids must be filled.
- Since the costs for this sewer connection from my house to the street is an individual homeowner's responsibility, a loan may need to be coordinated. Typical costs for septic system decommissioning and sewer connections are estimated to be about \$5,000 to \$7,000.
- Once connected to the sewer, I will pay an annual operation and maintenance (O&M) fee based on the amount of water used. The billing will utilize my existing water meter to determine that amount of flow.



Tax Rate Increase (Phase 2 - \$350K assessed value)	\$150
Connect house to sewer (\$7,000 ave, 5% interest, 15 yrs)	\$675
Sewer user cost (typical from Chatham; water use 70,000 gals/yr)	\$510
Total Annual Cost	\$1,335

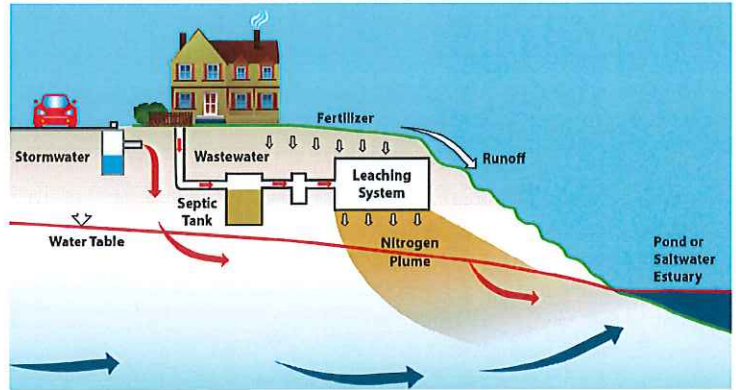
As shown in the cost table, I will pay my share of the tax increase for the sewer system, a loan payment for the sewer connection for the life of the loan and an annual O&M sewer user fee for treating the wastewater.

Standard On-Site Title 5 System

As a Harwich resident not located in a proposed sewer service area, I will need to continue to do the following:

- Pump out my septic tank once every three years to ensure that solids do not build up and overflow into my leaching field resulting in clogging of the field and potential system failure.

As shown in the cost table, I will pay my share of the tax increase for the sewer system, pay to have my septic system pumped out once every three years, and set aside money to pay for my septic system replacement projected to occur every 25 years.

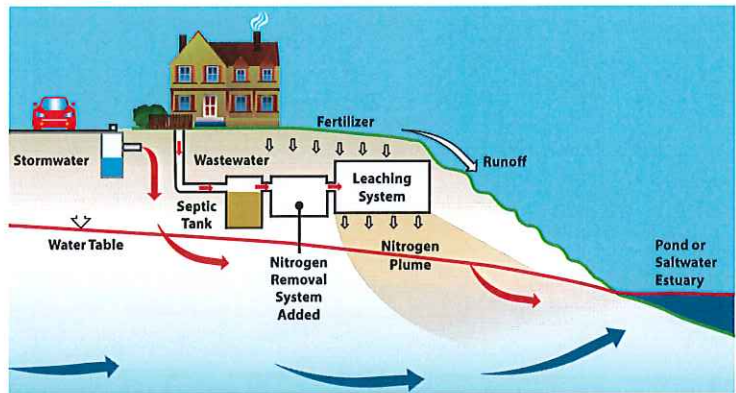


Tax Rate Increase (Phase 2 - \$350K assessed value)	\$150
Septic system pump-out/ 3 years (\$360 average cost)	\$120
Septic system replacement cost (\$15,000, 5% interest, 25 yrs)	\$1,065
Total Annual Cost	\$1,335

On-Site Nitrogen Removal System

If Harwich decides not to fund the recommended wastewater program and the Massachusetts Department of Environmental Protection (MassDEP) then revises the Title 5 septic system regulations to require every resident in a nitrogen sensitive watershed to install their own on-site nitrogen removal system, as a Harwich resident living in a nitrogen sensitive watershed I will need to do the following:

- Hire a contractor to revise my existing septic system and install additional biological and/or chemical processes to upgrade my system to one that removes nitrogen.
- Since the costs for installing this enhanced Title 5 system is an individual homeowner's responsibility, a loan may need to be coordinated. Typical costs for installing these systems are estimated to be about \$20,000 to \$25,000.
- Hire an operator to monitor and sample my new nitrogen removal system as this system is much more sophisticated than an existing Title 5 system and its performance needs to be monitored and adjusted as needed.
- Pump out my septic tank at least once every three years to remove the additional solids being generated and prevent them from overflowing into the leaching field and potentially clogging the field or causing system failure.



Septic system pump-out/ 3 years (\$360 average cost)	\$120
Upgrade to nitrogen removal system (\$20,000, 5%, 25 yrs)	\$1,790
On-site operation and maintenance cost (estimate)	\$2,615
Total Annual Cost	\$4,525

As shown in the cost table, I will pay to have my septic tank pumped a minimum of once every three years, a loan payment for installing my nitrogen removal system and annual O&M costs associated with hiring an operations firm to monitor and sample my system.

Cost Scenarios Summary

		Total Annual Cost
\$	Connected to Sewer System	\$1,335
\$	Standard On-Site Title 5 System	\$1,335
\$\$\$	On-Site Nitrogen Removal System	\$4,525



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

For additional information go to:

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

 **DRAFT**

**TOWN OF HARWICH
REQUEST FOR PROPOSALS
SAQUATUCKET MUNICIPAL MARINA SNACK SHACK**

The Town of Harwich is seeking sealed proposals under Chapter 30B, Massachusetts General Laws, from persons, partnerships, or corporations in leasing the “Snack Shack” building at Saquatucket Municipal Marina. The Town Administrator seeks proposals, which shall ensure that food services are available at Saquatucket Municipal Marina from Memorial Day weekend through Columbus Day weekend. The length of the lease will be from May 15, 2019 through November 15, 2024, with an option for an additional five year term ending November 15, 2029.

Objective: To receive proposals which outline a plan for the operation of a Snack Shack for the sale of food, drinks, ice cream and seasonal sundry items (i.e. suntan lotion) at a reasonable rate with a fair and equitable return of payment to the Town of Harwich.

Request to Proposal Requirements: The proposals shall be separated into two categories.

1. Non-price (proposal requirements).
2. Price (money to be offered to the Town each year of the contract).

The non-price proposal shall be in one sealed envelope that is clearly marked “**Saquatucket Snack Shack Non-price Proposals**”.

The price proposal that shall be in one sealed envelope that is clearly marked “**Saquatucket Snack Shack Price Proposal**”.

Minimum Non-Price Proposal Requirements: Each person submitting a non-price proposal requirement must meet each one of the requirements or their proposal shall be eliminated from consideration. Proposals may include more than the minimum requirements.

The following is a list of minimum non-price requirements.

1. A resume of the person submitting the proposal with a special emphasis placed on food service experience. A minimum of five year’s experience managing and operating a restaurant or concession stands with a gross income in excess of \$150,000.

2. A sample menu to include proposed prices. The menu must include at least the following:

Lobster Roll and Clam Chowder

Fried food: Onion rings, French-fries, fresh fish, fresh whole clams, fresh whole clam strips, fresh scallops, Chicken Fingers

From the grill: Hot dogs, ¼ lb. Hamburger, ¼ lb. Cheeseburger, Chicken, grilled cheese, bacon, sausage, eggs

Rolls or sandwiches: 3 types

One Healthy/Low Calorie Option (vegetarian/salad)

Cold drinks: Cola products, bottles water, iced tea, iced coffee, lemonade (small/large).

