

SELECTMEN'S MEETING AGENDA*

Executive Session 5:30 P.M.

Regular Meeting 6:30 P.M.

Monday, April 12, 2021

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – PLEASE READ

1. First, send an email to: comment@town.harwich.ma.us (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak, your name”
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.
Use *6 to mute and unmute your phone
When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Board of Selectmen - Regular Meeting
Monday, April 12, 2021 6:30 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/473151069>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 473-151-069

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Executive Session pursuant to G.L. c. 30A, §21(a) (3) to discuss litigation strategy with respect to the case of 3137, LLC, et al. (Ember and Port) v. Town of Harwich, et al., United States District Court, C.A. No. 1:21-CV-10473, if discussing the matter in open session will have a detrimental effect on the Town's litigating position and the chair so declares.
- B. Executive Session pursuant to G.L. c. 30A, §21(a) (3) to discuss litigation strategy with respect to the case of Ember Pizza, Inc., and The Port Restaurant and Bar, Inc., v. Town of Harwich, et al., et al., Superior Court Department Civil Action No. 2172CV00112, if discussing the matter in open session will have a detrimental effect on the Town's litigating position and the chair so declares.
- C. Pursuant to MGL,c.30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community

V. **PUBLIC HEARINGS**

- A. Discussion and possible vote to continue until Monday, April 26, 2021 at 5:30 P.M. - Ember Pizza, 600 Rt. 28 – Public hearing on applications for renewal of the Seasonal All Alcoholic Beverages License and the Annual Entertainment License; discussion and vote and public hearing on reconsideration of January 24, 2021 decision to renew the Annual Wine and Malt Beverage License for said premises; discussion and possible vote to order discipline based on Town Administrator's February 8, 2021 findings and recommendations.
- B. Discussion and possible vote to continue until Monday, April 26, 2021 at 5:35 P.M. - Port Restaurant and Bar, 541 Rt. 28 - Public hearing on applications for renewal of the Seasonal All Alcoholic Beverages License and the Seasonal Entertainment License; discussion and possible vote to order discipline based on Town Administrator's February 8, 2021 findings and recommendations.

VI. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VII. **CONSENT AGENDA**

- A. Vote to approve an application from Monomoy Regional High School Visual and Performing Arts Department for Senior Arts Night - Art Walk and Concert. Date: May 13, 2021 5:00 PM – 8:00 PM (Rain Date Thursday, May 20, 2021) per stipulations and guidelines as stated in the packet.

VIII. **NEW BUSINESS**

- A. Discussion and vote to affirm the Town Administrator’s appointment of Jonathan D. Idman as Director of Planning and Community Development
- B. Discussion and possible vote to approve Board of Selectmen meeting minutes for March 24, 2021
- C. Discussion and possible vote to approve the 2021 Long Pond Bass Tournaments
- D. Discussion and possible vote to declare approximately 10,000 cubic yards of dredged material from Allen Harbor and Saquatucket Harbor entrance channels as surplus and available for sale in accordance with MGL Chapter 30B.
- E. Discussion and possible vote – 2021 Seasonal Common Victuallers License Renewal
 - 1. Belmont Condominium Trust DBA Belmont Beach Club – 1 Belmont Road
- F. Discussion and possible vote – 2021 Seasonal Entertainment License Renewal
 - 1. Belmont Condominium Trust DBA Belmont Beach Club – 1 Belmont Road – Friday & Saturday 5PM – 10PM Inside and Outside – Recorded or Live Music with amplification and dancing
 - 2. Wychmere Functions LP DBA Wychmere Beach Club – 23 Snow Inn Road – Monday through Saturday 11AM – 1AM Inside, 11AM – 10PM Outside and Sunday 11AM – 1AM Inside and 11AM – 10PM Outside

XI. **OLD BUSINESS**

- A. Ongoing discussion – Comprehensive Wastewater Management Plan (CWMP)
 - a. CWMP Revision - Update Discussion
- B. GHD SewerCAD Modeling Update
 - a. Pump Station Discussion

X. **CONTRACTS**

- A. Discussion and possible vote to authorize the Chairman of the Board of Selectmen to execute Change Order #2 with Bowditch Excavating, Inc. for the Cranberry Valley Golf Course Clubhouse Entrance Landscape Improvement Project for \$16,000.00.
- B. Discussion and possible vote for the Board of Selectmen to execute contract with Commercial Electrical Solutions, Inc. for the Cranberry Valley Golf Course Cart Barn Electric Charger Grid Installation Project for \$34,200.00.

XI. **TOWN ADMINISTRATOR’S REPORT**

XII. **SELECTMEN’S REPORT**

XIII. **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:

Patricia Macura, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
April 8, 2021

WEEKLY BRIEFING



Town of Harwich Board of Health

732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

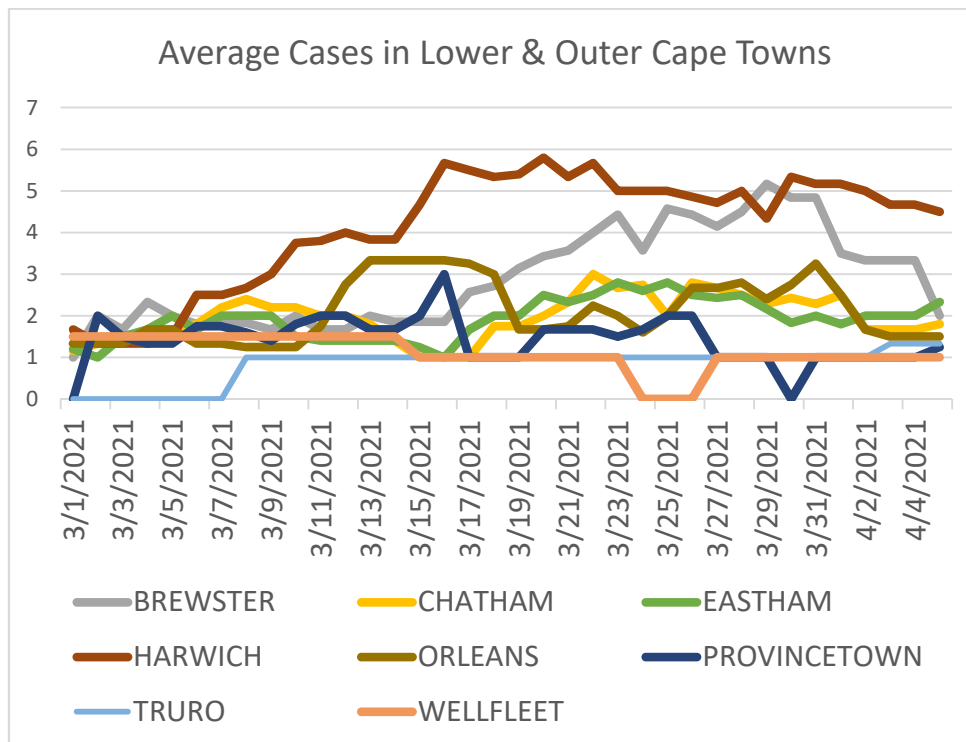
April 9, 2021

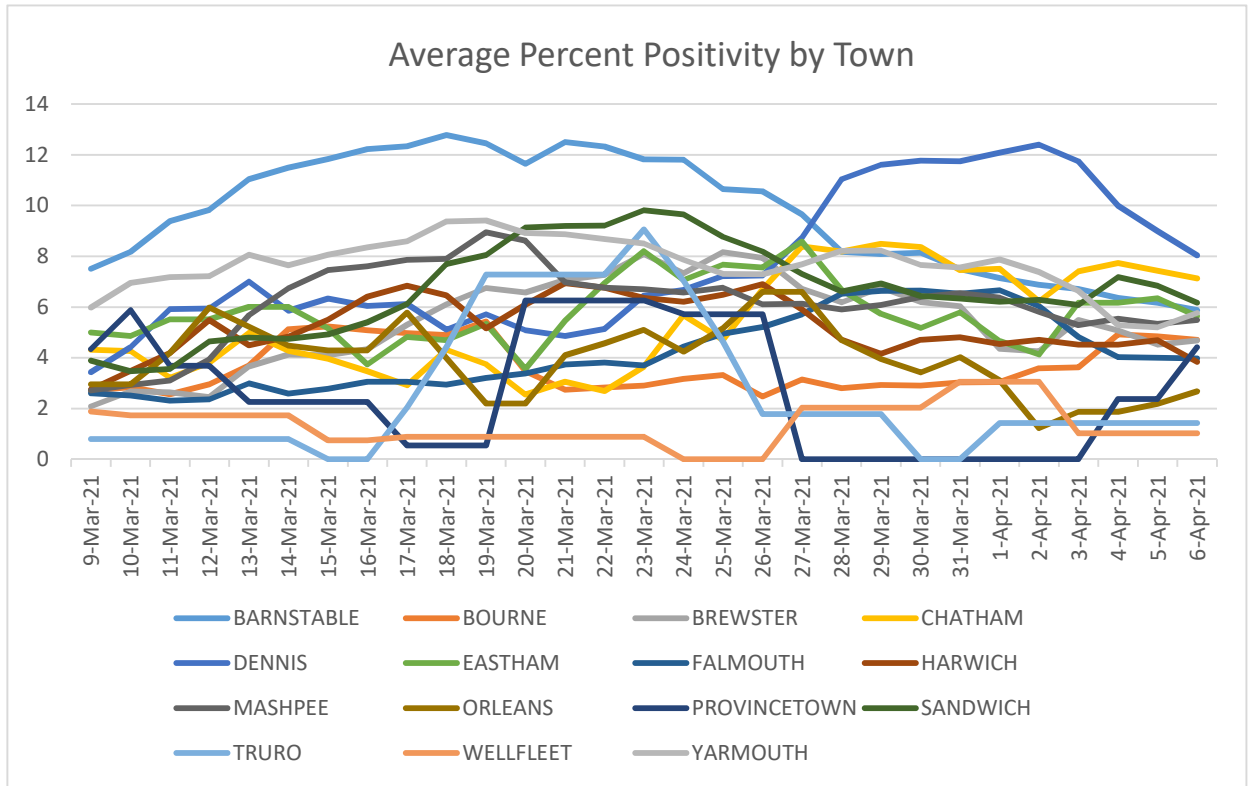
Weekly COVID-19 Update

CASES & STATISTICS

To date, Harwich has seen a cumulative total of 686 cases of COVID-19. We are currently following 53 active cases. The positivity rate has decreased to 4.98%, which moves us down to the “Yellow” designation. Over the last two weeks, the Town has seen 60 positive cases out of 1204 total tests.

Positive Cases in Towns by Week																
Dates	Barnstable	Bourne	Brewster	Chatham	Dennis	Eastham	Falmouth	Harwich	Mashpee	Orleans	P-Town	Sandwich	Truro	Wellfleet	Yarmouth	
2/22-28	70	23	3	5	7	6	30	5	20	4	0	42	0	1	31	
2/ 1-7	123	27	9	11	9	4	38	5	13	4	7	24	0	3	40	
2/8-14	211	24	13	7	26	7	26	23	32	10	5	27	2	3	59	
3/15-21	299	26	25	7	20	7	43	32	46	7	5	69	4	1	91	
3/22-28	248	46	27	15	65	15	111	30	50	14	1	52	1	1	75	
3/29-4/4	128	44	20	10	66	8	90	28	38	6	3	64	4	2	59	
4/5-7	44	15	5	2	8	2	18	11	15	3	4	13	2	0	22	





VARIANTS

Harwich was alerted this week that the state has identified the first cases of both the B.1.1.7 and P.1 variants.

COUNTY	B.1.1.7	P.1	Total
BARNSTABLE	25	44	69
BREWSTER	2	3	5
DENNIS	5	4	9
EASTHAM	1	0	1
FALMOUTH	1	1	2
HARWICH	3	1	4
MASHPEE	0	1	1
ORLEANS	0	2	2
SANDWICH	1	2	3
YARMOUTH	11	15	26
Total	49	73	122

*Number of COVID-19 variants of concern identified by town.
(Towns not listed do not have any variants identified to date)*

The B.1.1.7 variant is known to spread more easily, and has caused a rapid surge of cases in the UK, several other countries, and in parts of California, Florida, and Massachusetts. Two other variants of concern are the B.1.351 originally found in South Africa, and the P.1 variant, which originated in Brazil. To date, Harwich has not identified any cases of

B.1.351. The best defense against a rapid rise in cases from variants of concern is to prevent the spread of COVID-19.

New information from CDC shows that improving the fit and filtration of masks helps reduce the spread of the virus. Mask fit can be improved by using a mask with a nose wire and by using a mask fitter or by knotting the ear loops and tucking the sides. Mask filtration is improved by using multiple layers.

Other critical public health measures to help prevent the spread of COVID-19 include social distancing, avoiding groups, staying home when you are sick, getting tested if you have symptoms or are identified as a close contact of someone with COVID-19, and getting vaccinated when it is your turn.

VACCINE

A total of 4,401 full time Harwich residents have been fully vaccinated, and 6,791 individuals have received at least one dose.

Age	Population Size	Individuals with at least one dose	Fully Vaccinated Individuals	Partially Vaccinated Individuals
0-19 Years	1,993	58	0	43
20-29 Years	1,055	270	116	154
30-49 Years	2,146	940	451	489
50-64 Years	3,012	1,652	747	905
65-74 Years	2,551	2,095	1,578	517
75+ Years	1,833	1,776	1,509	267
Total	12,589	6,791	4,401	2,375

On Thursday April 15th a closed vaccination clinic will be held at the Harwich Community Center. This clinic is a collaboration between Outer Cape Health Services, Harwich Fire, and the Harwich Health Department. This clinic is being held for members of the “Certain Workers” designation identified by the state. We have contacted all permit holders, and scheduled them for this closed clinic. We have approximately 220 individuals signed up.

The “Certain Worker” designation includes:

- Restaurant or cafe workers (Cooks, servers, maintenance staff, managers, cashiers)
- Food, meatpacking, beverage, agriculture, consumer goods, retail, or food service workers (All staff involved in the production, processing, storage, transport, wholesale and retail sale, preparation, and service of food and consumer goods, including farm and other agricultural workers, including farm stand and nurseries)
- Grocery and convenience store workers (Cashiers, baggers, stockers, managers, maintenance staff, security staff, delivery workers, including paid shoppers)

- Food pantry workers or volunteers
- Medical supply chain workers (Workers directly involved in the manufacturing and production, packaging, transport, quality control, and sale of materials critical to the delivery of medical care)
- Vaccine development workers (Workers directly involved in research, development, manufacturing and production, packaging, transport, quality control, and sale of vaccines (COVID-19 and others))
- Transit/transportation workers (Drivers/operators, attendants, sales, administrators, security, maintenance staff, public and private bus, train/subway, passenger boat/ferries, passenger air, and automobile (including rental car, car service/limousine, taxi, and ride apps) transportation, bridge and road construction and maintenance workers, shipping port and terminal workers, commercial transportation, postal and package delivery workers)
- Public works, water, wastewater, or utility workers (Utility: Electrical generation and supply system, natural gas delivery, nuclear power plant, water supply, telephone, cable/fiber optical/broadband/cellular service workers Public works including street repair, street lighting, public park, beach, and trail maintenance workers.)
- Sanitation workers (Drivers, solid waste handlers, recycling staff, street cleaners, sewer and storm water system workers, janitors, housekeepers)
- Public health workers Public-facing federal, state, and local governmental public health workers
- Court system worker (judges, prosecutors, defense attorneys, clerks), other than court officers who are listed under first responders (Criminal court workers, including judges, prosecutors, public defenders, private defense attorneys, clerks, maintenance workers)
- Funeral directors and funeral workers (Funeral directors/morticians, other funeral workers (funeral home staff, drivers, maintenance workers, cemetery workers, funeral cosmetology workers))

Public clinics can be Pre-registered for to receive a vaccination at <https://www.mass.gov/info-details/preregister-for-a-covid-19-vaccine-appointment>.

