

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, December 9, 2019

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

I. CALL TO ORDER

- II. EXECUTIVE SESSION** – 1. Pursuant to MGL Chapter 30A, section 21 (a) (2) Convene in executive session for the purpose of discussing strategy concerning a potential agreement with non-union personnel.
2. Pursuant to M.G.L. c. 30A, §21(a)(3), to discuss strategy with respect to litigation if an open meeting would have a detrimental effect on the litigating position of the public body and the Chair so declares - Chief of Police David J. Guillemette v. Orleans District Court and Jeffrey Gomes.

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

- A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

A. Minutes:

1. May 13, 2019 Regular Session
2. June 3, 2019 Regular Session

- B. Vote to accept the resignation of Dean Hederstedt, Harwich Board of Appeals, effective 12.5.19

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

VIII. NEW BUSINESS

- A. DHY Clean Waters Professional Services Agreement Discussion – Dave Young, CDM Smith
- B. Annual Meetings with the Board:
 1. Conservation Committee
 2. Harwich Port Parking Committee
 3. Harwich Port Noise Containment Committee
- C. Vote – Annual Liquor License Renewals 2020 – as listed in the packet
- D. Vote – Annual Common Victuallers License Renewals 2020 – as listed in the packet
- E. West Harwich DCPC Update and Next Steps
- F. Vote to appoint Town Engineer as the replacement to the DHY Clean Waters Community Partnership replacing former Town Administrator
- G. Discussion and possible vote - Board of Selectmen hereby delegates the duties to administer, implement and enforce the Town of Harwich Comprehensive Stormwater and Illicit Discharge Regulations to the Harwich Town Engineer
- H. Discussion and possible vote - potential legislation for hardship tax exemption process
- I. Town Administrator Search Process; Search Firms, Salary Requirements, Other Towns Experiences

IX. CONTRACTS

- A. Possible vote - Weston & Sampson DHY Peer Review Engineering Services

X. OLD BUSINESS

XI. TOWN ADMINISTRATOR'S REPORTS

- A. Budget/Warrant Timeline FY2021
- B. Departmental Reports

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:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
December 5, 2019

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: December 6, 2019

One Week Look Ahead (12/9-12/13)

- Mainline Sewer Crew # 1
 - Continue Installation on Route 39
**Detour for part of the week **
- Mainline Sewer Crew # 2
 - Continue Installation of Sou West Drive
 - Continue Installation on RT137
** Detour **

Two Week Look Ahead (12/16-12/20)

- Mainline Sewer Crew # 1
 - Subcontractors performing various tasks at various locations
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Three Week Look Ahead (12/23-12/27) ** No Work on 12/25 **

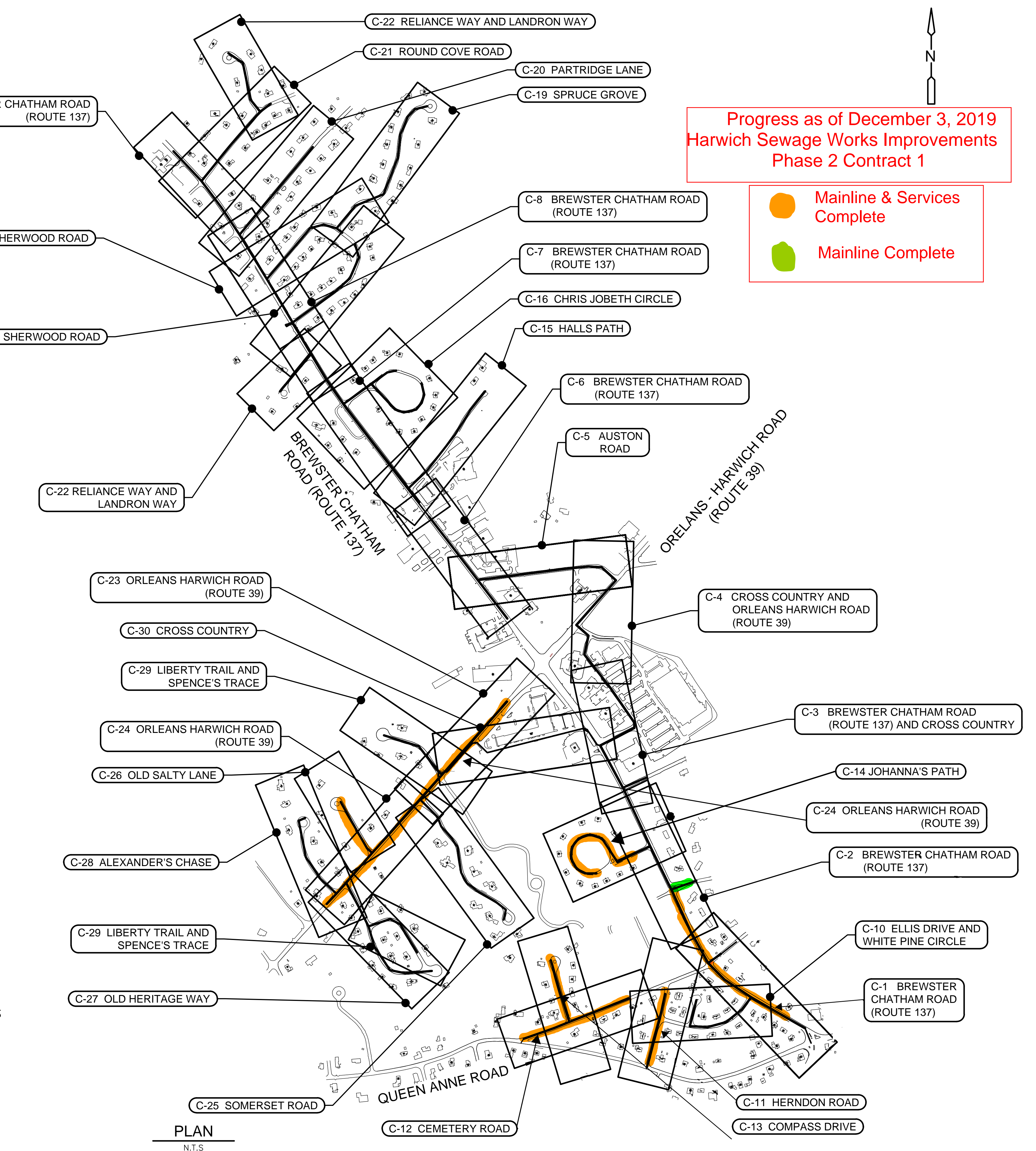
- Mainline Sewer Crew # 1
 - Subcontractors performing various tasks at various locations
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