Hot drinks: Coffee, decaf coffee, tea, hot chocolate (small/large).

Ice cream: at least two flavors

The above items must be available from the third weekend in June through Labor Day. A smaller menu may be offered during the pre and post season.

3. Seasonal Sundry Items (a minimum): Suntan Lotion, Chap Stick, Hand Sanitizer, ??? Aspirin/Dramamine

4. Proposed schedule of days of operation: At a minimum, the snack stand shall be open weekends Memorial Day until the second weekend of June, seven days a week commencing on the third weekend of June through Labor Day Weekend and weekends commencing the weekend following Labor Day until Columbus Day.

The days of operation may be reduced with permission from the Town Administrator during the season due to inclement weather.

5. Proposed schedule of daily operation. The minimum hours of operation shall be:
 - 11 am - 5 pm, weekends Memorial Day until the 2nd weekend in June;
 - 10 am - 6 pm, 7 days per week from the 3rd weekend in June through June 30;
 - 7 am - 8 pm, 7 days per week from July 1 through Labor Day;

- 11 am - 2 pm, weekends after Labor Day through Columbus Day weekend.

The daily operation of hours may be reduced with permission from the Town Administrator during the season due to inclement weather.

6. A list of equipment to be used in food preparation to include sizes and numbers of each piece of equipment.
7. The number of cash registers: Cash registers must be computerized to register the number of each item sold and amount of funds taken in on a daily basis.
8. Plan of service: All persons submitting a proposal must submit the following:
 - a. Name of manager to be on the premises.
 - b. Total number of personnel to be employed to be broken down into number of counter personnel, fry cooks, and prep personnel.
 - c. Schedule of how many employees will be on at one time throughout the hours of operation for the period of the third week in June through Labor Day and for the pre and post season schedule.
 - d. A description of how you will provide fast food service and keep the leased area clean and presentable on a daily basis.
9. A detailed description of how you will account for all monies taken in from Snack Shack sales.

Non-price proposals meeting the minimum requirements will be ranked according to the following criteria:

1. The length and applicability of the applicant's prior food service experience.
 - a. Highly advantageous: 15 or more years operating and managing a restaurant or a seasonal concession stand.
 - b. Advantageous: 10 or more years operating and managing a restaurant or a seasonal concession stand.
 - c. Not advantageous: 5 or more years operating and managing a restaurant or a seasonal concession stand.

- d. Unacceptable: Less than 5 years operating and managing a restaurant or a seasonal concession stand.
2. Management and adequacy of staff.
 - a. Highly advantageous: Manager is lessee, has 15 years of experience managing a concession stand or restaurant and is part of staff on premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.
 - b. Advantageous: Manager is lessee, has 10 years of experience managing a concession stand or restaurant and is part of the staff on premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.
 - c. Not advantageous: Manager is not lessee, has 5 years of experience managing a concession stand or restaurant and is part of the staff on the premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.
 - d. Unacceptable: Manager has less than 5 years experience managing a concession stand or restaurant and is part of the staff on the premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.
 3. Quality of the proposal regarding non-price issues.
 - a. Highly advantageous: The proposal excels in all portions of the minimum requirements and clearly responds to all issues in the RFP.
 - b. Advantageous: The proposal is more than adequate in meeting the minimum requirements and clearly responds to all issues in the RFP.
 - c. Not advantageous: The proposal is adequate in meeting the minimum requirements but is not clear on all issues of the RFP.
 - d. Unacceptable: The proposal does not meet the minimum requirements of the RFP.

Rating of non-price proposals: Each non-price proposal will be rated as follows.

- a. Highly advantageous = 6 points

- b. Advantageous = 4 points
- c. Not advantageous = 2 points
- d. Unacceptable = 0 points

Price Proposal Requirements: Each person submitting a proposal must state the amount of money the Town of Harwich will be paid on a yearly basis.

1. A financial statement must be provided to the town for the period ending December 2017. The financial statement will be reviewed for the purpose of determining whether the terms of the offer are likely to be achieved.
2. Offers shall include a minimum annual payment to the Town in the aggregate of \$15,000 plus 15 percent of the gross annual receipts or \$45,000 whichever is greater for the first five years and \$15,000 plus 16 percent of the gross annual receipts or \$50,000 whichever is greater for the last five years of the contract.
3. Any substantial improvements to the property that will be paid by the lessee.

Details for potential operators:

Electric service	100 amp
Piped for Propane Gas Service	Lessee to obtain Service Provider
Building size	approx. 540 square feet
Fenced Outdoor Storage	approx. 200 square feet
Deck Area (outdoor seating)	approx. 600 square feet
Town provided Equipment	- 3 Bay Stainless Steel Sink - Cooking Exhaust w/ Ansul Fire Protection - Wall Mounted Hand Sink - Coiling Service Counter Door - Floor Grease Interceptor - Grease Tank
Equipment (lessee provided)	Cooking & Refrigeration Appliances, Food Prep Tables, Shelving,
Type of services	Paper (not Styrofoam)

??? Under no circumstances will the Board of Selectmen allow the sale of alcoholic beverages under a lease agreement for this property.

Responsibility of Lessee:

1. Pumping grease pit twice annually (August 1 and November 1) and maintenance of septic pump unit.

2. Daily trash pickup and removal from leased area (as outlined in RFP).
3. Provide (at least 6) picnic tables.
4. Sufficient covered trash containers in area of order/pickup windows and picnic tables.
5. All plumbing repairs or replacements of pipes and fixtures.
6. All electric repairs or any new service needed for additional equipment.
7. Daily cleaning of the interior and exterior of the building.
8. Normal maintenance of the building to include replacement of shingles, trim, doors, windows, screens, tiles, sheetrock, counter tops, shelves, and other portion of the building that needs repairing.

If the Lessee fails to keep the grounds and building in good repair and clean condition, the Town of Harwich, after written notice to the Lessee, can repair or clean the building or grounds and bill the Lessee for the work completed.

Requirements of the Town for the duration of the contract:

1. Provide two designated parking spaces for staff.
2. Annually fund Wireless Internet

Insurance:

The Lessee shall hold harmless the Town from and against all loss or damage occasioned by the use or misuse of the premises, and will include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any claim or proceeding, and the defense, including attorney's fees. The Lessee shall carry and maintain during the duration of the lease, insurance, naming the Town as additional insured, as provided in attached Town insurance requirements.

Schedule:

Proposals are due on or before 2:00 p.m. on February 28, 2019.
Proposal award shall be on or before March 21, 2019.

Miscellaneous:

Successful proposer will be expected to adhere to all appropriate federal state and local regulations.

The successful proposer must provide a financial history for the last two years.

Acceptance of any proposal will be contingent upon execution of a lease agreement satisfactory to the Town. The Town reserves the right to reject any and all proposals if it is the interest of the Town to do so. The Town also reserves the right to waive any minor informality or omissions required by the Town and not by statute and may request vendors to provide supplementary information to assist in the evaluation. Any questions, which arise during the preparation of the proposal, shall be addressed to the Town Administrator's Office.