Currently eligible participants can sign up for a vaccine at <https://vaxfinder.mass.gov/>.

TESTING

For free testing at Outer Cape Health, please call [508-905-2888](tel:508-905-2888) to make an appointment.

Testing is still available in other locations 7 days per week through Cape Cod Healthcare. Call the Community Testing Line at 508-534-7103 to make an appointment.

REMINDER

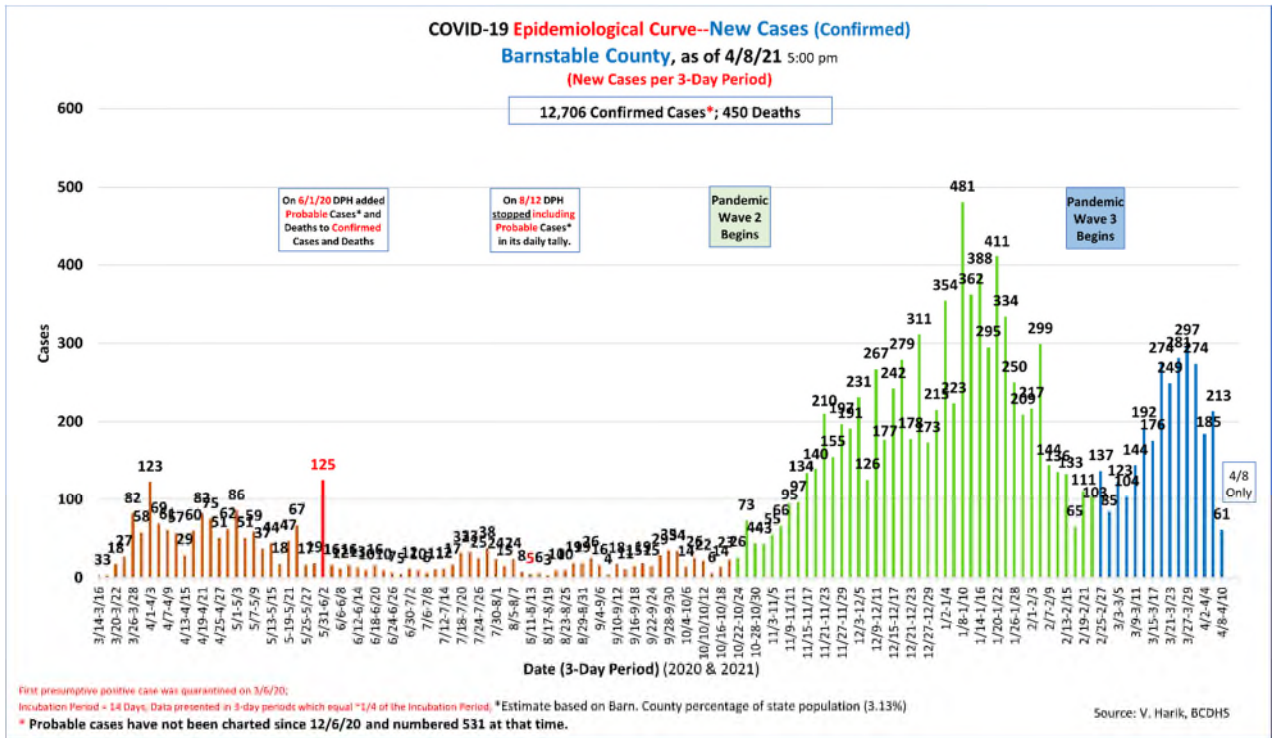
Please continue to maintain social distancing, mask use, and good hand hygiene. We need to work together as a community to minimize the spread!

Stay Safe!

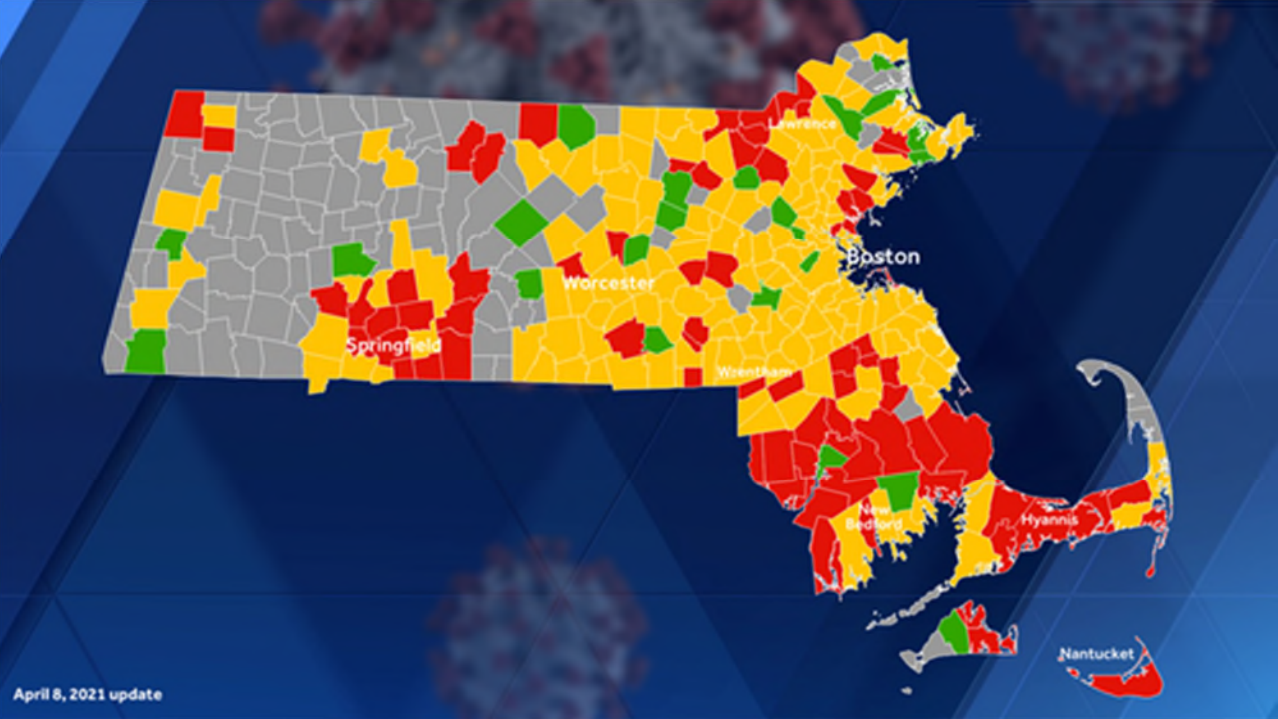
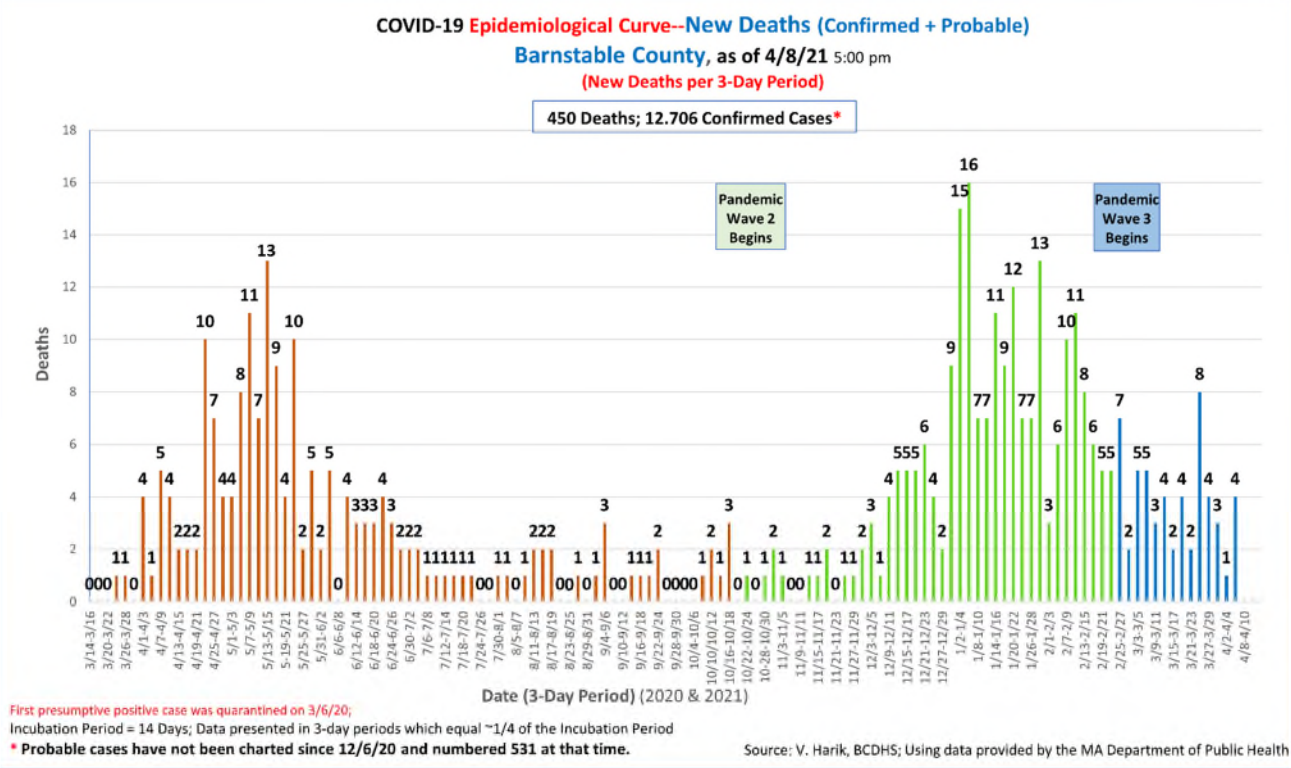
~Dr. Katie O'Neill

Health Director

4/9/21: Barnstable County and Regional COVID-19 Update



Hospitalizations, Last Report:		Not Cumulative		Cumulative		3-Day Avg. of Persons in Hosp. (Med/Surg + ICU)	ICU Percent of Beds Occupied
		Hospital Beds Occupied (Last Report)	ICU Beds Occupied (Last Report)	Barnstable County Cases (Confirmed)	Barnstable County Deaths		
4/8/2021	Cape Cod Hospital	16	2	12,706	450	29.0	16%
	Falmouth Hospital	5	2				
		21	4				



PUBLIC HEARING

PUBLIC HEARING

Town Administrator recommends the Public Hearing for Ember Pizza be opened to be continued until Monday, April 26, 2021 at 5:30 P.M

PUBLIC HEARING

Town Administrator recommends the Public Hearing for Port Restaurant and Bar be opened to be continued until Monday, April 26, 2021 at 5:35 P.M

PUBLIC
COMMENTS /
ANNOUNCEMENTS

CONSENT AGENDA

Monomoy Regional High School

Senior Arts Night, 2021

Description: Monomoy Regional High School Senior Arts Night is a culminating event where our senior visual and performing artists showcase their work and talent before they graduate from high school.

We are modeling this year's Senior Arts Night based on the Harwich Stroll, so that we can safely follow the COVID 19 guidelines by maintaining social distance and avoiding large group gatherings indoors. To accomplish this, Visual artists will host their own display stations outside on the sidewalks in Harwich Port center, spanning from Sativa to Heather's Hairport. Performing artists will perform at a single location beside the Chamber of Commerce. To avoid large gatherings, performers will complete several of the same sets at different times during the event, so we can maintain fluidity.

Date: May 13th, 2021

Rain Date: May 20th, 2021

Event Time: 5:00PM-8:00PM

Set Up: 4:00 PM

Break Down: 9:00PM

Location: Harwichport Main Street

VISUAL ARTS

Senior Visual Artists will set up their tables/displays on sidewalks in front of local businesses, spanning from Sativa to Heather's Hairport. Artists will secure permission from the business owners prior. Artists will be instructed to choose spaces appropriate for social distancing and sidewalk accessibility. **We estimate 15 tables which we will provide.** *(We feel this is a great opportunity for collaboration/sponsorship, and it can bring in customers to jumpstart the season!)*

PERFORMING ARTS

Live performances will occur in the parking lot beside the Chamber of Commerce, in a similar way performers were set up for the Harwich Port Strolls, but with distancing restrictions. Our other option would be Brooks Park with the bandstand.

Performance Needs: Access to electrical outlets

Parking lot roadblock/cones



FORM #7

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

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

OTHER

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

NAME OF BUSINESS Monomoy Regional High School PHONE _____

BUSINESS ADDRESS Visual and Performing Arts Dept.

MAILING ADDRESS 75 OAK STREET
HARWICH, MA 02645 MY CELL 774-212-0467

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED

Senior Arts Night Art Walk
and Concert in Harwich Fort

*ALTERNATE CONCERT VENUE OF BROOKS PARK
DUE TO CURRENT COVID PROTOCOLS IF THAT
IS A BETTER OPTION

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

DATE Thursday, MAY 13 - Rain date Thurs MAY
TIME 5:00 - 8:00 PM (3:30 set up) 20TH

ROUTE/LOCATION

Main Street - HARWICH FORT for visual artists
CHAMBER of COMMERCE lot for music performance
or BROOKS PARK

(please use reverse side if necessary)

Richard
Signature of Applicant

HS MUSIC DIRECTOR
Title

Social Security Number of Federal Identification Number

451833513
Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

MEMORANDUM

TO: Board of Selectmen

FROM: Kevin M. Considine 
Deputy Chief of Police

DATE: March 31, 2021

SUBJECT: Application for License / Permit
Senior Arts Night Art Walk

The Police Department has no issues with this event. There are two areas for the event organizers to be aware of:

1. Setting up the tables to ensure sidewalk accessibility is important to avoid blocking the sidewalks while keeping enough room in front of tables for event attendees to gather without blocking the sidewalk. If tables are on or too close to sidewalks, others walking on sidewalks will be forced go out onto Rt. 28 to pass by a table, causing a safety issue.
2. The event coordinator should get in touch with the Department of Public Works a couple of weeks prior to the event to arrange for barricades or cones for School House Lot (the potential location for a music performance).

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

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

K.m.a.l. 3/31/01
Police Department Date

Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date

Fire Department Date

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

For Office Use Only

FEB _____ CASH _____ CHECK _____

TOR _____

REVIEWED BY _____

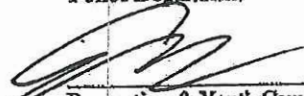
DATE LICENSE ISSUED _____

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

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

Police Department _____ Date _____

Building Commissioner _____ Date _____

 3/30/21

Recreation & Youth Commission _____ Date _____

Board of Health _____ Date _____

Fire Department _____ Date _____

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

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

Patti Macura

From: Eric Beebe
Sent: Tuesday, March 30, 2021 3:54 PM
To: Patti Macura
Subject: RE: 5.13.21 - Event - Sr. Arts Night - Art Walk & Concert

Hi Patti, the Harwichport location looks good to me....but if they want to use Brooks for the event or for a back up location, they have to fill out a facility use request form that is on the rec website so we can cross reference it with other events scheduled at the park

Thanks,
Eric

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

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

Police Department Date



Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date

Fire Department Date

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

For Office Use Only

PAY _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

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

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

Police Department _____ Date _____

Building Commissioner _____ Date _____

Recreation & Youth Commission _____ Date _____

Matthew O'Neill _____ *4/11/21*
Board of Health _____ Date _____

Fire Department _____ Date _____

*** COVID standards must be met. Emailed Comments ***

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

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____



Adherence to all current COVID-19 requirements and standards for performances and events is required. Current standards can be found at <https://www.mass.gov/info-details/safety-standards-and-checklist-theaters-and-performance-venues> and <https://www.mass.gov/info-details/safety-standards-and-checklist-indoor-and-outdoor-events>. Please contact the Health Department a minimum of two weeks prior to the event to discuss compliance at either (508)-430-7509, or Health@town.harwich.ma.us. Any event over 50 individuals needs to be reported to the Health Department.