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.



Progress as of December 3, 2019
Harwich Sewage Works Improvements
Phase 2 Contract 1

-  Mainline & Services Complete
-  Mainline Complete



PLAN

N.T.S

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MAY 13, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Interim Assistant Town Administrator Robert Lawton, Lincoln Hooper (Department of Public Works Director), Chief Clarke, and others.

WEEKLY BRIEFING

No one appeared before the board.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. McManus announced the Lower Cape Kiwanis club Annual Plant Sale on Saturday and Sunday (May 18-19, 2019) at Drummer Boy Park. The fundraiser provides leadership training and scholarships for youth on Cape Cod. Plants will be provided by Friend's Market in Orleans.

CONSENT AGENDA

- A. Minutes:
 - 1. April 22, 2019 – Regular Session
 - 2. May 6, 2019 – Regular Session
- B. Approve the recommendation of the department of public works director to accept the Barnstable county bid for gas and diesel for FY20.
- C. Approve the use of approximately \$700k in Chapter 90 funds for the Road Maintenance Program as requested in the Capital Plan for FY20, including but not limited to Lower County Road and all accosts incidental and related thereto.
- D. Accept resignation of Barry Knowles as a member of the Brooks Academy Museum Commission.
- E. NA

Mr. MacAskill asked to hold Item E.

Mr. McManus moved adoption of the Consent Agenda Items A1, A2, A3, B, and D. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Regarding Item C: Mr. MacAskill asked about plans for minor repairs to Lower County Road, given that the spending for Lower County Road had not been approved at town meeting. Mr. Hooper (DPW) acknowledged that there is some debate about what to do, but that this is part of the normal public works 5-year plan. All State Asphalt currently holds the contract for procurement of the chipped seal. Mr. Clark added that at this time only minor repairs will be accomplished at Lower County Road, and that any larger projects that might include sewer would require further discussion. Mr. Howell had questions about future funding. Mr. Clark explained that the town missed its opportunity for funding because of changes dictated by the state, so we will need to seek approval at the next year's town meeting. Mr. MacAskill moved to approve the Chapter 90 project request as presented. Mr. McManus seconded the motion and the motion carried by a 5-0 vote.

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

A. Public Hearing – Improvements to Seth Whitefield Rd. (a.k.a. Hawksnest Rd.) and Round Cove Rd. proposed by Robert Fratus

Mr. Clark provided overview: the board requested the DPW to do improvements. There had been improvements to the road by Robert Fratus. He had a license agreement to do work on Hawksnest and is now requesting for the town to do the work, because it is a public way. There is also a request for improvements additionally to Round Cove Rd. This request is to see if the board of Selectman will direct DPW to make the improvements or require the developer to make improvements.

Ms. Kavanaugh reminded Mr. Fratus to limit his arguments to the development of Hawksnest Rd. and Round Cove Rd. specifically.

Bob Fratus introduced himself. He was asking the town to put T-base on a section of Hawksnest Rd. and widen Round Cove Rd. to allow for easier vehicle accessibility and limit vehicle damage. He feels he currently experiences all the traffic because other access roads to the park don't allow for two-way traffic. He feels the state dictates that the town is required to maintain the road width to a minimum of 20 feet and that Round Cove Rd. is a town road. He specified that the town's standard is 16 feet by 16 feet with 12 feet of gravel. He would like the town to maintain it to the minimum standard. Ms. Fratus additionally specified that they are not requesting paving the road. She clarified that they are only selling one subdivision. They are selling one lot to a family building a three-bedroom house. The lots are large because the zoning requires a minimum of 100,000 square feet per lot. She suggested that improvements will allow emergency vehicles to access Hawksnest Pond more quickly via Round Cove Rd. (which they cannot currently do) without increasing traffic significantly, and that police are able to patrol the pond more readily given the improvements they have already made. Ms. Fratus described the locations of public vs. private land around Hawksnest Rd. and Round Cove Rd. and explained that several private property owners along Hawksnest Rd. are in favor of the improvements to Round Cove Rd.