Inspection of the premises shall be by appointment only by contacting the Harbormaster at (508) 430-7532.

SECTION VIII INSURANCE AND INDEMNITY

The Concessionaire shall hold harmless the Town from and against all loss or damage occasioned by the use or misuse of the premises, and will include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any claim or proceeding, and the defense, including attorney's fees.

The concessionaire shall carry and maintain during the duration of the lease, insurance, naming the Town as additional insured, as provided in Exhibit G.

EXHIBIT G

21. INSURANCE.

21.1: The LESSEE shall carry and maintain during the duration of the contract, insurance as specified below and in such form as shall protect him and any subcontractor performing work covered by this contract, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

- a. For liability for bodily injury including accidental death, \$1,000,000.00 for any one person and, subject to the same limit for each person, \$2,000,000.00 on account of one accident.
- b. For liability for property damage, \$1,000,000.00 on account of any one accident and \$2,000,000.00 on account of all accidents.
- c. Bodily Injury and Property Damage Insurance covering of all motor vehicles owned by the LESSEE in the amounts required in "21.1.a." and "21.1.b." above.
- d. Insurance in the amounts required in "21.1.a." and "21.1.b." above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the LESSEE, while such vehicles are being operated in connection with the prosecution of the work under this contract.
- e. Owner's Protective Insurance secured by the LESSEE in behalf of the LESSOR, which will directly protect the lessor from liability for bodily injuries including accidental death in the amounts required in "21.1.a." above and for property damage in the amounts required in "21.1.b." above.
- f. All policies shall be so written so that LESSOR is listed as an additional insured and so that the LESSOR will be notified of cancellation or restrictive amendment. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date must accompany all bids. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this contract and article and the above paragraphs in accordance with which insurance is as

required by such paragraphs of this contract. The LESSEE shall maintain a public liability insurance policy on the premises with coverage limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence and the LESSOR named insured on said policy.

- g. The LESSEE agrees, as a condition of this lease, to provide to the LESSOR a certified copy of said insurance policy, showing the LESSOR as a named insured, at the time of the execution hereof, and further the LESSEE agrees to provide verification of the continued existence of said policy at any time as such may be requested by the LESSOR. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.
- h. The LESSEE shall maintain Liquor Law Liability Insurance in the amount of \$1,000,000.00 occurrence and \$2,000,000.00 aggregate. (If liquor License obtained)

21.2: The LESSEE further agrees to maintain any and all worker's compensation insurance in accordance with the Massachusetts General Laws and to provide the LESSOR with proof of same within thirty (30) days of the execution of this lease.

Town of Harwich
Town Administrator
732 Main Street
Harwich, MA 02645
Phone: 508-432-7513
Fax: 508: 432-5039

 **DRAFT**

LEGAL NOTICE
TOWN OF HARWICH
REQUEST FOR BIDS

SALE OF REAL PROPERTY ON 203 BANK STREET
TO A NON PROFIT ENTITY FOR CONSERVATION PURPOSES

The Town of Harwich is seeking sealed proposals for the sale of the land and building currently being used as the Harbor Master Maintenance Building and former Fire Station Building, Harwich, Massachusetts. Details of to be sold are shown on “Plan of Land in Harwich Massachusetts” prepared by the Harwich Engineering Department dated _____. All proposals and disposition of property shall be in accordance with Chapter 30 B, Section 16.

Plan and bid package are available at the Town Administrator’s Office 732 Main Street, Harwich, MA 02645 or by calling to request them at (508) 430-7513 from 8:30 AM to 8:00 PM on Mondays, 8:30 am to 4:00 pm Tuesday through Thursday, and 8:30 am to 12;00 noon on Fridays. Proposals may be submitted until _____ on _____ at which time all bid proposals will be publicly opened. All proposals must be submitted in duplicate and placed in one (1) sealed envelope clearly marked: “BID – Bank Street Land Disposition”.

The Town Administrator’s office shall facilitate the evaluation of the proposals, with staff, and shall make a recommendation to the Harwich Board of Selectmen, as the Awarding Authority.

The Town of Harwich reserves the right to reject any and all proposals when it is deemed to be in the best interest of the Town.

Christopher Clark
Town Administrator

Central Register: _____
Chronicle : _____, _____

NOTE: Must be published in Central Register at least 30 days prior to opening

Must be published in newspaper for two consecutive weeks with last publication at least 8 days before opening

Request for Bids

SALE OF VACANT LAND AND BUILDING LOCATED ON 203 BANK STREET

The Town of Harwich (the "Town") requests bids for the sale of A 2.06 acre parcel of land and building located at 203 Bank Street, Harwich, Massachusetts. The Town wishes this land to be conservation land, and not developed, so bidding is limited to nonprofit entities for conservation purposes. Details of land are shown on "Plan of Land in Harwich Massachusetts" prepared by the Harwich Engineering Department dated _____. Proposals shall be received no later than ____ on _____, 2018 in the Selectmen's Office, Harwich Town Hall, 732 Main Street, Harwich, Massachusetts 02645.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by M.G.L. Chapter 30B Section 5(f).

A. INSTRUCTIONS

1. Attention of all bidders is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. All bids shall be submitted to the Town Administrator's Office, Harwich Town Hall, 732 Main Street, Harwich, Massachusetts 02645 on or before the date and time stated in the Legal Advertisement.
All bids must be submitted in duplicate and placed in one (1) sealed envelope clearly marked: "BID – 203 BANK STREET LAND DISPOSITION".
3. Bids must be received per the time frame outlined in the Legal Advertisement. It is the sole responsibility of the bidder to insure that the proposal arrives on time and at the designated place.
4. Bids shall provide all the information required in this Request for Bids and the attached forms.
5. The proposals shall be opened publicly in the presence of one or more witnesses on _____. The Town Administrator's office shall facilitate the evaluation of the proposals, and shall make a recommendation to the Harwich Board of Selectmen as the Awarding Authority.
6. All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein. The bidder shall sign the bid form correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the

document.

7. It is understood that the organization's bid to the Town of Harwich shall remain valid for 90 days past the submission deadline, unless extended by mutual agreement.
8. It is understood that the organization has submitted the Bid in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Non-Collusion Certificate attached (Exhibit C).
9. The Town reserves the right to reject any and all bids if it is in the best interests of the Town to do so. The Town also reserves the right to waive any minor informality or omission required by the Town but not statute and may request bidders to provide supplementary information to assist the Town Administrator and Staff.
10. The attached Disclosure of Beneficial Interests Form must be filled out and submitted to the Division of Capital Asset Management (DCAM) prior to sale of land.
11. Any contract resulting from this RFB shall be awarded to the organization whose Bid is deemed to be the highest-priced bid from a responsive and responsible bidder.

BID FORM

The bidder agrees to enter into a Purchase Sale Agreement and pay the Town of Harwich the following amounts for the purchase of the Bank Street property shown on "Plan of Land in Harwich Massachusetts" prepared by the Harwich Engineering Department dated _____, 2018. The highest priced bid for each individual lot from a responsive and responsible bidder will be awarded the sale of the lot or lots.