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


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

Police Department Date

Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date

 March 31, 2021

Fire Department Date

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

For Office Use Only

FEE _____ CASH _____ CHECK _____

TOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645

April 6, 2021

Ronald S. Leidner
Hot Stove, Inc.
27 Gorham Road
Harwich Port, MA 02646

Dear Mr. ^{Ron} Leidner:

This letter serves to inform you that the Town, acting through the Board of Selectmen and by the Town Administrator as the Chief Procurement Officer, is exercising its right to reject any and all proposals received relative to the "Request for Proposals for leasing the Restaurant and Bar Concession at the Cranberry Valley Golf Course located at 183 Oak Street, Harwich, Massachusetts" issued by the Town on February 4, 2021. The Town does so as it deems this action to be in the best interests of the Town.

The Board has authorized me to submit the enclosed lease agreement to you to be effective upon execution and terminating on December 31, 2021 for the terms and conditions contained within it.

As I stated to you last week during our meeting, the Town welcomes the opportunity to continue to work with you for the shared benefit of the golfers and patrons at Cranberry Valley Golf Course for another golf season.

Please review and sign the attached document at your earliest convenience. If the document is returned to the Administration Department at Harwich Town Hall before the close of business on Thursday, April 8, 2021 the Board will discuss this agreement at their next meeting on Tuesday, April 13, 2021 and take any action including acceptance of the terms and endorsing the agreement.

The Board is also prepared to act on the seasonal liquor license renewal application at that meeting as well.

Thank you for your attention to this matter.

Sincerely,

Joseph F. Powers
Town Administrator

Cc: Roman Greer, Director of Golf Operations

AGREEMENT OF LEASE

This AGREEMENT OF LEASE, made and entered into on this 13th day of April, 2021, by and between the **TOWN OF HARWICH**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, by its **BOARD OF SELECTMEN**, with offices at 732 Main Street, Town Hall, Harwich, Massachusetts 02645, hereinafter called the **LESSOR**, and Ronald S. Leidner D/B/A Hot Stove, Inc., hereinafter called the **LESSEE**.

WHEREAS, the LESSOR, as owner of a golf course known as the **Cranberry Valley Golf Course** located in the Town of Harwich, Massachusetts, is seeking a LESSEE to operate a food and bar service at said golf course that can serve the golfing community and the general public in a pleasing, efficient manner; and,

WHEREAS, the LESSEE is desirous of leasing a portion of the clubhouse building to operate said space as a restaurant for the duration of the 2021 golf season,

NOW THEREFORE, the parties agree as follows:

1. PREMISES

1.1: The premises are located at the end of the main foyer of the clubhouse at Cranberry Valley Golf Course at 183 Oak St., Harwich, Massachusetts, and shall consist of the dining room, bar, kitchen, storage room as described in Appendix A. The restaurant accommodates approximately 55 patrons indoors if flatware is used and 96 patrons indoors if paper or plastic is used.

1.2: The Foyer is not part of the leased premises.

1.3: For the purpose of this lease, the Women's Restroom and Men's Restroom located on the first floor of the aforementioned clubhouse, as well as the rear deck and golf course, shall be considered common areas and the LESSEE and the LESSOR shall have equal access to said common areas, such as the back deck area and golf course.

2. TERM

2.1: The term of this lease shall be for the duration of the 2021 golf season, effective upon execution by the parties and terminating on December 31, 2021.

3. RENT

3.1: The LESSEE agrees to pay the LESSOR the sum of \$9,900.00. Rents shall be due in each month, in equal installments of \$1,100.00 per month.

All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month with the exception of the first month. April's rent shall be payable upon execution of this agreement.

4. UTILITIES,

4.1: LESSEE is not responsible for water and electric utilities. LESEE is responsible for trash removal and restaurant propane costs.

5. TAXES. – RESERVED

6. SECURITY DEPOSIT.

6.1: LESSEE shall tender the LESSOR a security deposit in the amount of Five Thousand (\$5,000.00) Dollars upon the execution of this lease, to be paid by a certified check.

6.2: Said security deposit shall be held by LESSOR in a separate interest-bearing account as security for the LESSEE'S performance under this lease. At the LESSOR'S sole option, said security deposit may be used by the LESSOR to fulfill any of LESSEE'S obligations under this lease which LESSEE fails or refuses to fulfill, without prejudicing any other remedies available to LESSOR under this lease or at law.

6.3: Said security deposit shall be refunded to the LESSEE with whatever interest that has accrued at the end of the lease, minus any and all deductions that LESSOR has made under paragraph 6.2 above and further subject to LESSEE'S full compliance with the terms, conditions, provisions and covenants of this lease agreement.

7. USE OF LEASED PREMISES.

7.1: The LESSEE shall use the leased premises only for the purpose of operating a restaurant business under the terms and conditions set forth herein.

7.2: The LESSEE agrees that no electronic games shall be installed upon the leased premises without the permission of the Golf Committee

7.3: Gambling shall be expressly prohibited on the lease premises

7.4: The leased premises shall be used and conducted in a dignified manner.

7.5: The LESSEE will not permit any disorderly conduct in the leased area.

7.6: No entertainment shall be permitted on the leased premises without the prior written approval of the LESSOR and without the LESSEE obtaining the appropriate entertainment licenses from the Town of Harwich Licensing Authority.

7.7: Any entertainment furnished by the LESSEE shall be in good taste and acceptable to the standards of a publicly owned building.

7.8: LESSEE shall be solely responsible for any and all costs relating to the operation of the leased premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, dishwasher supplies, glassware and china, utensils, pots & pans, insurances, office supplies, sanitation supplies, food service equipment rental, silverware replacement, paper supplies, menu paper and printing, telephone service and printing costs.

7.9: The LESSEE agrees that it will assure that all deliveries to the leased premises shall only be made during regular hours of operation.

7.10: It is expressly understood by the LESSEE that the LESSOR makes no guarantees or warranties concerning the availability of the golf course for use by the public during the term of this lease agreement. It is, however, understood by both parties that it is the LESSOR'S desire to open the facility for public use as soon as the golf course is ready for play and at all normal times, weather permitting.

7.11: Smoking shall be expressly prohibited on the leased premises, including the deck area.

7.12: LESSEE agrees to submit restaurant name for approval to the LESSOR, said approval not to be unreasonably withheld.

8. COMPLIANCE WITH LAWS.

8.1: The LESSEE agrees to conduct its operation hereunder in strict compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, regional and local authorities as from time-to-time are applicable and the LESSEE will procure and pay for all licenses, certificates and permits necessary for the conduct of its operations or construction hereunder and shall pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations insofar as they are applicable.

8.2: Failure of LESSEE to procure and maintain all necessary licenses and permits to operate a restaurant and bar service shall render this lease void.

8.3: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state, federal, regional law or any municipal bylaw or ordinance in force in the town in which the premises are situated.

8.4 The LESSEE acknowledges that the leased premises can accommodate the number of patrons detailed in Exhibit H, based upon so-called "Title V" regulations, 310 C.M.R. s. 15.00 et. seq and the LESSEE agrees that it will comply with said seating limitation.

8.5: Notwithstanding anything in the preceding paragraphs to the contrary, should any conflict arise as to the permitted total capacity for the leased premises under any federal, state, regional or municipal law, ordinance or regulation, LESSEE shall comply with the lowest capacity permitted under the aforementioned laws, ordinances, bylaws and regulations.

9. HOURS AND DAYS OF OPERATION,

Unless subsequently agreed upon in writing by and between the parties, and subject to the terms and conditions of any licenses which the LESSEE may hold, the LESSEE agrees to the following terms and conditions concerning days and hours of operation:

9.1: The minimum hours of operation during which the LESSEE agrees to serve food to the public are as follows:

It is a requirement of the Food and Bar Concession to be open for business seven (7) days a week in accordance with the following schedule:

	FOOD SERVICE	BEVERAGE SERVICE
April:	7:30 a.m. until 2:00 p.m.	until 3:00 p.m.
May:	6:30 a.m. until 2:00 p.m.	until 5:00 p.m.
June:	5:30 a.m. until 4:00 p.m.	until 8:00 p.m.
July:	5:30 a.m. until 4:00 p.m.	Until 8:00 p.m.
August:	5:30 a.m. until 4:00 p.m.	Until 8:00 p.m.
September:	6:30 a.m. until 4:00 p.m.	until 4:00 p.m.
October:	7:00 a.m. until 2:00 p.m.	until 2:00 p.m.
November:	7:00 a.m. until 2:00 p.m.	until 2:00 p.m.
December:	no hours required, however concessionaire may open if weather warrants it.	

9.2: The LESSEE agrees that it shall make no changes in the minimum hours of operation without the written consent of the LESSOR.

9.3: The LESSEE shall be open for business seven (7) days per week, except that said premises may be closed from December through March.

9.4: It is understood by and between the parties that the operation of the leased premises may be affected by weather conditions and that, by mutual agreement of the LESSEE and a duly authorized representative of the LESSOR, the LESSEE'S hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the LESSEE by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

10. EQUIPMENT, FURNISHINGS AND FIXTURES.

10.1: Should the LESSEE determine that, in the conduct of its business under this lease, it shall need, require or desire to add new to replace worn out equipment within the kitchen, or any other portion of the leased premises, the LESSEE shall request the permission of the LESSOR to place any such equipment on the demised premises, specifically noting the exact nature and size of the equipment desired together with the cost of installation and maintenance thereof. The cost shall be borne solely by the LESSEE.

10.2: It shall be the responsibility of the LESSEE to provide inventories of dinnerware and utensils.

10.3: All equipment in the restaurant and related area, provided with this lease per the attached inventory, shall remain the property of the LESSOR. Any equipment purchased by the LESSEE shall remain the property of the LESSEE at the conclusion of the lease term. The LESSOR shall be consulted prior to the disposal of any LESSOR owned equipment.

10.4: In the event that any such equipment is damaged or destroyed, regardless of the cause therefore, it shall be the responsibility of the LESSEE to repair (and maintain) or replace such equipment. Any such equipment which the LESSEE replaces shall remain the property of the LESSOR upon the conclusion of the lease term.

10.5: All equipment is required to be maintained in good, safe working order.

10.6: Lessee shall operate, stock and maintain vending machines, either leased or purchased, on the clubhouse deck and in the shed at the practice range.

10.7: A sign, at the Lessor's expense, is required at the entrance to the golf course.

11. REPAIRS AND MAINTENANCE

11.1: The LESSEE has inspected the leased premises, acknowledges that the premises are now in good order, and accepts them in the condition that they are now in.

11.2: The LESSEE shall, throughout the term of this lease, at its own cost and without any expense to the LESSOR, keep and maintain the interior of leased premises, as delineated in Paragraph I herein, in a good, sanitary and neat order, condition and repair, free of debris and any and all other foreign matters; and further, the LESSEE agrees that said area shall be cleared of any such foreign matters of debris immediately as such are, or may be, caused to exist and shall make any and all repairs necessary to keep said premises in a good and satisfactory condition.

11.3: The LESSEE shall not permit the leased premises to be damaged, stripped or defaced, nor suffer any waste.

11.4: The LESSEE shall not overload the electrical wiring serving the leased premises or within the leased premises and will install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with LESSEE'S business.

11.5: The LESSEE agrees to vacuum the leased premises on a daily basis and to shampoo the carpet on the leased premises three times yearly or on a more frequent basis should the LESSOR determine that more frequent shampooing is required.

11.6: The LESSEE shall save the LESSOR harmless within the leased premises from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

11.7: The LESSEE shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal, municipal or other agencies authorized to inspect and/or accredit the Restaurant and its food service facility.

11.8: The LESSEE shall have the premises exterminated once a month or every two weeks if deemed necessary by the LESSOR.

11.9: The LESSEE shall provide, subject to the approval of the LESSOR, a detailed plan for the preventative maintenance of **all** restaurant equipment located on the leased premises.

11.10: The LESSEE agrees that it is further understood that the LESSEE shall be solely responsible for maintaining all furniture on the leased premises in a neat, clean and attractive condition at all times during the term, of this lease.

11.11: The LESSEE shall be responsible for repairing or obtaining repairs on any restaurant equipment located on the leased premises at the LESSEE's expense.

11.12: It shall be the responsibility of the LESSEE for the repair and Maintenance of all electrical and plumbing work that pertains to the function of the restaurant at the LESSEE's expense.

11.13: Upon the written request of the LESSEE or upon the failure of the LESSEE to perform necessary repairs and maintenance, and at the sole discretion of the LESSOR, LESSOR may undertake repair or maintenance of the leased premises. In the event that LESSOR, at its sole discretion, elects to undertake any such repair or maintenance, LESSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LESSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall constitute grounds for the termination of this lease agreement.

11.14: Without limiting the foregoing provisions of this Article 11 and notwithstanding anything herein to the contrary, LESSOR agrees to reasonably pursue an annual restaurant maintenance budget to \$17,500 throughout the Term, such funds to be used solely to finance kitchen equipment maintenance contracts, start up, as well as emergency repairs at the premises. Said funds will be spent at the sole discretion of the Director of Golf, reasonably taking into consideration recommendations received in writing from the LESSEE. The parties agree that LESSOR's obligation under this Paragraph 11.14 is subject to the availability and appropriation of funds

12. ALTERATIONS

12.1: The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing.

12.2: All such allowed non-structural alterations shall be at LESSEE'S expense and shall be of such quality at least equal to the present construction.

12.3: Any alterations or improvements made by the LESSEE shall become the permanent property of the LESSOR at the termination of occupancy as provided herein.

12.4: No signs shall be installed by LESSEE without the prior written consent of the LESSOR as to the size, type, design and location of said sign. If LESSEE either proceeds without the prior written consent of the LESSOR or installs a sign that does not conform with the specifications approved by the LESSOR, the LESSOR may enter the leased premises to remove any such unauthorized sign and to restore the premises to their former condition. The LESSOR shall bill the LESSEE for any and all costs incurred in so removing any such unauthorized sign.

12.5: The LESSEE shall not permit any mechanics, liens or similar liens, to remain upon the leased premises for labor and material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to the LESSOR.

12.6: Prior to the commencement of any nonstructural alterations for which the LESSEE has received the LESSOR'S written approval, the LESSEE shall obtain the LESSOR'S consent as to the date and time of the proposed work to assure that such work does not interfere with any other of the LESSOR'S activities.

13. LIGHTING

13.1: The LESSEE shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the leased premises.

14. REFUSE DISPOSAL AND TEMPORARY STORAGE OF RECYCLABLES

14.1: The LESSEE shall be responsible for all disposal and removal of trash related to the food and bar concession. Such responsibility shall include trash disposal and removal from the leased premises. The grounds surrounding the deck and terrace shall be maintained in a neat and clean condition, free of all debris and other foreign matter.

14.2: The LESSEE shall deposit its trash in its own contracted dumpster at Cranberry Valley Golf Course. The LESSEE shall deposit said trash on a regular basis so that no refuse will be allowed to accumulate as to constitute a fire or health hazard within the leased premises or to create an unsightly appearance on the leased premises.

14.3: LESSEE agrees to pay charges for a dumpster for trash collection.

14.4: The LESSEE shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

14.5: Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple proof at full load. Prior

to the installation of any such receptacles, LESSEE shall obtain prior written approval for the proposed design and location of said receptacles.

14.6: The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

15. GLASS

15.1: The LESSEE shall be solely responsible for all glass in or within the premises and for all the LESSEE'S property located in or upon the leased premises.

15.2: The LESSEE shall be responsible for the repair and replacement of any broken or cracked windows, caused by any act or omission of the LESSEE, its agents, servants or employees, within or on the demised premises, all at its own cost. The LESSEE shall also be responsible for assuring that **all** such windows are cleaned, both the interior and exterior side, on at least a weekly basis.

16. LESSOR'S ACCESS

16.1: The LESSOR or agents of the LESSOR may, at all reasonable times, enter upon the leased premises for the purpose of access to common areas in and around the leased premises.

16.2: The LESSOR or agents of the LESSOR may, at all reasonable times, enter to view and inspect the leased premises and make repairs and alterations as the LESSOR should elect to do and may show the leased premises to others.