The Board took further comments from members of the public who had concerns about the town funding improvements:

Helene Borges, resident of Round Cove Rd. for approx. 20 years, submitted to the Board of Selectmen a petition from a group of residents in the surrounding area against improvements to Round Cove Rd. She feels that it is possible for emergency vehicles as is. She feels that there have been trees illegally cut on the state park side in order to widen the road. She does not feel that Round Cove Rd. was meant to be a throughway and believes Mr. Fratus wants to make improvements to Round Cove Rd. in order to limit traffic by his property on Hawksnest Rd. She would like the board to turn down the proposal.

Nadine Anzaldi, resident of Haromar Heath Rd., submitted a petition from neighbors in the area. She argued that many people are opposed to further changes for the following reasons: 1) They don't want their taxes being used to supplement developer projects, 2) Hawksnest Rd. has been widened beyond the allowed 18 feet (to 24 feet in some places) and they believe graveling Round Cove Rd. would harden the road into an asphalt with traffic and make the road a throughway and disrupt the neighborhood, 3) Widening the road would negatively impact the natural environment in the area.

Peggy Gabour read letters documenting the progression of development by Mr. Fratus at Hawksnest and Round Cove Roads. She suggested that Mr. Fratus has not fulfilled the terms of a previous road improvement requests and instead has widened the road to 26 feet instead of the

agreed 18 feet and never completed laying the gravel. She asked that Mr. Fratus pay to complete the improvements from his previous request using gravel only.

Noel Donovan, resident of the Six Ponds District, voiced several concerns regarding previous development by Mr. Freitas. The Hawksnest Rd. is subject to the scenic roads corridor regulations as part of the Six Ponds District which require a 100-foot buffer along the road where natural vegetation must be maintained. She is concerned that Mr. Freitas has already violated these regulations by clearcutting and installing lawns within this buffer. She also asked why the driveway for the property on 3 Raptor Rd. was instead placed on Seth Whitefield Rd. She voiced concerned that the improvements already made on Hawksnest Rd. have led to erosion and would like these issues addressed before additional improvements are made, regardless of whether the town or the developer pay for them.

Mr. Fratus argued that some of the areas on the sides of the road have been seeded. But that people have driven on it, keeping it from growing in properly.

Gerald Beltis, resident of Haromar Heath Rd., suggested that if Hawksnest Rd/Seth Whitefield Rd. are town roads, any previous improvements should have been voted on by the town. He questioned whether or not there was record of the town owning the road.

Carol Burlich, resident of Round Cove Rd., read a letter from her neighbor against improvements to the road, citing concerns for increased traffic and poor visibility at the intersection with Queen Anne Rd.

Margo Fenn, resident of John Joseph Rd., voiced concern about increasing potential vehicle traffic through the natural area surrounding Round Cove Rd. She also suggested that the town should not pay to improve the rural Round Cove Rd. if it cannot afford to pay for improvements to the highly trafficked Lower County Rd.

Ida Raoof, resident of Round Cove Rd., is concerned about a decrease in safety along the road for young children, should the improvements lead to increased traffic. He is concerned that widening the road will lead to fewer pedestrians because walkers will not feel as safe on the road, it will lead to safety concerns with more people partying at the ponds, and it will decrease access for utility crews because the utilities are accessed underground.

Dan Wolfe, resident of Nathan Walker Rd., believes that GIS technology will lead people down Round Cove Rd., if improvements are made. He also suggested that, in most cases, the developer should pay the town for mitigation. In this case, he feels the developer is instead asking the town to pay for the impact of the road. He said he has been enjoying the woods in the area for a long time and does not see the changes to the road to be improvement and any development should require a full report on the environmental and safety impacts. He would also like there to be an environmental impact report on the work that has already been done.

David Plum, resident of Round Cove Rd., purchased his house because of the rural nature of the neighborhood and “bumpy dirt road”. He said he has already noticed an increase in traffic with GPS and the small improvements already completed and any further changes to the road would increase that further. He requested no further work or improvements be completed.

Kim Kassner, resident of Mary Beth Lane, said that she moved to the area because of the wild backyard. She does not want to see the area getting busier than it is now.

Sandy McLardy, resident of Pleasant Bay Rd, spoke about the value of the Hawksnest Park area in promoting in children and families an appreciation for the natural world.

Helen Borges clarified that the decrease in trash of which Ms. Fratus spoke resulted from a group of neighbors cleaning the area themselves. She is concerned that the improvements will lead to more traffic and more parties.

Patty Bowman, resident of the area, says she uses the area to walk her dog every day. She believes that Mr. Fratus should be able to make improvements to the road because they own the land and care about the area and because she thinks it will improve the safety of the area through improved access to first responders. She also believes it will improve access for people with disabilities and thinks it will prevent her car from get scratched by branches as it has been in the past.

Fire Chief Norm Clarke clarified that the fire department can access the area safely as it is. DPW has jurisdiction to fix potholes in any dirt roads that are inaccessible to first responders, but the area under discussion is currently accessible as is.

Mr. Beltis added that the Commonwealth of Massachusetts does not believe this to be a state issue.

Susan Manfredonia, resident of Haromar Heath Rd., asked that Mr. Fratus keep the integrity of the natural space when making changes to the property.

Mrs. Fratus clarified that they were required to widen the road as part of the license agreement.