The Town has determined the value of the property to be as follows (The Town will not consider bids less than the value stated below):

Bid Price for 203 Bank Street as shown on plan titled "Plan of Land in Harwich Massachusetts" prepared by the Harwich Engineering Department dated

_____ **Dollars**

(\$ _____) (Minimum bid of \$ _____)

Signature

Date Signed: _____

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes.

This statement is made under the pains and penalties of perjury this _____ day of June, 2013

Printed Name of Individual or Corporation:

Name and Title of Corporate Officer (if applicable):

Signature of Individual or Corporate Officer:

Social Security or Federal Identification Number:

CERTIFICATION OF NON-COLLUSION

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

Signed:

Printed Name:

Date: _____

Name of Business:

**DISCLOSURE STATEMENT
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by _____ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION:

- (2) TYPE OF TRANSACTION: Sale
- (3) SELLER: Town of Harwich
- (4) BUYER:

- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME	RESIDENCE
------	-----------

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

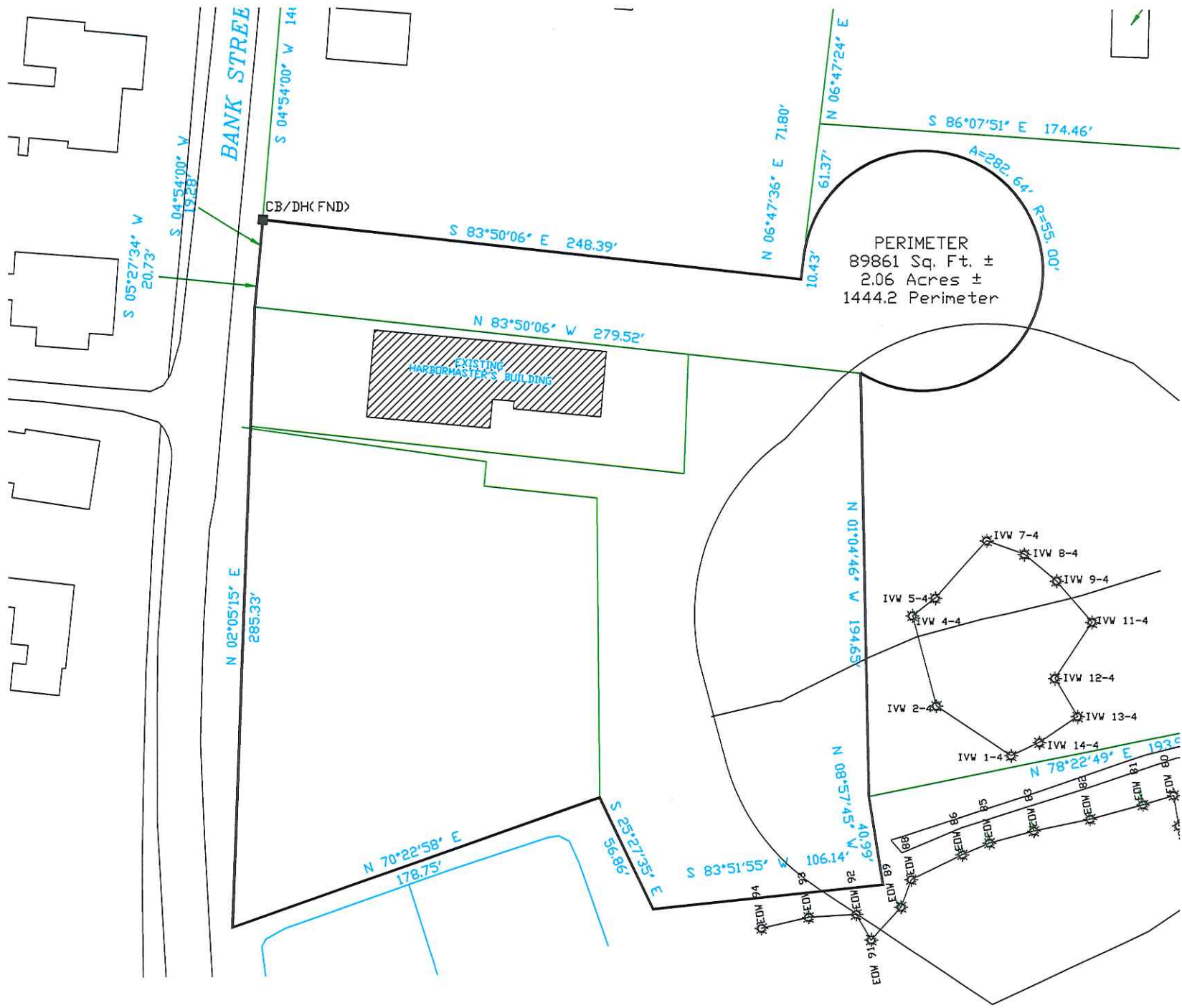
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition. The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:

Printed Name:

Title:

Date:



OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



To: Board of Selectmen

From: Christopher Clark, Town Administrator

Re: Weekly Report March 5 to March 30, 2018

Date: April 5, 2018

During the week of March 5, 2018 through March 9, 2018, I dealt with various personnel related issues. Worked with a Selectmen on warrant development. Monday included standard Board of Selectmen meeting preparation and attendance. Attendance at Wastewater Support Committee Meeting on Tuesday Morning with the applicable follow-up items. I also had meeting around Wastewater with both Health and Water Department including one on Friday afternoon. Wastewater also included coordination with CDM Smith on the four page hand out and the letter to residents. Various discussions on tax related topics. The continued warrant development was a continuous effort. Meetings with National Grid and Accela related issues. Time was dedicated to the Cape Cod Municipal Health Group (CCMHG) meeting on Wednesday morning. Discussions with the Harbormaster and Town Engineer on the Saquatucket Landside Project and Grant. Union Negotiations with the Manager's Union. Meetings on the Green Communities, Tax Title Examiner and the Local Reporter.

The week of March 12 through March 16 started with Warrant and Budget related meetings including an overview of the Budget with adjustments. Monday included the Board of Selectmen meeting preparation and attendance. Meeting with DPW on a flooding situation in a roadway. Discussion with Roman Greer on performance review and project. This week we had some snow and high wind related closings. Continued work on editing and revising the ATM Warrant. On Friday attended a meeting of the DHY Clean Water Community Partnership. I also met with Dave Young at CDM Smith on preparation for various articles.

The week of March 19 through March 23 included more meeting involving the Saquatucket Landside Project including septic related issues, Cold Brook and Grassy Pond and DPW related issues concerning vehicles. Monday included standard Board of Selectmen meeting preparation and attendance. Attendance at Wastewater Support Committee Meeting on Tuesday morning with the applicable follow-up items. I also had meeting around Wastewater with both Health and Water Department. Utility Public Hearing, Finance Director's performance review, monthly Town Administrator's Address. I met with the Finance Committee Chair and attendance at Finance Committee meeting. I did also participate in Meals on Wheels deliveries in the morning to be able to see the program personally. I also had a meeting with VHB on the sidewalk project from Saquatucket Harbor to Harwich Port. I also had a meeting with the Police Chief on various issues. During Thursday afternoon attended a Watershed Pilot

Project Workshop Meeting. During Thursday evening participated in a three Town Clean Water Community Partnership meeting in Dennis. Friday morning participate in and presented a portion of CCMHG presentation to Managers, Superintendents and Selectmen at the Cape Tech building. I stayed afterward to attend the CCMHG Steering Committee Meeting.