17. FOOD

17.1: All meals prepared shall be nutritionally appropriate, attractively presented, varied sufficiently to avoid boredom, and must be presented with sufficient alternatives to allow for individual differences in tastes.

17.2: All food purchased by the LESSEE for use at the leased premises shall meet the following minimum specifications:

- Meat, lamb, beef, veal..... USDA Choice
- Pork US #1
- Poultry, eggs, dairy products..... Grade A
- Canned vegetables Choice
- Frozen Vegetables..... Grade A

Fresh produce.....#1 Quality

All other food purchases must be of comparable quality.

17.3: The LESSEE is responsible for the receipt and storage, inventory control, and use of all food and other products consumed at the restaurant.

17.4: The prices and food offerings on the concession and bar menu, attached hereto as Menu Exhibit to Lease, and incorporated by reference herein, shall not be changed by LESSEE without the written approval of the LESSOR, represented by the Director of Golf.

17.5: Any disposable products used on the leased premises shall be made from recyclable materials and shall be recyclable and biodegradable.

17.6: Minimum Food Service of Breakfast and Lunch must be provided Memorial Day weekend through Labor Day weekend

18. RESPONSIBLE ALCOHOLIC BEVERAGES SERVICE PROGRAM

18.1: The LESSEE shall assure that all its employees participate in a "Responsible Alcoholic Beverages Service Program" at least annually, unless the LESSOR, at its sole discretion, prescribes more frequent intervals.

18.2: If a new employee is hired by the LESSEE, said employee shall participate in a "Responsible Alcoholic Beverages Service Program" as a condition of said employee's continued employment.

19. RECORDS AND REPORTS

19.1: The LESSEE shall submit to the LESSOR in a reasonable amount of time, not to exceed ninety (90) days following the end of each calendar year or fiscal year as appropriate, at the place then fixed for the payment of rent, a Review-type Financial Statement and a Certification that all taxes, notes and vendor invoices are current, prepared and signed by a certified public accountant and signed by LESSEE, showing in reasonably accurate detail the amount of gross sales during the preceding lease year or fractional lease year, if any, including the final lease year, including all option years.

20. INDEMNIFICATION OF LESSOR

20.1: The LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way

result from or arise out of any act, omission or negligence of the LESSEE or of the LESSEE'S contractors, licensees, agents, servants, employees, occupants, sub-tenants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and the LESSEE shall indemnify and save harmless the LESSOR from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage during the term hereof in or about the leased premises.

20.2: The LESSOR shall not be liable to the LESSEE or to any other person for any injury, loss or damage to any person or property on or about the demised premises or the building of which the demised premises are a part or the approaches, sidewalks, patios or appurtenances thereto;

20.3: The LESSEE shall save the LESSOR, as owner of the demised premises, harmless and indemnified from and against all loss or damage occasioned by the use or misuse of water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the demised premises.

20.4: This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

20.5: The LESSEE shall pay to the LESSOR, on demand, for any damage caused to any portion of the leased premises, or to any portion of the entire areas known as Cranberry Valley Golf Course, incurred as a result of the LESSEE'S operation, and or occupancy, of the demised premises.

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, \$3,000,000.00 on account of one accident.

- b. For liability for property damage, \$1,000,000.00 on account of any one accident and \$3,000,000.00 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 \$3,000,000.00 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 \$3,000,000.00 aggregate. The Town shall be named as additional insured.
- i. The Lessee shall maintain an umbrella liability insurance in the amount of \$2,000,000/occurrence and \$2,000,000/aggregate. The Town shall be named as additional insured.

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.

22. FIRE INSURANCE

22.1: The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall, on demand, immediately remove said cause or reimburse the LESSOR for all extra insurance premiums caused by the LESSEE'S use of the premises.

23. ASSIGNMENT-SUBLEASING

23.1: The LESSEE shall not assign or sublet the whole or any part of the leased premises.

23.2: Any attempted assignment by LESSEE shall be void and shall, at the option of the LESSOR, terminate this lease.

23.3: Neither this lease nor the leasehold estate of LESSEE nor any interest of LESSEE hereunder in the leased premises or any buildings or improvement thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LESSOR, terminate this lease.

24. FIRE, CASUALTY

24.1: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this lease.

24.2: When such fire or casualty renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this lease if:

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

24.3: The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, except for damage to the LESSEE'S fixtures, property or equipment.

25. BANKRUPTCY

25.1: If a petition shall be filed by or against the LESSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LESSEE'S property by a court of competent jurisdiction, then, in any such case, the LESSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole, repossess the same and expel the LESSEE and remove LESSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this lease shall be deemed terminated.

26. DEFAULT BY LESSEE

26.1: In the event that the LESSEE shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days, or if the LESSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LESSOR shall have the right thereafter to enter and take complete possession of the leased premises pursuant to any process required by law and to terminate this lease and/or remove the property of the LESSEE, without prejudicing any other remedies available under this lease or at law, for arrears of rent or other damages.

26.2: The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term of this lease or any extension thereof.

26.3: If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions of this lease, the LESSOR, without being under any obligation to do so and without

thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LESSOR by the LESSEE forthwith as additional rent.

26.4: Failure on the part of the LESSOR to complain of any action or nonaction on the part of the LESSEE, no matter how long the same may continue, shall never be deemed to be a waiver by the LESSOR of any of its rights hereunder.

26.5: No waiver at any time of any of the provisions hereof by the LESSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the LESSOR to or of any action by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to or of any subsequent similar act by the LESSEE.

26.6: No payment by the LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated otherwise than as a payment on account. The acceptance by the LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against the LESSEE.

27 YIELDING UP THE PREMISES

27.1: Upon the expiration of this lease, the LESSEE shall yield up and deliver the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises vacant and unencumbered, clean, neat, and in good condition. All equipment must be clean and operational and facilities clean.

27.2: The LESSEE shall, at the expiration or other termination of the lease, remove all the LESSEE'S goods and effects from the leased premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises).

27.3: In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE, for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property

at the LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

28. NON-DISCRIMINATION

28.1: The LESSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the premises or its operations at the leased premises.

29. NOTICES

29.1: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises addressed to the LESSEE or, if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at Cranberry Valley Golf Course, Office of Director of Golf Course Operations, 183 Oak Street, Harwich, MA 02645 or to such other address as either party may specify to the other by notice given as provided herein.

30. SEVERABILITY.

30.1: If any provisions of this lease shall to any extent be held invalid or unenforceable, the remainder of this lease shall not be deemed affected thereby.

31. CONSTRUCTION OF LEASE

31.1: This lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

32. MODIFICATION OF LEASE

32.1: This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties.

33. MISCELLANEOUS OBLIGATIONS OF LESSEE

33.1: If the LESSEE'S operations hereunder cause or in any way bring about an increase in the LESSOR'S insurance premiums covering the premises, the LESSEE shall pay the resultant increase. Any amounts due the LESSOR under this paragraph shall constitute additional rent and shall be payable within thirty (30) days of notice to the LESSEE.

33.2: The LESSEE shall not, during the term of this lease, hire or employ on either a full-time or part-time basis, any employees of the LESSOR regardless of whether such employee of the LESSOR be full-time or part-time employees.

33.3: The LESSEE shall not, without the LESSOR'S prior written approval, refer to the LESSOR in any advertising, letterheads, bills, invoices or other printed matter.

33.4: The LESSEE shall be required during the term of this lease to take such reasonable security precautions with respect to its operations at the leased premises as LESSOR, in its discretion, might from time to-time require.

33.5: The LESSEE shall name a Principal or approved manager that will be present on site a minimum of 40 hrs weekly for the period of Memorial Day weekend through Labor Day weekend. From commencement of this agreement through Memorial Day weekend and from Labor Day weekend through December 14th, the schedule shall be as mutually agreed upon between the LESSEE and LESSOR.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,
_____, authorized signatory for the Contractor do hereby certify under the
pains and penalties of perjury that said Contractor has complied with all laws of the
Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

90-2021293
Social Security Number or
Federal Identification Number

Ronald S. Leidner
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
day and year first above written.

Lesse

By Ronald S. Leidner
RONALD S LEIDNER
Printed Name and Title

TOWN OF HARWICH
by its Board of Selectmen as Lessor

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Board of Selectmen

From: Joseph F. Powers, Town Administrator 

RE: Appointment of Director of Planning and Community Development - Jonathan D. Idman

Date: April 12, 2021

It is my pleasure to inform you of my choice for the new Director of Planning and Community Development for the Town of Harwich, Mr. Jonathan D. Idman. The Harwich Charter, Chapter 4, and subsection 4-4-1 requires at least three (3) affirmative votes from the board of selectmen to confirm this appointment.

This position was posted internally, as required by the SEIU contract, on February 8, 2021 with an application deadline of February 19, 2021. No internal applications were received during this time. The job was posted externally on the MMA website on February 22, 2021 and ran for one month. We received four (4) applications, three of which met the minimum qualifications. Three applicants were contacted for interviews the week of April 5, 2021.

Two applicants were interviewed by Assistant Town Administrator Meggan Eldredge with results presented to me for review. I met personally with Mr. Idman on April 7th and the choice to extend an offer of employment was clear.

The combination of experience, education, knowledge and skills presented by the applicant made him an outstanding choice for this position. Jon displays a thorough knowledge of zoning and land use regulations and has an exceptional background in community development and planning. He has more than eight years' experience as a Chief Regulatory Officer with the Cape Cod Commission, a Bachelor's degree from Boston University and a law degree from Penn State. In addition to these qualifiers, Jon grew up in Harwich and remains tied to this community in many ways.

I am thrilled to present his appointment to you for your consideration and I respectfully ask for your vote to affirm this appointment.

Thank you for your consideration.

Cc: Jonathan D. Idman

MINUTES
SELECTMEN'S MEETING
REMOTE PARTICIPATION ONLY
Wednesday, March 24, 2021
6:30 P.M.

SELECTMEN PARTICIPATING: Larry Ballantine, Stephen Ford, Donald Howell, Michael MacAskill, Edward McManus.

ALSO PARTICIPATING: Town Administrator Joseph Powers

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen. He explained that he first called the meeting to order at 6:00 pm for Executive Session, where they discussed two items. The first was a contract with Harwich Employees Association and they moved to approve. The second was a with respect to collective bargaining strategies for the next fiscal year, and this discussion will continue.

WEEKLY BRIEFING

A. COVID-19 Updates

Ms. Kathleen O'Neill, Health Director, expressed her gratitude for the Board approving her promotion. She said that the department has transitioned smoothly, especially with the assistance of Ms. Jennifer Clarke, Executive Assistant, and the guidance and support of Mr. Powers and Ms. Eldredge.

Ms. O'Neill provided the update to the COVID-19 cases in Harwich. As of today, there have been a total of 606 cases of COVID-19 in the Town of Harwich, and they are following 18 active cases. The positivity rate has increased to 3.06%, which has moved them back into the yellow category. Ms. O'Neill said that many changes have occurred since the Board last met. This past Monday, it was announced the people 60 years or older, and certain workers will now be able to receive the vaccine. This includes, but is not limited to; restaurant and food workers, medical supply chain workers, transit and transportation workers, public works, water, wastewater, or utility

workers, sanitation workers, public health workers, court system workers, funeral directors and funeral workers. She said that Barnstable County has been holding several clinics a week, in addition to off Cape vaccination sites. Individuals can sign up at VaxFinder.mass.gov, and look for appointments and pre-registration is highly recommended. Also, she said that they are still supplying a list to Cape Cod Health Care, for individuals that are 65 plus and do not have internet, or have trouble navigating the sites. These individuals can be put on the list by calling Health Department or the Council on Aging.

Ms. O'Neill said that Monday, was also the day they moved into Phase IV, Step 1. This includes the opening of larger facilities, and gathering limits have changed for public venues, which is now allowing for 100 people indoors, 150 outdoors, and dance floors can re-open. Events held in private homes are still limited to 10 indoors, and 25 outdoors. The travel order has been changed to an advisory; and no longer applies to individuals that have been fully vaccinated. She said that testing is still available through Cape Cod Healthcare and Outer Cape Health. Ms. O'Neill said the last thing is that Barnstable County has officially confirmed the first case of the Brazilian P1 variant on the Cape. She said that they still do not know the impact of the various variants on the vaccine, so it is still important to continue to wear masks, maintain social distancing, and have good hand hygiene.

Mr. Ballantine said that he received a question about the Community Center not being open on the weekends. Ms. O'Neill said that they have to follow very strict hygiene protocols, and unfortunately, it cannot be maintained on the weekends at this point.

Mr. Powers said that Ms. Carey is more than happy to discuss that with anyone, and she can work through the schedule with anyone. They have been impacted, but are still open for business.

B. Update on ongoing efforts by the Town in support of the business community

Ms. Cyndi Williams, Executive Director, Harwich Chamber of Commerce, said that there are no new updates tonight, but she will have some announcements next week.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Mr. McManus announced that next Monday and Tuesday, from 10:00 am to 4:00 pm, at the Harwich Police Department, the Cape Cod Hospital Blood Donor Room is doing a blood drive. He said that the blood levels they have are very low, and it would be good for anyone to show up for the two-day drive. People need to make an appointment and can do that by calling the Blood Donor Room at Cape Cod Hospital.

- B. Mr. MacAskill said he just wanted to clarify from their public hearings last Monday, that there were two documents in the packet, one said a report from the Noise Committee and the other said Presentation by the Noise Committee. He wanted to clarify that they were not vetted by the Board of Selectmen or the Noise Committee. It was from one member of the Noise Committee and one person's opinion. He said that it was not vetted or discussed.

CONSENT AGENDA

- A. Discussion and possible vote to approve a Caleb Chase request in the amount of \$1,000

- B. Discussion and possible vote to support the nomination of Jennifer Harrington as Animal Inspector

- C. Discussion and possible vote to accept a gift from Paul B. Manning of \$250,000 to support the Saquatucket Harbor to Harwich Port Sidewalk design

Mr. MacAskill moved to approve items A through C, as listed above. Seconded by Mr. McManus.

Mr. Ford said that he wanted to thank Mr. Manning for the contribution to the Town and this project. He said that the project is moving along, and on a much more accelerated basis. He explained that Mr. Manning has lived in Harwich during the summers for a long time, and his family has been part of this community for a long time. Mr. Ford said that Mr. Manning has clearly has shown his love for this Town and they greatly appreciate what he has done. Mr. Ford said that it will make a great contribution for Harwich, to get this project done.

Mr. Howell said that he also wanted to thank Mr. Manning. However, he has often said that nothing significant should happen in the Consent Agenda, and \$250,000 seems significant to him. He said things like that should be under New Business in the future.

Mr. McManus said he would like to make sure that after they take action, they also should follow up with a letter to Mr. Manning.

Mr. MacAskill also echoed Mr. Ford's statements and thanked Mr. Manning and said that his contribution is really going to push this project along.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ford - Aye, Mr. McManus - Aye. Mr. Ballantine - Aye. Motion carried by unanimous vote.

NEW BUSINESS

A. Discussion and possible vote – potential lease extension for 374 Main Street Bog

Mr. Howell said he had asked for this to be on the agenda, and he is extremely frustrated. He said that in December, he passed along the desire for the Conservation Commission to take action on this, and again a few weeks ago. He said that the lease was signed by the Board of Selectmen. This is the last leased bog that they have, and he does not want to see the pump house go out, and not be able to use it again. He explained that he brought this up because the current tenant would have to start removing equipment immediately, in order to make the deadline for this. He saw it on the agenda at Conservation Commission, but, said that is irrelevant to him. Mr. Howell made a motion to extend the lease by one year; so that they can have a coherent discussion and all parties will know what they are doing. Seconded by Mr. MacAskill.

Mr. Ballantine asked if they have the power to do that, the way the Town Meeting vote is, and the way the lease is written? Mr. Howell said that it is their lease, and they had signed it.