Mr. Howell moved to close the public hearing. Mr. Ballantine seconded the motion. The motion carried by unanimous vote. Mr. Ballantine voiced concerns about the financial costs for the town to improve the road and suggested the town had already determined the road to be privately owned. Mr. MacAskill asked Mr. Clarke if the town was legally required to maintain Round Cove Rd to a certain width. Mr. Clarke answered that, as a cart path, the town is required to maintain it as “passable” but that the request is beyond what is required of the town. Mr. McManus commented that he has found both roads to be passable even in his Toyota Prius. Mr. Howell expressed concerns about the environmental impacts if the town were to pave all small roads and cart paths in similarly fragile natural areas. He also reiterated that the Mr. Fratus had not yet complied with the terms of the license agreement and expressed concerns regarding the environmental impact of using T-base, as it is impermeable and produces runoff. Ms. Kavanaugh reiterated that the license agreement in place has not yet been completed and that the area under concern is fragile. She also brought up that the town of Harwich and other towns are working to improve regulations regarding runoff, to comply with state regulations. Mr. McManus asked that staff review completed work before authorizing further work. Mr. Howell made a motion to deny the current proposal. Mr. Ballantine seconded the motion. The motion to deny the proposal passed by unanimous vote.

B. Ad Hoc Harwich Port Parking Committee presentation of recommendations for parking option in Harwich Port area.

Alexander Donohue, member of the Ad Hoc Harwich Port Parking Committee, addressed members of the Board. He reminded the board that there are still two openings to be filled on the Committee. The Committee recommends that signs with the letter “P” municipal sign of parking with arrows be placed at the entrance to the municipal lot and at the back of the lot on the Pleasant St. entrance and exit. At the newer employee parking area, the Committee recommends a sign reading, “Employee Parking”. Finally, the Committee recommends no beach parking at the Route 28 side of Pleasant St. and the employment of 1.5 parking monitoring positions. The adjacent banks have agreed to allow public parking after 5pm.

Mr. Howell informed the Board that they are close to filling the open positions. Mr. McManus asked about the duties for the 1.5 monitor positions. Mr. Donohue answered that the Committee needs monitors to collect data to determine if new cars are parked in areas on Pleasant St. following the installment of no beach parking signs. Mr. Howell requested that the Committee report some preliminary data by the fall for funding purposes.

Cindy Williams, Executive Director of the Harwich Chamber, addressed the Board. Wanted to confirm that there will be “No Beach Parking” signs at the front and the back of the lot, and that this is only a starting point to address parking issues. She is working with volunteers to properly educate the public regarding parking, so that they can collect enough data to report by the fall.

Bob Conan of Pleasant St. thanked the Committee, the Board, the banks, the business community, and Ms. Williams for current efforts to address parking options in Harwich Port and including the residents in the discussion.

Mr. Williams added that the parking maps will include a thank you to the Cape Cod 5 and TD Banks in Harwich Port for their parking contributions.

Mr. McManus made a motion to concur with the Parking Committee’s proposals to implement signage. Mr. Howell seconded the motion. The motion passed by unanimous vote.

NEW BUSINESS

- A. Request by Sarah Gustafson to plant a perennial garden by the back door of town hall for pollinators and for the bee population for a Girl Scout Gold Award project.

Mr. McManus moved to approve the planting of a perennial garden at the back door of town hall for pollinators. Mr. Howell seconded the motion. Mr. Ballantine asked Mr. Clark about any obstacles or concerns based on his review of the request. Mr. Clark responded that the area under consideration is a small plot that is no longer in use and is in favor of the idea to make it more aesthetically pleasing. The motion passed by unanimous vote.

- B. Proposal to modify the bylaw seasonal hourly wage by adjusting the title intern – *vote to approve*

Mr. McManus moved to approve the establishment the word “intern” in the seasonal wage schedule. Mr. MacAskill seconded the motion and the motion carried by unanimous vote.

- C. Request for transfer from the reserve fund for the Recreation Department – *vote to approve and send to Finance Committee for a vote.*

Mr. Clark explained that there is an electrical problem affecting the lights at Whitehouse Field where the Harwich Mariners play. The funding is intended to identify problems and make some temporary fixes that will allow for the recommended amount of candlelight through the upcoming Cape Cod Baseball League season. Mr. Ballantine asked to clarify that the request was for \$20,000 from the reserve fund. Mr. MacManus asked why this hadn’t been planned for if this had occurred last year and how the money for the Recreation Department account is usually generated. Mr. Clark answered that the Harwich Mariners had raised the concern with him a month ago.

Mr. McManus moved to approve the request for transfer from the reserve fund to the Recreation Department in the amount of \$20,000, subject to the approval from the Finance Committee. Mr. Howell seconded the motion and motion carried by unanimous vote.

- D. Vote to approve recommendation by the Town Administrator approve dog order for a hearing held on April 25, 2019.

Mr. Clark asked to hold the vote so that he can make changes to the request, given the dog is moving to a more suitable home outside of Massachusetts. Mr. Howell moved to table the recommendation. Mr. MacManus seconded the motion and the motion to table the recommendation carried by unanimous vote.