The week of March 26 through March 30 more meeting involving the Saquatucket Landside Project including Septic. Monday included standard Board of Selectmen meeting preparation and attendance. Participated in a department head performance evaluation. Discussion with Council on Aging Director on elder matters. Department Heads meeting on Tuesday morning. HEA negotiations were also conducted and another tentative agreement reached. Discussion on projects such as ADA Self Evaluation, Wastewater. Tuesday evening I returned to present the Golf Site Improvements project that was favorable received and then presented to the Finance Committee who was very supportive of just about all the Town Meeting Articles. Wednesday included negotiations with the Fire Union and SEIU Salary Survey presentation in the afternoon. Cape Tech School Building Committee meeting in the late afternoon. Saquatucket landside site visit and discussion. Meeting with Health and Town Clerk on various issues. Afternoon consisted of call and follow-up with MassDOT on Saquatucket Harbor to Harwich Port sidewalk. Conducted with CDM Smith a large meeting of stakeholders on the Grassy Pond and Cold Brook Projects.



**HARWICH
ASSESSORS
OFFICE**
508-430-7503

Memo

To: Sandy Robinson
Ann Steidel

From: Donna Molino

Date: April 4, 2018

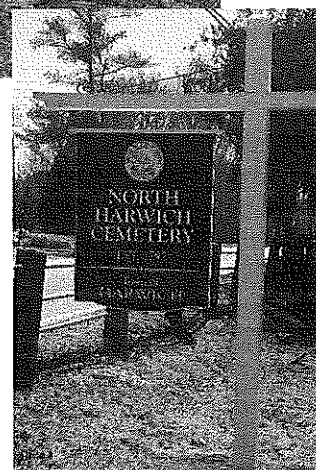
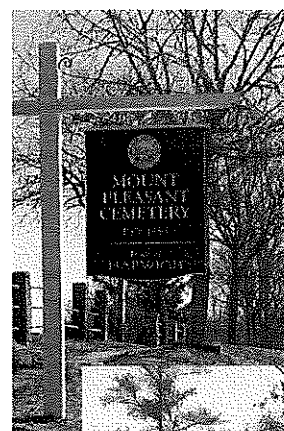
RE: Assessor's Department Weekly Report (w/e 3/31/18)

1. Prepared material for Board meeting.
2. Processed and reviewed abutter's lists.
3. Processed and reviewed weekly deeds.
4. Processed address changes.
5. Motor vehicle abatements.
6. Processed month end reports.
7. Trained staff inputting deeds and plans.

Cemetery Administrator's Weekly Report

Week ending March 23 & 30, 2018

- Cemetery Commission Meeting for March 20th was cancelled due to lack of quorum.
- Submitted Butterfly Garden grant for the Island Pond Cemetery Arboretum project to the Association for Butterflies. Work with Amy Usowski, Conservation Agent. Garden will be located at the entrance of the Cemetery on the right hand side as you drive in. Plantings to be included are Sweet Pepper Bush, Arrowwood Viburnum, Echinacea, Hyssop, Showy Goldenrod, Rudbeckia, Butterfly Weed, Purple Milkweed, Golden Alexander, Yarrow and New England Aster. Garden will be 13' x 25'.
- Island Pond Arboretum software update with Nick Tempe, Web Cemeteries. Went over 360 imaging to create street views for locating memorials, gardens and trees. Electronic Data Import from Cemetery Access database. Creating online inventory mapping system.
- Signs for North Harwich Cemetery and Mount Pleasant Cemetery have been installed. The Cemetery Commission is in the process of installing signs at all of the Town Owned Cemeteries, sign will include the date in which the Cemeteries were established.
- Meeting with Russ Norton of the Cape Cod Cooperative Extension, Horticulture & Agriculture Educator. We walked the Island Pond Cemetery property to view trees and areas where possible new plantings will be added. Russ will come back and do soil samples in the next few weeks. The Extension has Municipal Shade Tree farm and Amy Usowski, Jim Stratton, Cemetery Foreman and myself will be going to Barnstable to look at the tree available for planting in the cemeteries.
- Finance Committee Meeting on March 27th for the Pet Crematory. Prepared documentation on Pet Care Industry which is now a \$69.36 Billion industry. Overview on both Middleboro & Plymouth Crematories. Building floor plan, location on Pet Burial Ground property. Financial documents provided by Carol Coppola, Town Accountant on 10 and 20 year bonds. Pet Crematory Article vote was unanimously supported.
- West Harwich Baptist Cemetery meeting with Cemetery Crew and Pastor to go over tree removal after storm and additional trees that were diseased.
- Suffolk Certificate in Local Government Leadership and Management classes; March 23rd and 30th morning class with Professor Lavin on Administrative Strategies of Local Government and afternoon class with Professor Lynch on Public Policy and Citizen Engagement. Last class of the session will be on April 6th. The final session which is Human Resources will begin on April 20th and end on May 18th.



Respectfully Submitted
Robbin Kelley
Cemetery Administrator



TOWN OF

HARWICH

*732 Main Street
Harwich, MA 02645*

CONSERVATION COMMISSION

(508)-430-7538 FAX (508)430-7531

April 4, 2018

To: Harwich Board of Selectmen
From: Amy Usowski, Conservation Administrator

Weekly Report of the Conservation Department

- Met with potential applicants both in the office and onsite to discuss conservation issues on properties, visited sites currently under construction, issued permits, worked on meeting minutes.
- Conducted site visits in preparation for 4/4 Cons Comm meeting.
- Completed site summaries and Conservation Commission packets for 4/4 Cons Comm hearing.
- Had our AmeriCorps member cut down or hazard trees on conservation property trail as a result of this season's storms. We lost 12 trees on one 1 mile section of trail in the Bells Neck Conservation area alone.
- Worked with owners/contractors on determining and approving fixing of property and trees damaged during storms. The State has granted an extension for repair of damage due to the March storms until May 2 for work to be done within the buffer zone to wetlands without a permit, so long as the state and local conservation departments are notified. May people have taken advantage of this so far. Mostly tree damage, but foundation damage to a building on Pleasant Bay as well and to the pool deck at the Wequassett.
- Reviewed building and health permit applications to ensure they had nothing to do with Conservation.
- Assisted Cemetery Director with landscaping plans for the proposed Island Pond Arboretum and Butterfly Garden, as well as landscape plans for the new pet cemetery and crematory.
- Participated in Herring Count. Herring spotted at electronic counter in the Bells Neck on 4/3.
- Had planning meeting for 4th Annual Tour de Trash which will be on April 28th.
- Caught a violation on Bells Neck Road. Luckily only already downed trees had been removed at that point though there were many other live ones flagged for removal. Working with the owner.
- Planned for Arbor Day Seedling Giveaway (April 27th), Tour de Trash, and started getting Town Community Gardens ready for the season. They open up officially May 1.
- Attended joint meeting with the Town, HCT, and various state and federal agencies about the Cold Brook/Grassy Pond project.