Mr. MacAskill said if it was challenged, they could take it up at any time. However, they are asking someone that has had this bog and counting on this bog, to be told to get out just as cranberry growing season is beginning, would

be unfair. He agrees with Mr. Howell and is not concerned with what the Conservation Commission comes up with at this point. He said too much time has gone by and the individual there now has been looking at creating educational elements to the bog. He thinks a year will give them the time to be able to spend some time with some real public input. He also agrees that it is there lease, and they can extend the lease.

Ms. Amy Usowski, Conservation Agent, said her first comment is not on behalf of the Conservation Commission, and that one year to her is not a big deal. She would like to say that the Conservation Commission had a meeting with Mr. Leo Cakounes last year, and they have been having 4 - 5 hour meetings, with 15 hearing per meeting. She had received Mr. Howell's request and said she would put it on, as soon as they could, and have it on for next week. She said they are interested and it is important to them. She said that the Chairman and commissioners were also on the line and there is not pre-conceived notion that they would not potentially re-lease the bogs or property. Ms. Usowski said that they can do whatever they are legally entitled to do, but she just wanted to make that known.

Mr. Howell said that it is not just one instance that has made him angry, this is action by inaction and it has been happening a lot. This was brought up back during the Commission's annual meeting back in December and it was not a suggestion, but something that was a desire of the Board of Selectmen. This has happened over and over again. He is giving a year by extending the lease, but they have to understand that they need to work with the town, it is not a freestanding committee. Unless they have concerns that they should bring to their attention, they signed the lease. He was on the Board when the lease was first signed in early 2000's.

Mr. Powers said that he reviewed the lease agreement and said that there is no language prohibiting or expressing the extension of the lease, nor any references to specific statute. Therefore, generally speaking, it is a lease agreement and can be executed by the Board of Selectmen. He said that it is the Board's authority to do so, and he does not see any reason that the Board not to take a positive action on the motion.

Mr. McManus said he does not have any problem with extending the lease for a year, but if they are going to renew this lease, it seems there should be some process of putting it out for a request for proposal. He explained that for

timing purposes and the ability to put a crop in for anyone new coming in, the request for proposal would have to go out much earlier in the year.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

- B. Discussion and possible vote to appoint the Town Administrator as a voting member of Cape Cod Municipal Health Group (CCMHG)

Mr. MacAskill moved to appoint the Town Administrator as a voting member of Cape Cod Municipal Health Group (CCMHG). Seconded by Mr. Howell.

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye. Mr. Ballantine - Aye. Motion carried by unanimous vote.

- C. Discussion and possible vote to authorize the Chair to sign the Memorandum of Agreement between Harwich Council on Aging and the Social Security Administration

Mr. MacAskill moved to authorize the Chair to sign the Memorandum of Agreement between Harwich Council on Aging and the Social Security Administration. Seconded by Mr. Howell.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

- D. Discussion and possible vote to approve Board of Selectmen Meeting Minutes
1. June 17, 2019
 2. June 24, 2019
 3. October 15, 2019

Mr. MacAskill moved to approve the approve Board of Selectmen Meeting Minutes for June 17, 2019, June 24, 2019 and October 15, 2019. Seconded by Mr. Howell.

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye. Mr. Ballantine - Aye. Motion carried by unanimous vote.

E. Discussion and possible vote – 2021 Seasonal All Alcohol Liquor license renewals

1. 30 Earle Road LLC DBA The Commodore Inn – 30 Earle Road
2. Wychmere Harbor Functions LP DBA Wychmere Harbor Beach and Tennis – 23 Snow Inn Road
3. Pleasant Bay Group Inc. DBA Wequasset Inn – 173 Route 28
4. Lucky Labrador Inc. DBA Perks – 545 Route 28

Mr. MacAskill asked Mr. Powers if any of the people on the list above, are there any hearings or violations that the Board should know about. Mr. Powers said there are no hearings or violations, that they are aware of.

Mr. MacAskill moved to approve the 2021 Seasonal All Alcohol Liquor license renewals for items 1 through 4, as listed above, with the understanding that any and all previous conditions that were associated with them are also being brought forward. Seconded by Mr. McManus.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

F. Discussion and possible vote – 2021 Seasonal Wine and Malt Liquor license renewals.

1. AJG Corp. DBA The Weatherdeck Restaurant – 168 Route 28

Mr. MacAskill moved to approve the 2021 Seasonal Wine and Malt Liquor license renewals for AJG Corporation, DBA The Weatherdeck Restaurant - 168 Route 28, with the understanding that any and all previous conditions that were associated with them are also being brought forward. Seconded by Mr. Howell.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

OLD BUSINESS

A. Discussion and possible vote – FY22 Monomoy Regional School District budget.

Mr. Powers said that they had Dr. Scott Carpenter, Superintendent, Ms. Tina Games, School Committee Chair, Mr. Michael MacMillan, Business Manager, and Mr. Terry Russell, Harwich representative on the school committee. He said that he will turn it over to Dr. Carpenter for his update on the FY22 proposed budget. Mr. Powers noted that he had made reference to this last week, and this conversation precedes the full conversation on the warrant which has numbers that may not synch up.

Ms. Games began and said that they will see the budget that was approved by the School Committee on March 11th, and she had been there last week with just a few adjustments they had. She said that this is the School Committee budget at this point; and they are all there to answer any questions.

Dr. Carpenter said that one thing they are really proud of, in terms of school district and the two towns, is the incredible work that the teachers have done throughout the pandemic. He said that their teachers have been leading the way on what it takes to move forward. They were the first district on the Cape, to open their doors and see students every day, five days a week for Elementary and Middle Schools. The High School was rotated, with in person two days, and home the other days to keep class sizes down. There has been tremendous work behind the scene with a really dedicated teaching staff. Dr. Carpenter said that they do not really know what the long term effects of COVID-19 are going to be, and there is some acknowledgement of that and how they planned in this budget. He said that they hope to be transitioning towards a new normal, but they do not know if there will be some COVID residual challenges for them.

Dr. Carpenter said that one challenge they have seen as a district, and also Cape-wide, is the decline of school age children, though they are seeing this greater in Chatham. This ultimately shifts the minimum required contribution, calculated by the State, towards Harwich. They have been in conversations with both towns and how to go about the assessment portion of the budget. He said that there is also an overall reduction in staffing, which is reflective of the changing enrollment. Overall this budget maintains all existing services and programs.

Mr. MacMillan said that they developed the budget in line with the districts mission statements, and to support the district's strategic plan objectives. They also have an objective to keep class size averages at 18 plus/minus one, at the Elementary, at a 19 plus/minus two, at the middle and high schools. He

said that the budget is budget driven, they tried to make it as transparent as possible. He said that they have built this budget recognizing the financial environment of both towns. Mr. MacMillan said that there are still some assumptions, and as they move through the year, the numbers get firmed up. He explained that enrollment has always been a bit of a wild card, especially with COVID this year, but they are expecting to return to previous trends. He said that they are not changing services at the lower grade level, but reduced staffing, and they have preliminary state funding for both towns, and health insurance rates are now set and reflected.

Mr. MacMillan shared a screen showing the student trends. He said that this not only shows the enrollment drop, but also the make-up of their students, and how that compares to the State averages, regarding students of disabilities, English learners, and the economically disadvantaged. He shared the enrollment trend for each school, and said that they have met their district goals of maintaining class sizes and programs across the district. Mr. MacMillan shared the budget and said it is a \$300,000 increase from last year, which is less than a 1% increase. Though, that does mean it will only be less than 1% for Harwich. He said that they have worked hard, considering the ongoing impacts of the pandemic. They are still pursuing the strategic objectives for the district, and to meet the needs of the students. Some of the priorities have been identified by the Principals and Directors, and many of the items listed, have been able to be funded through reductions elsewhere, or a savings which they have identified. To highlight a couple; they retained an additional full-time nurse, which was added this year, they added math interventionist for the High School, a reading specialist for the Middle School, and added a math assistant position at Chatham Elementary School.

Mr. MacMillan said that unfortunately, not all requests, by Principals and Directors, were able to be met including; updating textbooks, increasing a speech and language position, a team chair, and a special education teacher at the High School. He said he would highlight some specific parts of the budget. The out-of-district expenditures, which is when they are not able to provide education inside the district; such as, those with special education needs, and they pay other schools, outside the district, to provide. He said that they did see an increase from FY20 into FY21, and they are expecting a small increase into FY22. They do receive funding from the State for this, and that funding did increase for next year. So, that will help reduce the budget. The next one is school choice, that has not come down much since 2018, and they are taking a conservative approach again this year. Another part is the

employee health insurance, and they are part of the Cape Cod Municipal Health Group. He said that they have set their rates to an increase of 2 - 3%, but there will be a reduction with a premium holiday for FY22, which has helped in getting the budget as low as possible. He reviewed some other drivers to the budget, which included, custodial supplies and services, which has seen an increase due to the demands of COVID-19, substitutes, heating and utilities. There will be a small increase in capital expenditure this year, for two-parts; facilities and technology. Technology is just ongoing leases on equipment, and a few facilities projects such as replacing phone systems.

He explained how they get to this budget and said that with school choice, they pay out about \$1.2 million, to those leaving the district, but get in a little over \$1.4 million, to those coming into the district, for FY22. He said that also, circuit breaker, which is the funding in relations to special education costs, which has increased, and then IDEA, Title 1, and Early Child Integration Grant, those are all grants that supplement the budget allowing them to do additional services. He said that *Make Way for Kids*, was a program at Harwich, which is no longer running, so the fees from that are no longer offsetting the budget, but they also do not have the expenditure from it. Also, the Athletic Revolving Account, with COVID limiting attendance at games, they are not able to rely on that for next year. Mr. MacMillan showed a comparison to other districts, which was based on FY19 data, but it has changed so much in the past couple of years. He said that a take away is that they are around the middle, the smaller you get, the higher your per-pupil costs get.

Mr. MacMillan said that for the budget, \$41.5 million, and the way the assessment works is first they reduce the fund by general fund revenue, and state aid. Then what is left they split up between the two towns. The general fund revenue consists of Chapter 70 funds, transportation, charter school reimbursement, excess and deficiencies, and some other items. All of these things combine and help reduce the budget. He explained that when the State is calculating their funding for the year, one of the things they calculate is the minimum local contribution each town is required to pay. This is important because it factors in how the assessment is calculated. Both towns saw a reduction in their foundation enrollment, for budget years FY21 into FY22. The Chatham required minimum contribution went down, while Harwich's went up, and that is really about percentages. The chart shows that Chatham had a much bigger reduction in percentage, which is about an \$89,000 increase for Harwich, and close to \$300,000 decrease for Chatham.

They have the budget at \$41,562,234, which is a \$300,000 increase from FY21, an increase of .7% and it is offset by general fund revenue and state aid. The biggest of that is \$3,850,274 from the State, which is an increase from last year, Excess and Deficiency is now \$800,00, a small decrease from last year. Overall it is an increase of \$133,496. So there was a budget increase of \$300,000 but an offset of \$133,496, so, the net effect on the total assessment is \$166,000. Then we get into the process of spreading the costs between the two towns. He said that the first thing that happens, according to the regional agreement, is that each town is assessed the local minimum contribution, which again shows a small increase for Harwich, but a bigger decrease for Chatham. That has an impact on Harwich because once you take those funds and put them aside, everything else is split up based on the three average of the foundation enrollment. He explained that this creates an increase for Harwich of \$597,947. Transportation is down slightly, because the aid has gone up, to help. Capital and Stabilization has gone up slightly, and Debt has gone down, as they paid off the last of the short term borrowing. Therefore, the net effects of all of these bring Harwich to an increase of \$541,000, just over 2%, and decrease to Chatham of just over 4%. Mr. MacMillan also explained that they are receiving grants to help offset towards the minimum contribution, they are receiving \$650,000 from the federal grant and Harwich can choose to use up to \$89,000 of that grant to count towards that assessment.

Mr. MacMillan overviewed an assessment alternative, with taking out the costs for the local minimum contribution, and each school's costs, then splitting the remaining costs, as they have been doing. He also explained that these figures have not been in front of the school committee yet.

Dr. Carpenter explained that he had been asked at previous school committee meetings about compiling historical data for the Harwich and Chatham assessments. They put together a table that looks at what the school spending looked like for both schools, for FY07 through FY22. He said that what you can see is that the assessment for Chatham has negligibly changed since FY07, where in Harwich, there has been a substantial increase. Dr. Carpenter moved on to the next slide and explained, as Mr. MacMillan had said, that enrollment is driving a lot of this. On the next slide, he provided a timeline of when regionalization happened. He said that FY11, is when Harwich and Chatham had a special town meeting on December 6, 2010, to vote to form Monomoy Regional. In FY12 is when they started to transition, because the district was starting to operate as a regional school district. Though they were still

operating as two high schools, two middle schools, two elementary schools. Dr. Carpenter said that he came on board in FY13 to fully bring the district together, and become fully regionalized by FY14, with one high school, one middle school, and two elementary schools. He said that both schools have really benefited from regionalizing. The financial piece, but also the programs and opportunities for the students they have been able to offer as Monomoy. Dr. Carpenter wrapped up with the last two slides, which showed the apples to apples changes after regionalization for both towns.

Mr. Ballantine thanked them.

Mr. MacAskill asked, from their original budget presentation, he would like to know what the number and/or percentage that they had for the health insurance increase? He also thanked them for the presentation and the deductions that they presented in their budget. Mr. MacAskill said that he would also like to know what the current percentage is that they have with the health insurance increases and the dollar amount. The other number he is looking for is the balance for the E&D account, minus the \$800,000 they are using.

Mr. MacMillan said it was about an 8-10% increase, but he would have to look for the number, but right now it is at a decrease. He said that E&D was certified by the State, at \$2.1 million, so if you take out the \$800,000, it would be \$1.3million. He said that the E&D is a little complicated, because it fluctuates throughout the year.

Mr. MacAskill said that the increase they had projected was around \$500,000, 10% increase, and the actual decrease is around \$400,000, 7% decrease. With a difference of about \$500,000. He would like to know where that money went. Mr. MacMillan said he is thinking of an earlier version of the budget, but it has received multiple deductions to the budget from the health insurance.

Mr. MacAskill said he had something for Ms. Games and Dr. Carpenter. He said, in looking at this year, with the pandemic, and the position the Town is in, and services they are not able to fill, he would like to know what the thought was to move forward now with buying the \$500,000 this year, versus waiting till next year when they are out of the pandemic.

Dr. Carpenter said that the ELA curriculum is something that has been a strategic priority for the school district, for the last couple of years. They only pulled it out of the current fiscal year because of the pandemic setting. Therefore, there was a budget reduction due to that going into Town Meeting. He said that they have reassessed where they are, and the number of ways that COVID has helped their budget; with staffing savings, early retirement savings, and no athletics. He said that they sat down with the school committee about implementing the ELA curriculum for this year, because they are at a point that they seem to be emerging from this pandemic, and able to launch this strategic initiative.

Mr. MacAskill said that he understood where they were getting the money. He said that in his mind, this year, with the budget crisis, they should have used that money to reduce the budget, as well as any other saving, that they could have found. He said that they pulled \$250,000 out of their police department, and he can't say enough about some of the pain the departments have felt, and things that the town will go without. He just does not think it was the wisest decision at this time. He applauds them for working with them and trying to change the elementary school structure. However, that is not happening this year, and he does not see Chatham being able to pay the difference this year. They may need to go to the State for some support.

Mr. MacMillan also added that some of the costs for the ELA curriculum have been paid this year. Therefore, even if they did not do it, it would not impact next years' budget, as much as outlined.

Mr. Russell said that he just wanted to respond to Mr. MacAskill, regarding the ELA program. He said that they have about 1,800 kids in their district from K-12, and half of those kids are in K-5. They have often said, that they only have one good shot in each grade, there is no fill in the blanks, and his thought as a member of the committee, is that it did face a critical need. He said that they had about 600,000 in requests, wants, and needs from the staff and they voted to hold them off. They do not have stellar reading or math scores. They invested in a math program for K-8, and they are looking for those scores to improve. They have not invested in a K-5. He said that it is a critical need to not waste another year, especially after this year, and what the youngsters may have increased or decreased, in the area of reading. He said that it is an investment and there were seven of other that voted yes, and he respectfully suggests that it was a good decision.