- E. Finance Director's performance evaluation performed by Town Administrator – *vote to confirm.*

Mr. Clark spoke favorable of Carol Coppola, the Finance Director, explaining that she scored a 91 out of 100 on her performance review. Given her favorable review, Mr. Clark suggested that the Board approve her Cost of Living salary adjustment to go in effect on July 1, 2019. Mr. Howell requested blank forms and an additional week for the Board to perform their own evaluations, given that the employees under consideration are direct hires. Mr. Clark clarified that the Board is meant to use the Town Administrator's evaluation. Mr. MacAskill had questions about the legality of putting a personnel's review/evaluation into a document available to the public. He also commended Ms. Coppola and Chief Clarke for their exceptional service to the town and apologized to both of them for the confusion with the forms/packet. Chairman Kavanaugh expressed that the Board had received the written evaluation (in the confidential section of the packet), but only after she had requested them. The board had originally received the packets on Friday without the performance evaluation. Mr. Ballantine felt that everyone's input would likely be positive, but he did not want the Board's approval to become a pro forma activity. Chairman Kavanaugh clarified that the original intent was to receive the packets, bring the results of the evaluation before the board on May 13, review the material, and review the decision again the following week (on May 20). Regarding Mr. MacAskill's legal questions, Mr. Clark said that legal precedence suggests that performance related items, specifically, are subject for public discussion and public record. There was some discussion between Mr. Clark, Mr. Howell, and Chairman Kavanaugh regarding the Board's role in the performance evaluation. Chairman Kavanaugh clarified that the Board has not in the past performed its own reviews, and if the Board was to do that moving forward it would need to be clear about that change. The vote to confirm the Finance Director and the Fire Chief's performance evaluation will be discussed by the board on Monday, May 20, 2019.

- F. Town Administrator's performance review performed by Robert Lawton Retired Yarmouth Town Administrator.

Chairman Kavanaugh clarified that she has received only two requests (from Mr. Ballantine and Mr. Howell) to place this item on the agenda and that this item is being addressed at the Board meeting following Town Meeting, as was done last year. Mr. Howell suggested that this was supposed to be a self-evaluation and expressed concerned that the review was performed by a person subordinate to Mr. Clark and under brand new criteria. Mr. Clark is happy to score himself but thought the Board would appreciate an outside evaluator with professional experience in the same role. He also wanted to bring this to the Board before it changes over. Mr. MacAskill agreed that the town employees dislike the old form, but that he is not comfortable using a new form before it is discussed and agreed upon by the board. He plans to use the old form for Mr. Clark's evaluation. Mr. MacAskill agreed with Mr. Howell's concern about Mr. Lawton's review of Mr. Clark and will not be using it to evaluate Mr. Clark's performance. Mr. Ballantine expressed that is doesn't matter whether Mr. Clark reviews himself or asks Mr. Lawton to review him, because the Board's review is most important. He also expressed concerns with the evaluation form. Mr.

McManus used the new form and was pleased with it but believes in general that the narrative portion of the performance review is most important, regardless of the form used. Chairman Kavanaugh agreed with Mr. McManus's comments that review forms are generally difficult and appreciated Mr. Lawton's contribution. The Board agreed to use the new form and return it to the Chairman by Wednesday.

- G. Contracts/agreements between the Town of Harwich and Barnstable County for the dredging of Allen Harbor in the amount of \$67,500—*authorize the chair to sign.*

Mr. McManus moved to approve contract with Barnstable County for the dredging Allen Harbor in the amount of \$67,500 and authorize the chair to sign the contract. Mr. Howell seconded, and the motion passed by unanimous vote.

- H. Agreement between the Town of Harwich and CDM Smith for professional services, Dennis-Harwich-Yarmouth (DHY) assistance agreement \$50,000 per grant agreement—*Authorize the Town Administrator to sign.*

Mr. McManus moved to approve the agreement and authorize the Town Administrator to sign. Mr. Ballantine seconded the motion. Mr. Howell expressed concern about the lack of legal review for the contract. The motion passed by a vote of 3-2, with Mr. MacAskill and Mr. Howell voting against the motion.

- I. Change order for Fire Station No. 2 in the amount of \$46,402.62—*Approve and authorize the chair to sign.*

Mr. McManus moved to approve the change order and authorize the chair to sign. Mr. Howard seconded the motion. Chief Clarke addressed the Board: the amount for the change order is now \$45,065.45. Mr. McManus moved to approve the change order in the amount of \$45,065.45 and authorize the chair to sign. Mr. Howell seconded the motion. Mr. Ballantine asked Chief Clarke for an explanation for the charges, which Chief Clarke provided. The motion carried by unanimous vote.

OLD BUSINESS

- A. Continuation of Harwich Inn and Tavern outdoor entertainment license plan.

Mr. Clark explained that the board had held off on the discussion in regards to the entertainment license for the music. Mr. Clark and Chair Kavanaugh visited the site since the last meeting to evaluate the noise level and speak with the license applicants. Mr. Clark suggested that playing music in a certain area and directed toward the building would help to lessen the noise for the community. Chair Kavanaugh clarified that the application for outdoor entertainments is only for noon-8pm.

James Tsoukalas, owner of the Harwich Inn and Tavern, thanked the board and asked that he not be judged based on the actions of previous owners.

Chair Kavanaugh opened the discussion to the public.

Several residents expressed concern about the return of noise from outdoor entertainment after having experienced lots of violations over the years from previous owners of the establishment:

Mary Albis of Smith St., West Harwich
Sabastian Woodry, Harwich resident
Ira Mendoza, resident of Smith St. in Harwich

Bob Carney, resident of Mansion St. in Harwich
Judy Blatchford, resident of Smith St. in Harwich
Pat Marchand, resident of West Harwich

Other residents spoke in support of granting Mr. Tsoukalas his license and in support of his business:

Kathleen Healy, Harwich resident
Paul Norton, resident of Smith St. in Harwich

Mary Albis, Smith St. West Harwich, was upset that the sound test was not open to the public. She expressed that multiple business are successful without outdoor entertainment and was concerned that the recommendations are not enough.