Town of Harwich

COUNCIL ON AGING

Harwich Community Center ♦ 100 Oak Street ♦ Harwich, MA 02645
Tel: 508-430-7550 Fax: 508-430-7530

WEEKLY REPORT

TO: Chris Clark, Town Administrator
FROM: Judi Wilson, Director, Council on Aging
RE: COA WEEKLY REPORT - week ending March 30, 2018

In addition to our regular activities below is a summary of our work last week:

Programs/Service:

- Prepared and served 80 meals to seniors which included one Supper Club and 4 Senior Dining Lunches
- Conducted 20 nursing visits and appointments with clients to conduct assessments, provide care, and offer teaching to them and their caregivers and provided numerous follow-up communications with agencies, pharmacies, doctors, family members, and clients
- Served 11 clients at the weekly Wellness Clinic held at the Community Center
- Provided a BP Clinic and healthcare presentation at senior housing attended by 11 participants
- Facilitated the first of three sessions of "Senior Reflections: Loss" with 10 participants
- Submitted Caleb Chase application
- Assisted client with recertification of SNAP benefits
- Attempted special collaborative home visit with Health Agent to discuss sanitation issues with client
- Assisted clients in their homes, over the telephone, and in the office providing counseling regarding clutter/squalor, driver's license suspension, change of healthcare provider, medication issues, lock box, homecare services, financial assistance, and transportation needs

Administration:

- Worked extensively with MSC staff to develop format for migration of data from ServTracker to MSC in preparation for installation of new database program
- Hosted Harwich college student intern to introduce to field of aging
- Met with Town Administrator to prepare for Town Meeting article to assist vulnerable senior who lost health insurance due to ownership of unbuildable land and back taxes
- Commenced computer training for COA staff to develop technology skills
- Attended COAST meeting of Cape COA Directors
- Met with Accessibility Rights Committee to discuss upcoming grant funded review of town property for accessibility compliance and their need for additional committee members
- Applied for grant to fund half the cost of equipment for new fitness class being created to address fall prevention

Respectfully submitted,
Judi Wilson



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

DPW Activity for period of March 25, 2018 through March 31, 2018

Highway Maintenance

- 4 days of catch basin digging
- Trash picked up 3 days
- Continued tree and brush clean up from storms on public roads
- Cleaned up storm debris from Town buildings, parks and ball fields
- 2 days of catch basin repairs
- 2 days of turf damage repairs from winter plowing
- Received 25 work orders and cleared 25 work orders
- Started laying out drainage installations for planned roadwork
- Continued coordinating with RH White and National Grid

Vehicle Maintenance

- Performed three major services - COA van, Highway Department Unit 1, and PD G19
- Perform seventeen repairs on vehicles, small and heavy equipment
- Replaced radiator and hoses on Unit 27, catch basin cleaner
- Responded to one road call

Cemetery Maintenance

- Mark out for installation of new cemetery signs in Mt. Pleasant and N. Harwich Cemeteries and remove the old signs
- Spring cleanup in Kelley Cemetery
- Removal of diseased trees in Pine Grove Cemetery
- Continued removal of debris piles in all cemeteries.

Parks Maintenance

- Parks Foreman on medical leave – assigned Craftsman to assist Highway Department

Facility Maintenance

- Received 21 new work orders and completed 8 work orders from back log

- Began sheetrock in the Fire Department Headquarters upstairs laundry area
- Repairs and painting of the COA walls
- Testing LED lighting in the Cultural Center library area
- Attended the pre-bid meeting for the Library Preservation project

Disposal Area

- C&D: 15 loads, 243.41 tons
- MSW: 7 loads, 160.42 tons
- Recycling: 4 loads, 8.74 tons
- Vehicles Recorded: 5,864
- Revenue: \$38,577.20

Reception

- Telephone calls: 92
- Walk ins: 19
- Work orders processed: 49



TOWN OF HARWICH
FINANCE DIVISION
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504

Carol Coppola
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

Report of the
Finance Director/Town Accountant – Week Ending 3/30/18

Undertakings within the Finance Department during the past week include the following initiatives/tasks:

- Evaluation of Personnel with Town Administrator,
- Various human resource tasks,
- Internal audit – fire department payroll,
- Research deputy collector transactions,
- Additional work on warrant,
- Continued work on internal control documents,
- Analyze current year financials,
- Attend Clear Gov and Strategies for funding OPEB and Pensions webinars,
- Attend Finance Committee meeting,
- Meeting and discussion with Golf Dept re: inventory controls,
- Audit, process and approve payroll transactions,
- Audit, process and approve vendor transactions,
- Review and record cash receipts.

Sincerely,

Carol Coppola
Finance Director/Town Accountant



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., Chief of Department

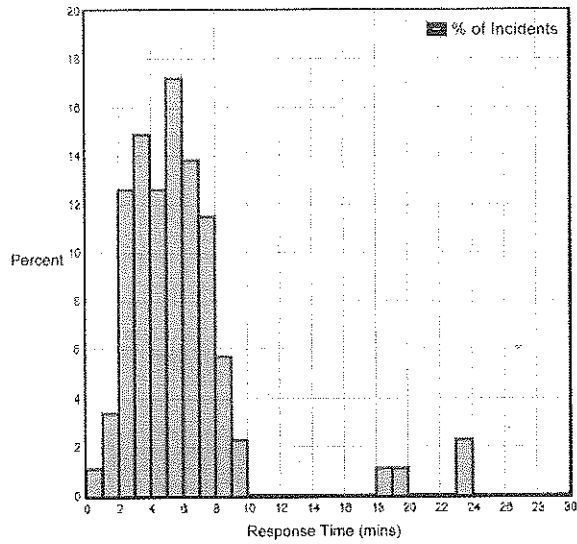
David J. LeBlanc, Deputy Fire Chief

Fire Prevention – Inspections March 25 - 31, 2018

Inspection Type	
Resale	5
Annual	4
Final	1
Lockbox	2
Liquid Propane	1
Oil Burner	1
Oil Tank	
Pre-Inspection	
Re-Inspection	2
Safety Inspection	
Town Hall – Plans (hours)	4
Town Hall – Meeting (hours)	.5
Tank Truck	1
Fire Drills	2
Joint Inspection	1

Incident Response Time Analysis
 Date Range 03/25/2018 to 03/31/2018
 Total # of Runs Fitting Criteria 87 runs
 Average Response Time 5.4 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	1	1.1%
1 mins	3	3.4%
2 mins	11	12.6%
3 mins	13	14.9%
4 mins	11	12.6%
5 mins	15	17.2%
6 mins	12	13.8%
7 mins	10	11.5%
8 mins	5	5.7%
9 mins	2	2.3%
10 mins	0	-
11 mins	0	-
12 mins	0	-
13 mins	0	-
14 mins	0	-
15 mins	0	-
16 mins	0	-
17 mins	0	-
18 mins	1	1.1%
19 mins	1	1.1%
20 mins	0	-
21 mins	0	-
22 mins	0	-
23 mins	2	2.3%
24 mins	0	-
25 mins	0	-
28 mins	0	-
27 mins	0	-
28 mins	0	-
29 mins	0	-
30 mins	0	-



Report Description

Back To Filters



Incident Type Report (Summary)
 From 03/25/18 To 03/31/18
 Report Printed On: 04/02/2018