Mr. MacAskill thanked him and his strong stance. He said that they do not need to bog down the decision process on this. He said that he would like to have a conversation with the school committee and Dr. Carpenter, about why the budget is going up, and what the plan is going forward with families that can't afford to live there.

Mr. Ballantine asked about the slide on the Alternative Assessment Method, and if that is a proposal that they are looking to possibly bringing to fall meeting, to help address the elementary school issues?

Dr. Carpenter said that it is. He said, as Superintendent, he made a public recommendation, and felt that it would be far more equitable, if they sought a revision that allowed each town to pay for its own elementary school. He thinks they have unanimous support to move that forward and hopes that they will support it, and that Chatham will support it too. He thinks it is in everyone's best interest, and would take pressure off of Harwich. He said that they could see about lining this up for a special town meeting. It would have to be sent to the Department of Education, and there is not time before Spring Town Meeting, to get the Boards to agree to something. He is worried about timeliness.

Ms. Games asked if there are some steps that they can take to create more dialogue. She said that herself, as the Chairman of the School Committee and Mr. Ballantine, as Chair, could try and work with Chatham to bring them together. She said that there are some steps that they could take.

Mr. Ballantine said he appreciated that, and said that he has met with Chatham to start some of those conversations. They will continue and bring it back to the Boards.

Mr. McManus said that he was on the Board when they created the district, and one important factor for Chatham, was that they are able to maintain their elementary school in the town. If they want to maintain the school, they need to also take responsibility for that decision.

Mr. Howell said that he appreciated the efforts of the school committee, but the fact of the matter is, they are trending down. He said that something has to be done. He said that this was precisely what he was worried about and it is an evolving problem. The overall problem, is that they are bearing an increasing foundational responsibility to run a school system that is essentially

ours, and they are guests in it. The increases they have been experiencing, is becoming unmanageable, and there needs to be a deadline to discuss this. Also, it is not just the elementary school; that is just the first part of the conversation.

Mr. Ballantine said that he would like to bring back the discussion with Dr. Carpenter.

Ms. Games said she would like to bring up the fleeing families. She said that Mr. MacAskill is correct, this is a much larger conversation. It goes beyond the schools, but also housing and job opportunities, as well. She said that this is a bigger conversation and she would just like to put it on their radar and be a part of it.

Mr. Russell said that the last five minute conversation is key. He thinks that it would be the right next step to have the towns meet, with the Town Administrator's, Chairman's, and Superintendent, to get a sense of what the Chatham board may support about paying the costs for their own elementary school. He thinks they would be positive about it, but it should be a formal meeting.

Mr. Ballantine said their meeting was short to get the ball rolling, but they are trying to address it. He also asked Mr. Powers about the agenda item below, for the vote. Mr. Powers said it was to simply give the Board a mechanism to react if Dr. Carpenter was prepared to have a definitive proposal. It is his understanding that they have the budget documents, but they do not have the materials in the packet. He was not sure if they would want to use the mechanism this evening.

Mr. Ballantine said it was a good presentation but he does not see that there is anything to vote on, and they will bring it back.

Mr. Powers said that it would be his intent to follow up on the meeting they had with their counterparts in Chatham and Dr. Carpenter and Mr. MacMillan and others, and come back soon with a discussion point on that. The timing of this tonight was for the Board to hear specifically on the FY22 budget, as they are about to enter into all of the articles on the warrant.

Mr. MacAskill said he thought it would be more appropriate to vote on it, once there are under the warrant discussion.

B. Discussion and possible vote to approve – Monomoy Regional School District Regional Assessment

This was not further discussed, at this time.

C. Discussion and possible vote – on all Articles in the draft Warrant for 2021 Annual Town Meeting;

1. Vote to place Articles on Warrant
2. Vote to withdraw Articles from draft Warrant
3. Recommendation votes including, but not limited to, vote to recommend, accept and adopt or any other action

Mr. Powers said that they have in front of them a draft warrant and he would request as they move through them and some appropriate motions they should make would be, if an article is intended to continue on then a motion should be made to place the article into the final warrant. If there is an article that the Board wishes to not continue on with, he would ask that a motion to withdraw an article from the draft warrant be made. He said then, if they decided to place it on the warrant then if they wanted to do a second motion with some type of recommendation, which traditionally, in the past, has been a motion to accept and adopt the article as printed.

He said that in the packet, there is a memo that updates the latest revisions of the warrant, the warrant itself, an index spreadsheet. There is also specific budget information, which the Finance Director can review, and a proposed budget article, regarding a granting of a permanent easement, which he will be asking the Board to consider inserting that into the final warrant and numbering.

He showed the memorandum that is in the packet, and explained that there are three late articles that are for review by counsel. They capital articles for the Water Department and Capital projects and he said that he inadvertently forgot to include them. Then you get to the draft article itself, and he briefly overviewed what is found in the packet.

1. Mr. MacAskill made a motion to move Article 1, to choose various Town Officers and Committees, into the final Warrant. Seconded by Mr. McManus.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 1, to choose various Town Officers and Committees. Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

2. Mr. MacAskill made a motion to move Article 2, to hear reports of all Town Officers and Committees for the year 2020, into the final Warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 2, to hear reports of all Town Officers and Committees for the year 2020. Seconded by Mr. Howell.

Roll Call Vote: Mr. Ballantine - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus- Aye. Motion carried by unanimous vote.

3. Mr. MacAskill made a motion to move Article 3, to see if the Town will vote the salaries of the Elected Officials of the Town for fiscal year commencing July 1, 2021 and ending June 30, 2022, with an estimated cost of \$128,503.00, into the final Warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 3, for elected officials salaries in the amount of \$128,503.00. Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

4. Mr. MacAskill requested confirmation on the numbers. Ms. Carol Coppola, Finance Director, referred to a memo, dated March 23, 2021, which had was not included in the packet, but provided a review of the changes, which included, consideration of the board to restore two police officers, with their salary, wages, and fees; to fund the longevity of the youth director, to reduce cemetery travel line item, to make the reduction for Monomoy Regional School District, and they just received last week, the county assessment with an increase of 6.1% and Cape Cod Commission Assessment with an increase of 5.5%. This is a total overall reduction for budget in this section is \$138,716.

Ms. Coppola said they also just received information from Mass Clean Water Trust in regards to the finance schedule for Phase 2 Contract 2. That financing schedule will be delayed until decisions are made with regard to the short term rental portion of funds that go into the special fund for wastewater on the County level. So, they have decided to delay financing and that has a budget impact. They also just heard from the town of Chatham, she had requested that they wait until after July 1st, to bill for the pump station and they have agreed. That also affects the budget because those funds were going to have to be borrowed in this fiscal year. She said that these are significant numbers that just came about and gives a budget reduction for excluded debt of \$1,032,144. It is not money to be able to spend but it does reduce the amount that would be raised in tax levy, which was reduced to 2.4%.

Mr. MacAskill asked if Ms. Coppola could confirm that the number of \$39,027,463.00, is the number that is all in, including the changes. He also expressed his support of the two police positions and that he was planning to amend this motion to include this. He explained why this is important due to the fact that they have two officers out and the two vacant positions, it can take a year to get new officers on the road, and they could end up effecting the overtime number drastically, and it would be more responsible for the board to support this. He also said that the rest of the changes make sense to him and he fully supports the budget with the changes Ms. Coppola had presented.

Mr. MacAskill made a motion to move Article 4, the Town Operating Budget with an estimated cost of \$39,027,463.00, as presented, into the final warrant. Seconded by Mr. McManus.

Roll Call Vote: Mr. Howell - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 4, Town Operating Budget with an estimated cost of \$39,027,463.00. Seconded by Mr. Howell.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

5. Mr. MacAskill asked to confirm that the number listed is correct. Ms. Coppola confirmed that it is correct, but stated that they did not include Governor's draft budget that would reduce the assessment by \$89,000 because it was a draft.

Mr. MacAskill made a motion to move Article 5, for the Monomoy Regional School District budget, with an estimated cost of \$27,361,049.00, into the final Warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 5, for the Monomoy Regional School District budget, with an estimated cost of \$27,361,049.00. Seconded by Mr. McManus.

Mr. MacAskill said that he appreciates their attempt at reducing the budget, he still disagrees with some of it, but he will be supporting this budget.

Mr. Howell said that he also appreciated their efforts, however, it is not a long term solution and the message he wanted to share with their colleagues in Chatham, is that he is begrudgingly agreeing to this but a permanent solution needs to be found.

Mr. Ballantine said they all agreed on this and it needs to be done quickly. Mr. McManus also agreed but also thinks it is important that all of the members of the board reach out to help getting an agreement.

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

6. Mr. MacAskill made a motion to move Article 6, the Cape Cod Regional Technical High School District budget, with an estimated cost of \$1,536,309.00, into the final Warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 6, Cape Cod Regional Technical High School District budget, with an estimated cost of \$1,536,309.00. Seconded by Mr. McManus.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye. Motion carried by unanimous vote.

7. Mr. MacAskill made a motion to move Article 7, the Water Department Operating Budget, with an estimated cost of \$4,223,405.00, into the final Warrant. Seconded by Mr. McManus

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 7, Water Department Operating Budget, with an estimated cost of \$4,223,405.00 Seconded by Mr. McManus.

Roll Call Vote: Mr. Howell - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

8. Mr. MacAskill made a motion to move Article 8, Wastewater Department Operating Budget, with an estimated cost of \$515,331.00, into the final Warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 8, Wastewater Department Operating Budget, with an estimated cost of \$515,331.00. Seconded by Mr. McManus.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

9. Mr. MacAskill made a motion to move Article 9, Public Education and Government, PEG Access and Cable Related Fund for public access, with an estimated cost of \$150,994.00, into the final Warrant.. Seconded by Mr. McManus.

Mr. MacAskill noted that this is actually paid by Comcast, for Channel 18.

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 9, Public Education and Government, PEG Access and Cable Related Fund for public access, with an estimated cost of \$150,994.00. Seconded by Mr. Howell.

Roll Call Vote: Mr. Howell - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

10. Mr. MacAskill made a motion to move Article 10, for lease purchase agreements, into the final Warrant.. Seconded by Mr. Mc. Manus.

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 10, lease purchase agreements Seconded by Mr. McManus

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

11. Mr. MacAskill made a motion to move Article 11, to adopt the Capital Plan, into the final Warrant.. Seconded by Mr. Mc. Manus.

Mr. Powers made note that the explanation makes a reference to a future article, #33, which is an error. He will make the change.

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 11 to adopt the Capital Plan, as amended. Seconded by Mr. McManus

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

12.Mr. MacAskill made a motion to move Article 12, capital items funded from free cash, for items under \$50,000, which is for the Police Department digital fingerprint machine of \$18,000, into the final Warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 12, capital items funded from free cash, for items under \$50,000, which is for the Police Department digital fingerprint machine of \$18,000. Seconded by Mr. Howell

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

13.Mr. MacAskill made a motion to move Article 13, Funds for support of ADA-compliant sidewalks through Harwich Center with an estimated cost of \$50,000.00, into the final Warrant.. Seconded by Mr. Mc. Manus.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 13, Funds for support of ADA-compliant sidewalks through Harwich Center, with an estimated cost of \$50,000.00. Seconded by Mr. McManus

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

14.Mr. MacAskill made a motion to move Article 14, Sidewalks from Saquatucket Harbor to Harwich Port, with an estimated cost of \$200,000.00, into the final Warrant. Seconded by Mr. Mc. Manus.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 14, Sidewalks from Saquatucket Harbor to Harwich Port, with an estimated cost of \$200,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

15.Mr. MacAskill made a motion to move Article 15, Funds for the MS4 Mandated Stormwater Permitting and Management Program, with an estimated cost of \$200,000.00, into the final Warrant.. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 15, Funds for the MS4 Mandated Stormwater Permitting and Management Program, with an estimated cost of \$200,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. MacAskill - Aye, Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

16.Mr. MacAskill made a motion to move Article 16, Brooks Free Library roof replacement, with an estimated cost of \$148,500.00, into the final Warrant. Seconded by Mr. McManus

Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 16, Brooks Free Library roof replacement, with an estimated cost of \$148,500.00. Seconded by Mr. McManus

Roll Call Vote: Mr. Ballantine - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye. Motion carried by unanimous vote.

17. Mr. MacAskill made a motion to withdraw Article 17, Funds for roof repairs at 5 Bells Neck Road Estimated cost: \$50,000.00. from the final Warrant.. Seconded by Mr. Howell, for discussion.

Mr. MacAskill provided an explanation for the withdrawal and said that they are selling the building to put money into something they will be selling does not make sense.

Mr. Powers said that this is in there if article 44 allowing for the sale is not adopted, up to that dollar amount would be needed to secure the roof. The effort is to first engage in the sale of this, but this is needed in the background in case something went wrong. He will abide by any action of this board.

Mr. Howell said it is out of sequence and Mr. Ballantine agreed and said this should at least be dependent on Article 44. Mr. McManus said he thinks they should have this available.

Mr. MacAskill said he does not mind stating a new motion, however, regardless of the sale, he believes putting \$50,000 in a building that has been vacant for 30 years is a waste of tax payers money. Rather than debate this, they can change the language or bring it back re-sequenced and have a further conversation next Monday before they vote to sign the final.

Mr. Ballantine agreed, they should bring it back.

Mr. MacAskill removed his motion, Mr. removed his second.

18.Mr. MacAskill made a motion to move Article 18, Public safety radios, with an estimated cost of \$223,204.00, into the final Warrant.. Seconded by Mr. Howell

Roll Call Vote: Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 18, Public safety radios, with an estimated cost of \$223,204.00. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye, Mr. MacAskill - Aye. Motion carried by unanimous vote.

19.Mr. MacAskill made a motion to move Article 19, Purchase of a combination Pumper/Ladder Fire Truck, with an estimated cost of \$1,138,000.00, into the final Warrant. Seconded by Mr. McManus.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 19, Purchase of a combination Pumper/Ladder Fire Truck, with an estimated cost of \$1,138,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

20.Mr. MacAskill made a motion to move Article 20, Fund the FY 2022 Road Maintenance Program, with an estimated cost of \$700,000.00, into the final Warrant.. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 20, Fund the FY 2022 Road Maintenance Program, with an estimated cost of \$700,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

21. Mr. MacAskill made a motion to move Article 21, Purchase and Equip Vehicles for the Department of Public Works, with an estimated cost of \$460,000.00, into the final Warrant. Seconded by Mr. Howell

Mr. Powers made note of a Scribner's error on the explanation, to add "or equivalent" to Front-End Loader on the chart.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 21, Purchase and Equip Vehicles for the Department of Public Works, with an estimated cost of \$460,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

22. Mr. MacAskill made a motion to move Article 22, Public, Education & Government (PEG) Access and Cable Related Fund for Hearing Room & Studio Improvements, with an estimated cost of \$99,254.00, into the final Warrant. Seconded by Mr. Howell

Mr. Ballantine restated, that this is being paid by Comcast.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 22, Public, Education & Government (PEG) Access and Cable Related Fund for Hearing Room & Studio Improvements, with an estimated cost of \$99,254.00. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

23. Mr. MacAskill made a motion to move Article 23, Land acquisitions for the protection of well head and water supply, with an estimated cost of \$175,000, into the final Warrant.. Seconded by Mr. McManus.