Chair Kavanaugh clarified that she and Mr. Clark made individual visits to the location and did not have a set meeting time for a sound test. She did not know that Mr. Tsoukalas had not invited the public.

Ms. Healy, Harwich resident and musician, spoke positively of the changes Mr. Tsoukalas is implementing at his venue in order to respect the neighbors.

In response to public comments, Mr. Tsoukalas explained that he is responsible for the music and making sure musicians follow the rules. The Board clarified that if he does violate the terms of the license, after three noise complaints there is a process for removing his license. Chair Kavanaugh also clarified that the site plan allows for only one amplifier.

Bob Conan of Pleasant St. in Harwich suggested a noise committee, similar to the parking committee, to provide a forum for resolving this issue.

Cindy Williams from the Harwich Chamber of Commerce explained that the Chamber will be having a meeting before the summer season with the Police Department, Fire Department, Planning Board, Building Department, and all businesses with liquor licenses (restaurants, bars, and liquor stores) so that the businesses know all the policies regarding public safety.

Chair Kavanaugh closed the public comments portion of the discussion after all topics had been covered. Mr. McManus explained that the number of people allowed under the license is much higher than the number that would legitimately use the space while running a restaurant. Mr. Howell expressed concern about the difficulty in containing the sound and will not be supporting the license without some measures meant to test the effect of allowing such entertainment. Mr. Ballantine spoke in support of allowing entertainment on only a few nights a week initially, as presented by members of the public. Mr. MacAskill also spoke in favor of a limited license (Thursday, Friday, Saturday), with a review on how the neighbors respond. Mr. Ballantine made a motion to approve the license for outdoor amplified music (as shown on the plan) on Thursday, Friday, and Saturday from 4pm-8pm and that this be formally reviewed by the Board at the end of July. Mr. MacAskill seconded the motion and the motion carried by a vote of 4-0-1, with Mr. McManus abstaining.

B. Retiree health insurance update.

Mr. Lawton explained that this is an update to the policy adopted last year. The town treasurer suggested there be two bridge options: A) that a town employee on his/her spouse's insurance plan at the time of retirement be allowed a bridge to use the town's health insurance following retirement, and B) that a town employee also employed elsewhere with healthcare at the time of retirement be allowed to adopt the town's

policy. These options require the employee to make a decision within 5 years of retirement. Mr. MacAskill asked about the 5-year limit. Mr. Lawton clarified that a person using his/her spouse's insurance plan has until three months following his/her spouse's retirement to choose the option. Mr. MacAskill suggested changing the limit to 7 years and made a motion to approve the retiree health insurance plan as submitted with the 7-year option. Mr. Howell seconded the motion and the motion carried by unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

A. New town engineer Griffin Ryder

Mr. Clark announced that the town is happy to have Mr. Griffin Ryder on board as the new town engineer.

SELECTMEN'S REPORT

A. Donation of grand piano to the Cultural Center

Mr. McManus explained that he had been contacted by the owner of Belmont Condominiums on behalf of two residents of the complex, Jim Hilliard and Christine Rodrigues. They are looking for someone to donate their grand piano. The Cultural Center would like to receive the piano, but the Board needs to officially accept the donation before it can be moved. On behalf of Jim Hilliard and Christine Rodrigues, Mr. McManus asks the Town of Harwich Board of Selectmen accept the donation of a 6.5-foot grand piano. He waited to bring it to the Board until the quality of the piano and requirements were settled.

Mr. MacAskill expressed concern that this was not an official agenda item and therefore a violation of open meeting. Mr. McManus explained that this was not foreseen at the time the agenda was created and explained that the owners need the piano to be moved before next meeting, so the town will lose the piano if it does not accept the donation before next meeting. Mr. Clark suggested that the administration will have it moved and the Board can officially accept the donation at the next Board meeting.

B. Conduct at town meeting

Chair Kavanaugh expressed concern over the treatment of department heads during the previous week's town meeting, specifically as it related to the Pet Cemetery discussion. She found the treatment of Robin Kelly to be upsetting and was upset that a student was denied the option to speak during the plastic water bottle ban discussion. She hopes the department heads know how much they are valued, that people continue to participate in town meeting, and that we continue to value our students—they are our future voters. She also thanked the town moderator, Michael Ford, for overruling the decision to deny a student the chance to participate in discussion.

C. Phase two of sewer discussion

Chair Kavanaugh received notice of the phase 2 of the sewer discussion taking place on May 21, 2019 at 5pm.

D. Board meeting location change

Meeting on Monday, May 20 will start at the Old South Harwich Meeting House to view the renovation.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 10:05 p.m. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Shilo K. Felton
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 03, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Ford, Howell, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Joe Powers, Larry Cole, Frank Puzio, and others.

REORGANIZATION OF THE BOARD

Mr. Ballantine called for nominations for Chair to the Board of Selectmen. Mr. Howell moved to nominate Mr. Ballantine to remain as Chair for the year. Mr. MacAskill seconded. No other nominations were offered, and Mr. Ballantine was elected Chair to the Board by unanimous vote.

Mr. Howell moved to nominate Mr. McManus as Vice Chair to the Board of Selectmen for the year. Mr. MacAskill seconded the nomination. No other nominations were offered, and Mr. McManus was elected Vice Chair to the Board by unanimous vote.