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Cooking fire, confined to container (113)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Forest, woods or wildland fire (141)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
	2	2.70%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
EMS call, excluding vehicle accident with injury (321)	47	63.51%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle/pedestrian accident (MV Ped) (323)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries (324)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
	50	67.56%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gasoline or other flammable liquid spill (411)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
	2	2.70%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	3	4.05%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	3	4.05%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	2	2.70%	\$0.00	\$0.00	\$0.00	0.00%
	10	13.50%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Dispatched and cancelled en route (611)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	1	1.35%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	2	2.70%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	5	6.76%	\$0.00	\$0.00	\$0.00	0.00%
	9	12.16%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	74			Total Est. Loss:	\$0.00	

Search Criteria	
Dates	From 03/25/2018 To 03/31/2018 (mm/dd/yyyy)
Service	Harwich Fire Department
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All

Report Description

Weekly Report for Selectman

3/27-4/2

Golf Operations

- The golf course greens will open for the season on 4/4
- Golf carts will be available for season (weather permitting) beginning 4/6
- Successfully launched a new website for golf course – www.cranberryvalley.golf
- Currently booking tee times, selling and renewing memberships for 2018 season
- Early Membership Drive completed on 3/22 with success, registering over 300 members for 2018

Golf Course Infrastructure Project

- Received planning board approval of site plan/landscape plan on 3/27
- Building delivered by builder on 3/27
- Tentative plan to begin foundation on 4/16

Sandy Robinson

From: John Rendon
Sent: Tuesday, April 03, 2018 3:34 PM
To: Sandy Robinson; Ann Steidel
Cc: Michelle Morris; William Neiser; Heinz Proft
Subject: Harbormaster Department Weekly Report Mar 25-31

Operations:

- Finished clearing debris from the herring runs with the Natural Resources Department.
- Launched 77B at Long Pond to recover several large sections of dock frame/decking that had washed up on a private beach during one of the March nor'easters. Also located a dinghy that had been reported as missing. Dinghy was towed to Fernandez Bog ramp; owner was notified to recover.

Admin:

- Reached out to seasonal staff for availability for 2018 season & drafted summer employee schedule.
- Contacted Wildcare in Eastham regarding injured bird at Cahoon Landing, they responded to pick up the bird.
- Went to 30' Recreational waitlist with slip that was revoked for non-payment.
- Went to waitlist with open Round Cove Mooring Permit.

Meetings:

- Met with TA and Town Engineer to discuss SAQ Septic System contract.
- Met with rep from CC Construction and Town Engineer on plan for Septic System replacement project; will complete in 2 phases (spring & fall).
- Attended Dept Head meeting.
- Progress Meeting for SAQ Marina project; project is on target for opening marina for Memorial Day Weekend.
- Attended SEIU salary survey reviews with two Dept Heads.
- Progress Meeting for SAQ Landside project; conducted walk-thru with TA, IT Director, dept staff and contractor to review wiring/cable/phone/computer/VHF radio requirements.

Maintenance:

- Completed framing of a new public floating dock that will replace the old Wixon dock on the Herring River.
- Finished a thorough cleaning of 77C.

SAQ Dock Project:

- Last 8 west dock concrete floats delivered, hardware installed, connected and piles driven.
- Rebar installed for east end retaining wall construction; cueing area for passenger boats.
- Electrical wiring of Power Pedestals continues.
- Notified by BTT Marina that there will be a delay in the delivery of aluminum platforms for the ADA ramp system, will not be completed by Memorial Day weekend, approx 2 weeks delayed.
- Timber finger piers scheduled to arrive Wed, 4/5

SAQ Landside Project:

- Roof trim of HM office building complete, roof shingles scheduled for Thu, 3 Apr
- Concrete footings for HM garage/workshop foundation poured.
- Several windows installed for HM building.

John C. Rendon
Harbormaster
Town of Harwich

Sandy Robinson

From: Heinz Proft
Sent: Tuesday, April 03, 2018 1:22 PM
To: Ann Steidel; Sandy Robinson
Subject: Heinz -Natural Resources Weekly report of 4/3/18

Natural Resources Weekly report 04/03/18

- * Cleared fallen tree obstructing walking path near Herring Run fish ladder.
- * Wastewater Support Committee meeting at Town Hall.
- * Harwich Conservation Trust meeting at Town Hall with SMAST regarding Grass Pond and Cold Brook Nitrogen Attenuation project.
- * DMF Electronic fish counter installed at Johnson's flume fish ladder.
- * Eel ramp installed at Grass Pond.
- * Shellfish patrols on open days. Updated Shellfish information on Town Website. April OPEN days are WED, THR, SAT & SUN.
- * Pleasant Bay Alliance watershed workgroup meeting.
- * Began working on Harwich Aquaculture/Shellfish grant license permit application and regulations.
- * Walk through of Saquatucket Harbormaster & Natural Resources office project – in progress.
- * Assisted Dockhand in picking up wood decking planks from supplier for float project.
- * Will be out of the office remainder of week + next week. (vacation) – no weekly report until I return.

Heinz Proft
Nat. Resources Director

Memorandum from Charleen Greenhalgh
Town Planner
Town of Harwich

April 4, 2018

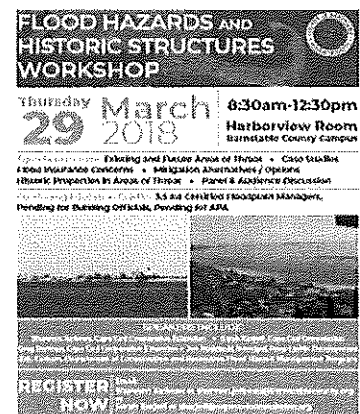
To: Christopher Clark, Town Administrator
From: Charleen Greenhalgh, Town Planner
Re: Weekly Report – Weeks of March 19 and 26, 2018

Week of March 19th - The week included, but was not limited to:

- Planning Board Preparation for March 27th meeting.
 - Prepared agenda (merged agenda from 3/13 as that meeting was canceled due to closure of Town Hall)
 - Reviewed past minutes
 - Prepared Staff Reports for new items on the agenda
 - Submitted legal notice for April 10th hearings and posted same
 - Prepared PowerPoint presentation for meeting
- Attended Station 2 meeting
- Prepared handout for Energy Committee on Green Communities and the warrant articles
- Attended weekly Community Development Meeting
- Met with two potential applicants on their projects
- Prepared a time line for the marijuana articles for the Finance Committee
- Attended Finance Committee meeting regarding marijuana articles
- Attended Golf Course Cart Barn on-site with contractor(s)
- Met with others, including abutters, realtors, etc., at the window to answer questions, review pending applications, etc.
- Reviewed other applications and signed off in Accela

Week of March 26th – The week included, but was not limited to:

- Meeting with Larry Cole, Energy Committee Chair
- Attended Department Head Meeting
- Meeting with Larry Brophy, Planning Board Chair
- Prepared for Planning Board Meeting
- Attended Planning Board Meeting
- Prepared Planning Board decisions
- Attended Historic Structures in Flood Plains Workshop in Barnstable...very good!
- Met with others, including abutters, realtors, etc., at the window to answer questions, review pending applications, etc.
- Reviewed other applications and signed off in Accela





HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541

Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 3/25/18 THROUGH 3/31/18

PATROL

- 300 Calls and patrol-initiated activity logged
 - 10 arrests
 - 1 Protective Custody (alcohol)
- 27 motor vehicle stops resulting in:
 - 16 Verbal warnings
 - 10 Written warnings
 - 1 Investigation
- 6 Motor vehicle accidents investigated