Mr. MacAskill noted that this is coming out of the Water Enterprise retained earnings.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 23, Land acquisitions for the protection of well head and water supply, with an estimated cost of \$175,000. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

24. Mr. MacAskill made a motion to move Article 24, new source exploration for Town water supply, with an estimated cost of \$250,000, into the final Warrant.. Seconded by Mr. Howell

Mr. MacAskill noted that this is coming out of the Water Enterprise retained earnings.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 24, new source exploration for Town water supply, with an estimated cost of \$250,000. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

25. Mr. MacAskill made a motion to move Article 25, Route 28 Water Main Replacement Design with an estimated cost of \$500,000.00, to be paid for by Water Enterprise retained earnings., into the final Warrant.. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 25, Route 28 Water Main Replacement Design with an estimated cost of \$500,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

26. Mr. MacAskill made a motion to move Article 26, Station 8 Generator, with an estimated cost of \$50,0000 into the final Warrant. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill said as a quick explanation this is also a water enterprise article and it is the Water Department is seeking funds to replace a 2005 Generac generator located at Station 8 which provides back-up power to Well #8 and the corrosion control facility on Bat Road. It is related to our water supply.

Mr. MacAskill moved that they accept and adopt Article 26, Station 8 Generator, with an estimated cost of \$50,0000. Seconded by Mr. Howell

Roll Call Vote: Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

27. Mr. MacAskill made a motion to move Article 27, appropriate sums of money from the FY2022 estimated annual revenues of the Community Preservation Act in the amount of \$161,171, in each bucket, plus \$25,000 for operating expenses, in the final warrant. Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 27, appropriate sums of money from the FY2022 estimated annual revenues of the Community Preservation Act in the amount of \$161,171, in each bucket, plus \$25,000 for operating expenses. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

28.Mr. MacAskill made a motion to move Article 28, fund land bank debt service with an estimated cost of \$223,050 into the final Warrant. Seconded by Mr. Mc. Manus

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 28, fund land bank debt service with an estimated cost of \$223,050. Seconded by Mr. Howell

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

29.Mr. MacAskill made a motion to move Article 29, Community Preservation activities under \$50,000 in the estimated about of \$127,066, into the final Warrant. Seconded by Mr. Mc, Manus

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 29, Community Preservation activities under \$50,000 in the estimated about of \$127,066. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

30.Mr. MacAskill made a motion to move Article 30, East Harwich Methodist Church Cemetery Gravestone Project, with an estimated Cost of \$112,200.00, into the final Warrant. Seconded by Mr. McManus

Roll Call Vote: Mr. Howell - Abstained, due to conflict of interest, Mr. McManus - Aye, MacAskill - Aye, Mr. Ballantine - Aye. Motion carried with a vote of 3-0-1.

Mr. MacAskill moved that they accept and adopt, Article 30, East Harwich Methodist Church Cemetery Gravestone Project, with an estimated Cost of \$112,200.00. Seconded by Mr. McManus

Roll Call Vote: Mr. McManus - Aye, MacAskill - Aye, Mr. Howell - Abstained, due to conflict of interest, Mr. Ballantine - Aye. Motion carried with a vote of 3-0-1.

31.Mr. MacAskill made a motion to move Article 31, Brooks Academy Structural Improvement Projects, with an estimated cost of \$1,150,000.00, into the final Warrant. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt Article 31, Brooks Academy Structural Improvement Projects, with an estimated cost of \$1,150,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Motion carried by unanimous vote.

32.Mr. MacAskill made a motion to move Article 32, Fund a Part-Time Housing Coordinator, with an estimated cost of \$50,000.00, into the final Warrant. Seconded by Mr. McManus.

Mr. MacAskill said that they are going from \$30,000 to \$50,000 with still a part time position... and he would like an update on this. They are still stuck with a major housing need and no one to call and he does not think this is going to be part of this position. He thinks they will need to know what this person is going to do.

Mr. Ballantine said they will need to bring this back.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 32, Fund a Part-Time Housing Coordinator, with an estimated cost of \$50,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

33. Mr. MacAskill made a motion to move Article 33, Hinckley's Pond Watershed Preservation Project with an estimated cost of \$360,000.00, into the final Warrant.. Seconded by Mr. Howell

Mr. MacAskill said in the body of the article itself it says; land located on Headwaters Drive and identified as Assessor's Parcel 81-G1. He said in the description it goes on to say all of the other lots, why wouldn't the article itself, list all of the other lots? Also, it says under the care with the care, custody and control of said parcel to be held by the Conservation Commission, he said that they had voted that it would stay under the custody of the Board of Selectmen, at the very least the access to the water.

Mr. powers said that this was reviewed by Counsel so that he could present to the Community preservation committee. He asked them to hold off on this one, so that he can vet those questions with Counsel.

Mr. Howell also added that Mr. Powers should point out to Counsel that they had voted and that is there desire, they did not want Conservation Commission to have control, they may be designated as the point person, but not in control automatically.

Mr. MacAskill removed his motion. Mr. Howell removed his second.

34. Mr. MacAskill made a motion to move Article 34, Harwich Natural Heritage Trail Project, with an estimated cost of \$150,000.00, into the final Warrant.. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 34, Harwich Natural Heritage Trail Project, with an estimated cost of \$150,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

35. Mr. MacAskill made a motion to move Article 35, Brooks Park Lighting Project, with an estimated cost of \$125,000.00, into the final Warrant. Seconded by Mr. Howell

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 35, Brooks Park Lighting Project, with an estimated cost of \$125,000.00. Seconded by Mr. Howell

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

36. Mr. MacAskill made a motion to move Article 36, Sand Pond Revitalization Project with an estimated cost of \$83,500.00, into the final Warrant. Seconded by Mr. Howell

Mr. Ballantine said that this is a CPC article, so it needs to say on, however, he is not going to support this. He has difficulties with the money on this location.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they recommend that they indefinitely postpone Article 36, the Sand Pond Revitalization Project with an estimated cost of \$83,500.00. Seconded by Mr. Howell.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

37. Mr. MacAskill made a motion to move Article 37, Amend The Code of The Town Of Harwich Charter to Amend Chapter 9, Section 6, related to the capital plan, into the final Warrant. Seconded by Mr. Howell

Mr. Howell said this is their second chance for a first impression and they need to lock in the relative years on the plan. That was the major intent on the motion to provide a planning tool, for us and the tax payers.

Mr. Powers said that soon after Town meeting is adjourned, he will be working with the departments and committees to develop a 5-year capital plan a 5-year CPC plan and to resume an overall concept of a 5-year financial projection plan. The capital outlay committee understands the intent of this article and supports it. He also said if you look at the last line before explanation, technically this is a request from the Town Administrator and he apologized that he has not formally presented this in front of the board for their action, and he would accept any edits. And to follow what Mr. Howell said, this is the intent going forward.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 37, Amend The Code of The Town Of Harwich Charter to Amend Chapter 9, Section 6, Seconded by Mr. Howell.

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

38. Mr. MacAskill made a motion to move to withdraw Article 38, Amend Zoning Bylaw - §325-42 Design Requirements, Subsection L, from the final Warrant. Seconded by Mr. Howell.

Mr. MacAskill explained that he does not believe that this year has been a fair year for the public being involved in meetings and thinks that they should spend more time to educate on this and bring it back next year.

Roll Call Vote: Mr. Howell - Abstained, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by a vote of 3-0-1, with Mr. Howell abstaining.

Mr. Powers asked if the Board would be willing to take up the proposed permanent grant easement for the cell tower that was discussed? He said that in the packet, on page 268, has the draft warrant article that was provided by counsel. The Board has vetted the overall proposal, so if it is agreeable, he would request that they replace Article 38, which they have withdrawn, with the proposed permanent easement for the cell tower?

Mr. MacAskill moved to replace Article 38, with the proposed permanent easement for the cell tower, as presented in the draft warrant, and move this into the final Warrant. Seconded by Mr. McManus.

Mr. Howell said that he felt they were poorly represented by counsel and will not vote for it for that reason.

Mr. MacAskill noted that it is very important that this is for a very specific plan. Mr. Howell said that is what he was eluding to.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Abstained, Mr. Ballantine - Aye. Motion carried by a vote of 3-0-1, with Mr. Howell Abstaining.

39. Mr. MacAskill made a motion to move Article 39, Amend Zoning Article XXIV By Adding A New Section - §325-160 Design Guidelines into the final Warrant.. Seconded by Mr. Howell

Mr. MacAskill said this one is a very short section and there has been a lot of public involvement and it has already been voted in DCPC.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 39, Amend Zoning Article XXIV By Adding A New Section - §325-160 Design Guidelines. Seconded by Mr. Howell.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

40. Mr. MacAskill made a motion to withdraw Article 40, Amend General Bylaw Ch. 304 — Water Dependent Structures, from the final Warrant. Seconded by Mr. Howell.

Mr. Brad Chase, Chairman, Conservation Commission, said that he would like to encourage the Board of Selectmen to consider this article. He said that it has been in the works for numerous years and they view them as essential improvements to clarify and improve the language. They do think these natural resources are under a lot of pressure, and they are important to the Town of Harwich.

Mr. Ballantine said that he thinks a lot of the comments he has on this is pretty self-explanatory and he supports it.

Mr. Howell asked when the hearing was and how many people attended.

Mr. Chase said that the first publicized hearing was in 2019 and then they had two publicized meetings in 2020 and then in February 2021, where they voted on the changes. He said three of them were done through Zoom, but they had participation and he feels a lot of them are important improvements. Four meetings are a fair amount of exposure for them.

Mr. Howell said the people from the Town have not been able to attend.

Ms. Usowski said they were publicized and had a few people from the public attend. They have worked to get the word out there and recently on her recent podcast with the library there was a segment encouraging people to look at and comment on sections of the bylaw. She is also hoping to get together with Channel 18 to do more. She said the commission has worked very hard and request it go to Town Meeting to let the town people decide.

Mr. MacAskill appreciates the commission's work on this and Ms. Usowski's words as well. He said these things really need to happen at the board level .. it has not been a fair year for people to have public participation. He does not think it is worth putting it on this year and we need to educate the public more on these things. They need to come back before us, he does to think it is the time to put it on the warrant.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - No, Mr. Ballantine - No. Motion tied at a vote of 2-2-0.

41. Mr. MacAskill made a motion to withdraw Article 41, Amend General Bylaw Ch. 310 — Wetlands Protection Bylaw from the final Warrant.. Seconded by Mr. Howell

Mr. Howell said he presumes the bold print is the new section, and he understands that the conservation commission has been using the 60' measure already in their descriptions, is that true?

Mr. Chase said they have been recommending it in the past year or so. They voted to impose it the year before.

Ms. Usowski said that it is a regulation currently, not a bylaw.

Mr. Howell is just wondering why they are validating something that is already happening.

Ms. Usowski, regulations have a less stringency then bylaws do, bylaws would give this more strength.

Roll Call Vote: Mr. McManus - No, MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - No. Motion tied at a vote of 2-2-0.

42. Mr. MacAskill made a motion to withdraw Article 42, Amend General Bylaw Ch. 131 — Historic Preservation from the final Warrant. Seconded by Mr. Howell

Mr. Howell said what is the point of having these discussions if we are not going to be serious about pairing down the warrant during a pandemic. This is not the right time to move forward with reconstruction of bylaws, it just isn't.

Mr. McManus said what he is looking at it says; Placeholder for HDHC Demolition Delay Bylaw. Mr. Powers said that this is something that he spoke with the chair of that commission, and he has language but when he was able to get it to counsel he advised them that the board has been looking at reducing warrants, so the historic commission will not be

meeting in time to vet this further, so at this point there has been no action taken on it.

Mr. McManus would agree with that since there is not a proposal in front of them. Mr. Powers said that he believes that this proposal has not gone through the proposal process.

Roll Call Vote: Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

43. Mr. MacAskill made a motion to withdraw Article 43, Approval of DHY Clean Waters Community Partnership Agreement from the final Warrant. Seconded by Mr. Howell

Mr. McManus asked if there was any understanding of what the other towns were doing? Mr. Powers said the most recent subgroup meeting was this past Friday .. the two other communities are still finalizing their warrants; but Dennis indicated considering holding off until their community can have broader community participation. Yarmouth was open to going forward in the spring, but was more motivated by an effort to have the three towns on the same schedule. They are understanding and looking to a special town meeting in the fall.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

44. Mr. MacAskill made a motion to move Article 44, Authorize the sale of 5 Bells Neck Road into the final Warrant. Seconded by Mr. Howell

Mr. Powers noted that this will be re-numbered as Article 17.

Mr. MacAskill noted the change of the motion to move Article 17, Authorize the sale of 5 Bells Neck Road into the final Warrant. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

Mr. MacAskill moved that they accept and adopt, Article 17, Authorize the sale of 5 Bells Neck Road. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

45. Mr. MacAskill made a motion to move Article 45, Amend the Code of Harwich General Bylaws — Chapter 8 Departmental Revolving Funds § 8-1 Funds Established into the final Warrant. Seconded by Mr. McManus.

Mr. Howell said he is trying to be consistent that they are relying too much on revolving funds, so he cannot support it and some future discussion needs to happen.

Mr. MacAskill said he agrees that they need to have a much longer conversation about revolving funds.

Mr. Powers said that the discussion will be part of the discussions that he will be undertaking with the Assistant Town Administrator in June.

Roll Call Vote: Mr. McManus - Aye, Mr. Howell - No, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by a vote of 3-1-0, with Mr. Howell against.

Mr. MacAskill moved that they accept and adopt, Article 45, Amend the Code of Harwich General Bylaws — Chapter 8 Departmental Revolving Funds § 8-1 Funds Established. Seconded by Mr. McManus.

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, MacAskill - Aye, Mr. Mr. Howell - No. Motion carried by a vote of 3-1-0, with Mr. Howell against.

46. Mr. MacAskill made a motion to move Article 46, Annual Departmental Revolving Funds Authorization into the final Warrant. Seconded by Mr. McManus.

Mr. Powers said that the numbers mirrored what was done last year, there were no increases.

Roll Call Vote: Mr. Howell - No, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by a vote of 3-1-0, with Mr. Howell against.

Mr. MacAskill moved that they accept and adopt, Article 46, Annual Departmental Revolving Funds Authorization. Seconded by Mr. McManus.

Roll Call Vote: Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye Mr. Howell - No. Motion carried by a vote of 3-1-0, with Mr. Howell against.

47.Mr. MacAskill made a motion to move Article 47, Stabilization Fund, into the final Warrant. Seconded by Mr. Howell

This required a further discussion of the board and they will bring it back on Monday.

48. Article 48, OPEB Trust Fund, was discussed and agreed to bring it back on Monday for further discussion.

49.Mr. MacAskill made a motion to move Article 49, Fund Prior Year's Unpaid Bills, into the final Warrant, dollar amount to be determined. Seconded by Mr. Howell

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.

50.Article 50, Promote the Town Of Harwich, was voted already.

51.Article 51, Defray the Expenses of The Chase Library and Harwich Port Library, was voted already.

52.Article 52, Supplement Annual Allocation of Mass Cultural Council For Local Cultural Council Grants, was voted already.

53.Article 53, Herring Fisheries was voted already.

54.Mr. MacAskill made a motion to withdraw Article 54, Amend the Code of The Town Of Harwich Charter - Update "Board of Selectmen" To "Select Board" from the final Warrant.. Seconded by Mr. Howell

Mr. Ballantine said that he would like to bring this back. He said that there are 70 towns around the State, that have made the switch.

Mr. MacAskill said that he agrees, however, they had the same conversation last year, and they agreed to do a certain amount of homework to determine what the cost would be for the Town. The State does not recognize “Select Board”, and they need to determine the cost for the Town.

Mr. Howell said that he was told specifically that it was going to cost money and time to do this, and it is a figure that they do not have yet.

Roll Call Vote: Mr. McManus - No, Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. Ballantine - No. Motion tied at a vote of 2-2-0.

Mr. Powers made a statement about the election warrant. He said that the Board will get back on Monday evening, a reflection of all of the votes, and actions, which they took this evening. He is keeping a compendium list of the Scribner’s errors to advise the Board and he is working with the Department Heads and article sponsors, to fill in the explanations that are not presently there. Mr. Powers also explained that the Board will be presented with an agenda item and the annual election ballot for May 18, 2021. They will see the candidates, two ballot questions, and two debt exclusions, which they already put on the Warrant. He said that on Monday, they will have specific agenda items to finalize and close, close and sign the warrant for the annual Town Meeting, and close and sign the warrant for the Annual Town Election.