Mr. MacAskill moved to nominate Mr. Ford as Clerk to the Board of Selectmen. Mr. Howell seconded the nomination. Mr. McManus moved to nominate Mr. MacAskill as Clerk. Mr. Ford seconded the nomination. Mr. Ford was elected Clerk to the Board by a vote of 3-2 with Mr. MacAskill, Mr. Ballantine, and Mr. Howell voting in favor of Mr. Ford.

Mr. McManus made a motion that Michael MacAskill and Don Howell be appointed as the interview committee. Mr. Ford seconded, and the motion carried by unanimous vote.

WEEKLY BRIEFING

None presented.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Ballantine announced that the town's bond rating has increased from AA+ to AAA. He asked for comments from Mr. Ford (due to his financial background) and from Mr. Clark. Mr. Ford confirmed this to be a large achievement by the town. Mr. Clark outlined the work by the town staff that went into achieving this rating. Mr. Ballantine also mentioned that this new bond rating grants the town lower interest rates.

Mr. McManus read a letter from Mary Oldach, Principal of the Harwich Elementary School, announcing a 25th anniversary celebration for the Castle in the Clouds Playground.

Mr. Clark announced that Dan Knapick, Yarmouth Town Administrator, invited the Town of Harwich to become a Green Community. The Secretary of Energy and the Environment presented a check to the Town

on Saturday. Mr. Cole outlined the process by which the Town qualified over several years. The Board, Mr. Cole, and Mr. Clark stood for a photo opportunity behind the large check.

CONSENT AGENDA

- A. Vote to approve recommendation of the Jim Noonan Human Services Grant Review Team to award FY20 Human Services Grants—Emily Mitchell
- B. SEMCSports applications for Road Race—for Family Food Pantry to be held on 11/16/19
- C. Vote to approve the 10th Annual Chamber of Commerce Charitable Foundation Road Race to be held on Saturday, June 22, 2019.
- D. Vote to approve the recommendation of the Assistant Town Administrator to approve the installation of approximately 40' of conduit under the town road to provide service to customer at 22 Vacation Lane in Harwich.

Mr. McManus moved adoption of the Consent Agenda Items B, C, and D. Mr. Howell seconded, and the motion carried by a unanimous vote.

Regarding Item A: Mr. Howell and Mr. McManus recused themselves of the vote due to conflict of interest. Mr. MacAskill moved adoption of Item A. Mr. Ford seconded and the motion carried by a vote of 2-0, with Mr. Ballantine abstaining. The Board briefly discussed the possibility of a formal Grant Committee.

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

- A. Public Hearing—Application by First Crush Winery Cape Cod for Annual, On Premises, Farmer Series Pouring Permit for Wines, Frank Puzio, Manager

Mr. Clark provided background—Mr. Puzio's business has essentially grown out of its current space. The original site plan is only for wine manufacturing. Retail would require Mr. Puzio to go through a site plan review. This would allow for take-out or retail, but not a sit-down restaurant. Septic will also need to be addressed with the Board of Health. Mr. Clark recommends tabling the vote following the hearing until site plan and septic have been approved.

Mr. MacAskill asked a clarifying question related to the pouring license. Mr. Puzio is essentially requesting that guests be allowed to purchase additional glasses of wine following the tasting. He does not intend to become an afterhours drinking establishment.

Mr. MacAskill moved to continue the discussion on a later date. Mr. Ford seconded, and the motion carried by unanimous vote.

NEW BUSINESS

- A. Reminder—The Community Center's closing hours at 9:00 PM will begin 7/1/19

Mr. Clark explained that very few people are using the center after 9:00 PM, so the director recommended, as part of the budget hearing, that the center close at that time.

B. Selectmen's Summer meeting schedule and Non-Resident Taxpayer's Meeting discussion

The suggested schedule proposes meetings on 7/1, 7/15, 7/29, 8/12, 8/26, and 9/9. August 12 would be the Non-Resident Taxpayer's Meeting.

Mr. MacAskill is concerned about the ramifications to budget decisions from the gaps in the meetings.

Mr. Howell moved to accept the schedule as written. Mr. McManus seconded, and the motion carried by a vote of 4-0-1, with Mr. MacAskill abstaining.

TOWN ADMINISTRATOR'S REPORTS

Mr. Clark announced that the Town does have bidders for the solar sites: the cart barn, golf course, police station, and the community center. He will have a request for the Board to consider solar leases at the various sites.

Bids have come in for the sewer project. CDM is working on reviewing the bids and will have a recommendation for the Board.

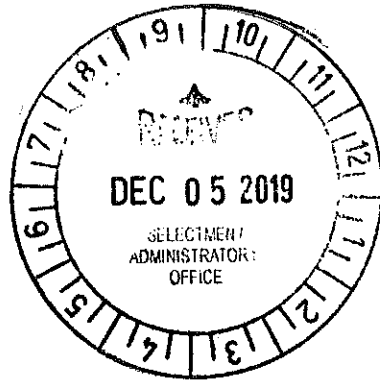
The Town is in line to receive a \$600,000 grant to construct sidewalks around town as part of Safe Groups to Schools.

ADJOURNMENT

Mr. McManus moved to adjourn at 7:13pm. Mr. MacAskill seconded, and the motion carried by unanimous vote.

Respectfully submitted,

Shilo K. Felton
Recording Secretary



Dean Hederstedt
6 Cranberry Hollow Ln
Harwich, MA. 02645

5 December, 2019

Office of the Selectmen
732 Main Street
Harwich, MA 2645

Please accept this letter as my resignation from the Harwich Zoning Board of Appeals effective December 5, 2019.