SRO

- Classroom security audits and safety presentations continue at Monomoy High School and Elementary School



TOWN OF HARWICH

OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL. 508-430-7501 FAX. 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Weekly Report to the Board of Selectmen

Week ending March 31, 2018

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

Weekly collections 3/18-3/24

Tax/Water Collections:	\$1,089,078.35
Departmental turnovers:	\$981,566.00
Total:	\$2,070,644.35

Weekly Disbursements 3/18-3/24

Accounts Payable	\$5,879,519.69
Payroll (week ending 3/24/18)	\$304,592.40
Total:	\$6,184,112.09

Respectfully submitted,

Amy Bullock, Treasurer/Collector



Harwich Water Department Weekly Activity Report

Dan Pelletier, Superintendent

For Week Ending: March 31, 2018

Quick Stats

Please see the following highlights from the previous week:

- Complete Utilite Panel installation @ Station 9, break down & move staging to Station 8 & begin installation
- Install new J-box @ stations 4 & 5 for new well level probes
- Repair service leaks @ 808 Rt. 28 & Wooncepit Rd
- Dewater drainage @ town dump
- Water Service installation @ 26 Ocean Ave
- CL2 feed pump repairs
- Wastewater meeting with TA, Health, & Natural resources to prep for East Harwich community meeting
- Meeting with Water Commission Chair
- Lower county project- Advertise on COMMBUYS, Central Register, & Local paper
- Replaced gate valve operating nuts- various locations
- Conference call W/ MassDEP regarding vernal pool monitoring & mitigation credits for WMA Permit
- Water Commission Meeting 3.28.2018

Ongoing/Upcoming Items:

- Compile 10 years of Pumping, precipitation, & monitoring data for DEP – Well 11
- Annual Statistical Report
- National Grid Crossover project bid preparation
- East Harwich Community Wastewater meeting 4/19/18
- Install Utility ceiling panels @ Station 8
- Wireless Communications RFP prep
- Lower County Pre-Bid meeting 4/20/18
- Quarterly Billing proposal & info BOWC 4/20/18 @ 7AM

20	+4.69%	+14.09%
*Water Samples Taken	Weekly Change in Pumping	YTD Change in Pumping

*Off-season bacteria sampling is reduced to the first and last week of each month

Activities Last Week

Final Read	2	Seasonal Turn On/Off	38
Leak Investigation/Repairs	3	Service Repairs	3
Markouts	13	Site Visits	4
Meter/Mtr. Head Replacement	9	Water Service Renewal	1

Activities Statistics

	<u>2017</u>	<u>2018WTD</u>	<u>2018YTD</u>
Curb Stop Repair/Renewals	5	0	0
Final Read for Property Transfer	394	2	57
Frozen Water Meter/Services	2	0	16
Hydrant Maintenance/Repairs	1	0	0
Hydrant Installation/Replacement	2	0	3
Markouts	365	13	84
Meter Replacement	461	7	55
Meter Installation <i>new accounts</i>	39	0	7
Seasonal Turn On/Off	1126	38	267
Water Main Repairs	5	0	2
Water Service Installation <i>new</i>	40	0	4
Water Service Renewal	47	1	3
Service Repair/Site Visit <i>general</i>	194	12	85



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR JULIAN CYR
Cape and Islands District

STATE HOUSE, ROOM 218
BOSTON, MA 02133-1054
TEL: (617) 722-1570
FAX: (617) 722-1271

JULIAN.CYR@MASENATE.GOV
WWW.MASENATE.GOV

Chair
COMMUNITY DEVELOPMENT
AND SMALL BUSINESSES

Vice Chair
JOINT COMMITTEE ON ELDER AFFAIRS
JOINT COMMITTEE ON ARTS, TOURISM
AND CULTURE

JOINT COMMITTEE ON HOUSING
JOINT COMMITTEE ON PUBLIC HEALTH
JOINT COMMITTEE ON MUNICIPALITIES
AND REGIONAL GOVERNMENT
JOINT COMMITTEE ON CHILDREN, FAMILIES
AND PERSONS WITH DISABILITIES
JOINT COMMITTEE ON ENVIRONMENT,
NATURAL RESOURCES AND AGRICULTURE

March 12, 2018

Harwich Town Hall
Attn: Board of Selectmen
732 Main Street
Harwich, MA 02645

Dear Selectmen,

I was proud to represent Mr. Marceline in the Massachusetts Senate, and I know that he was close friend to many in Harwich. He was an extraordinary person who made a substantial difference in the lives of many, and served his country and community with distinction.

Today the Massachusetts Senate adjourned in memory Jimmy – enclosed is a copy of the order. I thought you would like a copy.

I send my best intentions and thoughts to his children and whole family. I have also sent a copy of this adjournment order to his daughters.

Best wishes,

A handwritten signature in blue ink that reads "Julian Cyr". The signature is written in a cursive style with a large, sweeping initial 'J'.

The Commonwealth of Massachusetts

JOURNAL OF THE SENATE



Adjourn In Memory of James "Jimmy" Marceline

The Senator from Cape and Islands, Mr., Cyr, moves that when the Senate adjourns today, it adjourn in memory of James "Jimmy" Marceline of Harwich. James "Jimmy" Marceline of Harwich passed away on January 28, 2018 at the age of 92.

Born and raised in Harwich, Mr. Marceline was a decorated veteran of World War II who was held as a prisoner of war during his service in the U.S. Army. Like many of his generation, upon returning home, he got to work, married, and raised a family.

Mr. Marceline became one of Harwich's largest landowners, and he founded his own company, Marceline Salvage and Trucking. In 2005, Mr. Marceline was one of the first to be inducted into the Harwich High School Hall of Fame for his record as a strong supporter of the Harwich school system, role in opening the Cranberry Valley Golf Course, and his work creating the Cape Cod Regional Technical High School. The Technical High School was built on land owned by Mr. Marceline, which he sold to the new school district at a severely discounted rate. "There wouldn't be a Cape Cod Tech and we wouldn't be talking about a new Cape Cod Tech in 2020 without James Marceline," said Superintendent Robert Sanborn. Mr. Marceline was a relentless advocate for the less fortunate, and for the creation of affordable housing for families. At Harwich annual town meeting, and as a member of countless town boards, he always respectfully made his voice heard. And he practiced what he preached personally, building a number of homes on his property which he rented to locals at affordable rates. When Mr. Marceline found that Harwich students needed computers to thrive in the modern world he led the effort to call a special town meeting to purchase them for the schools.

He was the loving husband of the late Elizabeth M. "Lillian" Marceline, a father of five children, grandfather of nine, and great-grandfather of four.

Mr. Marceline is remembered for his passion for local government, community involvement, and making a true difference for his town and country. He has been described as Harwich's most revered citizen, and will be missed by many. May he rest in peace, having lived a full life and leaving a remarkable legacy.

Accordingly, as a mark of respect in memory of James "Jimmy" Marceline, at four minutes before twelve o'clock P.M., on motion of Mr. Tarr, the Senate adjourned to meet again on Thursday next at eleven o'clock A.M.

MONDAY, MARCH 12, 2018