D. Ongoing discussion – Comprehensive Wastewater Management Plan (CWMP)

1. Discussion – GHD SewerCAD modeling kickoff

There was discussion and agreement to bring this back on Monday, due to the time.

CONTRACTS

- A. Discussion and possible vote for the Board of Selectmen to execute contract with Vermeer Mid Atlantic LLC for a Vermeer SC552 Stump Cutter \$60,039.00

Mr. MacAskill asked where the money is coming from for the stump cutter. Mr. Powers said it was a directive from the Chair, to get to an acquisition and the DPW, Cemetery and Golf, all partnered together. He said that he does know the funding is available to meet this contract.

Ms. Coppola added that a third is coming from the cemetery revolving fund, a third from the golf budget, and a third from the recycling grant.

Mr. MacAskill moved to execute contract with Vermeer Mid Atlantic LLC for a Vermeer SC552 Stump Cutter \$60,039.00. Seconded by Mr. Howell.

Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye. Mr. Ballantine - Aye. Motion carried by unanimous vote.

- B. Discussion and possible vote for the Board of Selectmen to execute contract with Colonial Municipal Group for two (2) Police Cruisers for the Police Department for \$96,930.80

Mr. MacAskill moved to execute contract with Colonial Municipal Group for two (2) Police Cruisers for the Police Department for \$96,930.80. Seconded by Mr. McManus

Roll Call Vote: Mr. Ballantine - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Howell - Aye. Motion carried by unanimous vote.

TOWN ADMINISTRATOR'S REPORT

Nothing to report.

SELECTMEN'S REPORT

Mr. MacAskill said that they rushed through the warrant tonight, but he wanted to say they really did not. They have been discussing most of these things for a year. It has been a long process, and this year, more than normal, there has been a lot of communication and guidelines set. He thanked the Department Heads and Town Administrator for all their help, and reducing their budgets.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 10:20 pm. Seconded by Mr. Howell.

**Roll Call Vote: Mr. Howell - Aye, Mr. MacAskill - Aye, Mr. McManus - Aye.
Mr. Ballantine - Aye. Motion carried by unanimous vote.**

Respectfully submitted,

Lisa Schwab
Board Secretary

Harwich Recreation Department Youth, Park, Beach, & Commission



Memo

DATE: Wednesday, March 31, 2021
TO: Harwich Board of Selectmen
PHONE: 508-430-7513

FROM: Lee Ames
Executive Assistant, Recreation and Youth
PHONE: 508-430-7553
RE: 2021 Long Pond Bass Tournaments

GROUP	DATE	PAID
Mass Bass Nation	04/17/21	CK# 1569
American Bass Anglers	04/18/21	CK# 114
Bean Town Bass	04/24/21	CK# 195
Happy Hookers Bass Club	04/25/21	CK# 629
Capt. Bubs Bass Trail	05/01/21	CK# 4717
Take-A-Break Bass	05/12/21	CK# 2365
Silver City Bass	05/15/21	CK# 1273
Fall River Bass Anglers	05/22/21	CK# 9549
Wildside Bass	05/23/21	Ck # 1103
American Bass Anglers	09/12/21	CK# 114
Strictly Smallmouth	09/18/21	CK# 19406
Silver City Bass	09/19/21	CK# 1273
Take-A-Break Bass	09/25/21	CK# 2365
Baystate Rod Benders	09/26/21	CK# 720
Rod Jockeys	10/02/21	CK# 582
Happy Hookers Bass Club	10/10/21	CK# 629
Take-A-Break Bass	10/17/21	CK# 2365

Cc: John Rendon, Harwich Harbormaster
Chief Guillemette, Harwich Police

100 Oak Street

Harwich, MA 02645

Fax 508-430-7579

Director:

Executive Assistant:

Recreation Program Specialist II:


Eric J. Beebe 508-430-7552
ebeebe@town.harwich.ma

Lee A. Ames 508-430-7553
leeames@town.harwich.ma.us

Susan H. Fraser 508-430-7554
sfraser@town.harwich.ma.us

Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
Chairman, Waterways Committee
From: John C. Rendon, Harbormaster 
Date: April 8, 2021
Subject: Surplus Dredge Material

Ref: (a) Town of Harwich Policy for Disposition of Surplus Goods and Equipment

Request Board of Selectmen approval to make available for purchase surplus dredge material in accordance with reference (a). Barnstable County is scheduled to be dredge both Allen Harbor and Saquatucket Harbor entrance channels this spring (starting end of May). Some of the dredge material will be used as beach nourishment for Grey Neck and Wah Wah Taysee public beaches, but I anticipate having surplus sand available to sell to interested private homeowners. It has been several years since we had sand available for private homeowners to purchase, so I anticipate significant interest. Disposition of the surplus material will be in accordance with MGL Chapter 30B. I have enclosed the Invite to Bid that will run for two weeks in the Chronicle, along with the specifications, bid form, sales agreement and other supporting forms that we have used in the past. Thanks for your consideration.

Encl (1) Bid Forms

TOWN OF HARWICH
POLICY FOR DISPOSITION OF SURPLUS GOODS AND EQUIPMENT

1. If the surplus goods or equipment have no resale or salvage value less than \$100, the Department Head shall determine how best to dispose of such property at the least cost to the town and keep a record of the disposition

2. If the surplus property is determined by the Department Head to have resale or salvage value of less than \$5,000, and the Department Head has offered it and determined that no other department has an interest in the property, the property may be disposed of pursuant to the procedure set forth below in subsection A and B.

A. The Department Head shall solicit written bids/ quotes from at least 2 individuals or companies that may be interested in the item, maintaining a written record of the names and addresses of the individuals and/or companies from which a bid /quote was solicited;

B. The Department Head shall also advertise the surplus property for sale on the town website or on any internet site that offers such property for sale at least 14 calendar days prior to the sale. Any such advertisement shall state the sale date, the date by which a sealed bid/ quote shall be submitted to the town, and shall prescribe a format in which a sealed bid / written quote shall be submitted (written and delivered to a prescribed address).

3. If the surplus property is determined to have resale or salvage value greater than \$5,000, it must first be declared as surplus by the Board of Selectmen, and then may be disposed of in conformance with the procedures of Massachusetts General Laws Chapter 30B.

Approved by the Board of Selectmen on February 21, 2012.

First Reading: February 6, 2012
Second Reading: February 13, 2012
Third Reading: February 21, 2012

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

The Town of Harwich is accepting sealed bids for approximately 10,000 cubic yards or portion thereof of surplus beach sand from the dredging of Allen Harbor and 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, May 13, 2021, 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 4:00 pm Monday through 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.

Joseph F. Powers
Town Administrator

Posted: April, 22 2021
Chronicle: April , 22 2021

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 _____, 2021 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 _____, 2021, 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 _____, 2021, 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



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

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats 110
Renewal Seasonal Opening date 5/31

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Belmont Condominium Trust Phone (508) 432-9028
Doing Business As (d/b/a) Belmont Beach Club d/b/a The Beach
Business Address 1 Belmont Road West Harwich MA 02671
Mailing Address " "
Email Address belmont.manager@comcast.net
Name of Owner Belmont Condominium Trust

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

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

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.

[Signature] By James D. Villard, Trustee
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature] Building Commissioner [Signature] Board of Health [Signature] Fire Department

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Board of Selectmen

FROM: Danielle Delaney, Executive Assistant – Licensing

CC: Joseph F. Powers, Town Administrator
Meggan M. Eldredge, Assistant Town Administrator

RE: 2021 Seasonal Entertainment License Renewals

DATE: April 12, 2021

The licensees below were contacted via email to outline the times and location (inside and/or outside) of where they are requesting to have entertainment. All information below was emailed directly to staff. Also, included below is what the Board of Selectmen approved in 2020.

Belmond Condominium Trust **1 Belmont Road, West Harwich**

Requesting: Friday and Saturday 5PM – 10PM Outside
Recorded or Live Music with amplification and dancing

2020 Entertainment License
Friday and Saturday 7PM – 10PM

Wychmere Harbor Functions LP **23 Snow Inn Road, Harwich Port**

Requesting: Weekday 11AM – 1AM Inside & 11AM – 10PM Outside
Sunday 11AM – 1AM Inside & 11AM – 10PM Outside

2020 Entertainment License
Weekday 12PM – 1AM



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

APPLICATION FOR ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75) ___ 1 day (\$25) New application ___
 Batters Box (\$50) Renewal
 Go Carts (\$50) Annual ___
 Miniature Golf (\$50) Seasonal
 Trampolines (\$25) Opening Date 5/31
 Theater (\$150 per cinema)
Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each) Other _____

Business Name Belmont Condominium Trust Phone (508) 432-8028

Business Address 1 Belmont Road West Harwich MA 02671

Mailing Address _____

Owners Name & Address Belmont Condominium Trust

Email Address belmontmanager@comcast.net

Managers Name & Address Ruth Manchester 1 Belmont Road West Harwich MA 026

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):

(Friday - Saturday) ~~_____~~ ~~_____~~

ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
 Dancing by Patrons (Band)
 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 _____

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 Federal I.D. #

Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

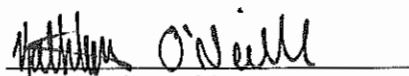
Signature of Partner Federal I.D. #

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



Board of Health



Fire Department



Police Department

comments:

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



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name WYCHMERE HARBOR FUNCTIONS LP Phone 432-0461

Business Address 23 SNOW INN RD HARWICH PORT MA 02646

Mailing Address SAME

Owners Name & Address _____

Email Address MSHARLET@WYCHMERE BEACH CLUB.COM

Managers Name & Address MICHAEL SHARLET

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):

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 X 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 SUNDAY - SATURDAY 11:30 AM - 1:00 AM

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] GENERAL MANAGER
Signature of applicant & title 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.

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

_____ Music 1PM or After (Municipal Fee \$85/State \$50) New application _____
_____ Music prior to 1PM (Municipal Fee \$175/State \$100) Renewal _____
_____ Go Carts (\$50) Annual _____
_____ Miniature Golf (\$50) Seasonal _____
_____ Trampolines (\$25) Opening Date _____
_____ Theater (\$150 per cinema)
_____ Automatic Amusement (\$100)
_____ Juke Box (\$100 each)
_____ Video Games (\$100 each) Other _____

Business Name WYCHMERE HARBOUR FUNCTIONS LP Phone 432-1000

Business Address WYCHMERE BEACH CLUB

Mailing Address 23 SNOW FENN RD HARWICH PORT MA 02642

Owners Name & Address _____

Email Address MSHARLET@WYCHMERE BEACH CLUB.COM

Managers Name & Address MICHAEL SHARLET

TIMES OF ENTERTAINMENT (Please specify where music will be located on your property and what type of entertainment such as live, DJ, recorded)

LOCATED IN VENUE BUILDING: LIVE, DJ

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 X 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 1:00 pm to 1:00 am SUNDAYS SEASONALLY

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] GENERAL MANAGER _____
Signature of applicant & title 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.

[Signature] [Signature] [Signature]
Building Commissioner Board of Health Fire Department

[Signature] _____
Police Department comments:

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



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

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats 110
 Renewal Seasonal Opening date 5/31

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Belmont Condominium Trust Phone (508) 432-9028
 Doing Business As (d/b/a) Belmont Beach Club d/b/a The Beach
 Business Address 1 Belmont Road West Harwich MA 02671
 Mailing Address " "
 Email Address belmont.manager@comcast.net
 Name of Owner Belmont Condominium Trust

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

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

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.

[Signature] By James D. Willard Trustee
 Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature] [Signature] [Signature]
 Building Commissioner Board of Health Fire Department

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

OLD BUSINESS

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039




Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

MEMO

TO: Joseph F. Powers, Town Administrator

FROM: Meggan Eldredge, Assistant Town Administrator 
Griffin Ryder, Town Engineer

RE: Change Order #2 for the Cranberry Valley Golf Course Clubhouse Entrance
Landscape Improvement Project

DATE: April 12, 2021

This memorandum corresponds to *Contracts Agenda Item A – Discussion and possible vote to authorize the Chairman of the Board of Selectmen to execute Change Order #2 with Bowditch Excavating, Inc. for the Cranberry Valley Golf Course Clubhouse Entrance Landscape Improvement Project for \$16,000.00.*

This change order is requested from Bowditch to complete the landscaping project. The work covered in this change order was originally slated to be completed by Golf Department staff, however due to time constraints, Golf Staff does not have time to complete the work themselves. The requested amount of money for this work is within the allowable limit for change orders and there is funding to cover the expense.

I recommend the Board's approval and execution of this change order.

April 6, 2021

CHANGE ORDER NO. 2

TO Shawn Fernandez
Town of Harwich
732 Main Street
Harwich, MA 02645

FR: Bowditch Excavating, Inc.
P.O. Box 527
Accord, MA 02018
William R. Drake, President
bill.drake88@comcast.net

The contract for the Cranberry Valley Golf Course Clubhouse Entrance Improvement Project (Purchase Order #21019) is changed as follows.

<u>ITEM</u>	<u>COST</u>
1. Finish grade, install lighting and install trees and sod. (All materials to be supplied by the Town of Harwich)	\$11,000.00
2. Raise sewer manhole cover at walk	\$250.00
3. Purchase and install pavers at the shed door	\$750.00
4. Purchase and install six (6) cement sonatubes four (4) feet deep at pull cart storage area	\$1,200.00
5. Purchase and install pavers at pull cart storage area	\$2,800.00

The total amount to be added to the initial contact price of \$86,300 and Change Order No 1 \$800.00 for the aforementioned work is \$16,000.00. The total contract price is now \$103,100.00.

Bowditch Excavating, Inc.
By: William R. Drake
William R. Drake, President
Date: 4/6/21

Accepted by Town of Harwich
By: _____
Its: _____
Date: _____

Approved as to Availability of Funds:

Finance Director (\$ _____)
Contract Sum

TOWN
ADMINISTRATOR'S
REPORT

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #2

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

One Week Look Ahead (04/05-04/09)

- Pump Station Crew #1
 - Demobilized awaiting building delivery

Two Week Look Ahead (04/12-04/16)

- Pump Station Crew #1
 - Continue work at Church Street South
 - Set Building with United Concrete – 4/15

Three Week Look Ahead (04/19-04/23)

- Pump Station Crew #1
 - Continue work at Church Street south pumping stations
 - Continue Harden Lane electric and site preparation

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE
Date Submitted: April 5, 2021

One Week Look Ahead (04/05/21-04/09/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
 - Cleanup at Various Locations of Road Shoulders
 - Continue Working on the Parshall Flume

Two Week Look Ahead (04/12/21-04/16/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
 - Cleanup at Various Locations of Road Shoulders
 - Continue Working on the Parshall Flume

Three Week Look Ahead (04/19/21-04/23/21)

- Pump Station Crew # 1
 - Continue Working on Spence’s Trace & RT 137 Pump Station Site’s
 - Cleanup at Various Locations of Road Shoulders
 - Continue Working on the Parshall Flume

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor’s actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.



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

April 5, 2021

Below is a detail of the Treasurer's Revolving Fund account for the 3rd quarter of fiscal year 2021. There were no expenses charged for the quarter. Revenues of \$5,462.54 are received from collection of fees added to tax lien bills.

EFF DATE	REFERENCE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
01/27/2021	cash recpt	-310.00		2019 TL TAX
01/27/2021	cash recpt	-4,304.93		2007 TL TAX
02/11/2021	cash recpt	-187.20		2015 TL TAX
02/24/2021	cash recpt	-142.38		2011 TL TAX
03/10/2021	cash recpt	-105.00		2015 TL TAX
03/15/2021	cash recpt	-117.44		2013 TL TAX
03/26/2021	cash recpt	-295.59		2018 TL TAX
		-5,462.54		

Respectfully submitted,

Amy Bullock
Treasurer/Collector