For over a decade I have been given the opportunity to work with more than five board chairpersons and many more board appointed members. It is however time for me to retire from this volunteer service I have enjoyed so much and give others the same opportunity the Board of Selectmen gave me as a full member.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Hederstedt".

Dean Hederstedt

CC: Anita U. Doucette, Town Clerk



**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
For Professional Services**

THIS IS AN AGREEMENT made as of _____, 2019 between Town of Harwich ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Clean Waters Community Partnership with Barnstable, Dennis, Harwich, and Yarmouth through the MA Efficiency and Regionalization Grant Program (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete

authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction

- Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow

Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or

resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

- 5.15 Insurance
ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.
- 5.16 Discovery
ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.
- 5.17 Nondiscrimination and Affirmative Action
In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.
- 5.18 Force Majeure
Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.
- 5.19 Waiver
Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 5.20 Headings
The headings used in this Agreement are for general reference only and do not have special significance.
- 5.21 Subcontractors
ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.
- 5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA") [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 6.3 Construction Cost – ♦
The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.
- 6.4 Constructor
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses.
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

6.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 12 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:



By: Christopher Clark
Title: Town Administrator

By: David F. Young
Title: Vice President

Date: _____

Date: ___11-4-19___

Address for giving notices:

Town Hall
732 Main Street
Harwich, MA 02645

Address for giving notices:

CDM Smith
75 State Street, Suite 701
Boston, MA 02109

Carol Coppola
Finance Director

**EXHIBIT A
TO
AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

This is an exhibit attached to and made a part of the Agreement dated _____, 2019, between CDM Smith Inc. (ENGINEER) and the Town of Harwich, Massachusetts (OWNER) for professional services related to DHY Clean Waters Community Partnership with Dennis, Harwich, and Yarmouth.

1.0 Engineer's Services

Task 1.0: Coordinate and Prepare Documents for Community Partnership Discussions Locally and Between Dennis, Harwich, and Yarmouth (DHY)

Subtask 1.1 – Coordinate and Facilitate DHY Partnership Discussions

ENGINEER will refine local and regional wastewater alternatives and related costs for the town's wastewater management plan related to the DHY Clean Waters Community Partnership scenario. Costs will be planning level estimates to be utilized for alternatives analysis, for evaluation of various flow alternatives, and for regional planning. This will also include finalization of the phasing plans within the town and for aligning those phases with the community partnership scenario.

ENGINEER will continue to help in the drafting of the District Agreement between the three towns.

Subtask 1.2 – DHY Community Partnership Meetings

ENGINEER will draft presentations to give at the various meetings with the intent to educate those in attendance and answer questions raised..

ENGINEER estimates the following meetings will take place to further the development and implementation of the regional wastewater district:

- 2 to 3 community meetings with local town Boards and Committees, and
- Two Community meetings to provide an update of status.

ENGINEER will assist with other outreach opportunities as identified by the Town throughout the project. This may include newspaper articles or press releases, social media, website enhancement, emails to stakeholders or interested parties, brochures, posters or other informational materials, etc. This may also include updates and content additions to the DHY website. Efforts for preparation for community meetings will also be included in this task.

Subtask 1.3 – Project Management

ENGINEER will produce monthly progress reports documenting the status of the project and work completed and submit with monthly invoices.

2.0 Owner's Responsibilities

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for the performance of Services as required by the Contract Documents, the following:
- Provide timely review and comments on documents produced;
 - Provide other special data or consultation not specifically noted above.
- 2.2 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.3 Bear all costs incident to compliance with the requirements of OWNER's Responsibilities.
- 2.4 Provide the name of an individual authorized on behalf of OWNER to provide day-to-day direction to the ENGINEER and to coordinate timely review and input back to the ENGINEER as the services of this Agreement are performed.

3.0 Time Period for Performance

- 3.1 The project will be driven by agency and OWNER reviews and approvals. The ENGINEER will periodically review the projected schedule with the OWNER. The tasks noted herein shall be completed on or about June 1, 2020. OWNER and ENGINEER can extend time period as needed and expressed in writing.

4.0 Method of Payment

- 4.1 The method of payment for Services rendered by ENGINEER shall be as set forth below:

For Basic Services Rendered

The OWNER agrees to pay the ENGINEER for work done of its personnel on the basis of direct labor cost times a factor of 2.95. Direct labor cost is defined as chargeable salaries without fringe benefits as incurred by ENGINEER's personnel for the time directly utilized on the work covered by this Agreement.

Actual out-of-pocket expense costs are all costs other than direct labor costs that are incurred during the progress of the work. The actual out-of-pocket expense costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, at the actual cost to the ENGINEER of such services.

The not to exceed authorized value of this contract is \$20,000 (twenty thousand dollars). For information purposes only the cost by task is divided approximately as follows:

Task No.	Description	Amount
Task 1	Coordinate and Prepare Documents for DHY Community Partnership Discussions	\$20,000
Total		\$20,000

Terms

ENGINEER shall submit monthly invoices and OWNER shall make prompt monthly payments in response to said monthly invoices.

5.0 Special Provisions

OWNER has established the following special provisions and/ or other considerations or requirements in respect to this Agreement:

None.



TOWN OF

HARWICH

*732 Main Street
Harwich, MA 02645*

CONSERVATION COMMISSION

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

November 20, 2019

To: The Harwich Board of Selectmen

From: The Harwich Conservation Commission

2019 Annual Report

The charge of the Harwich Conservation Commission is to uphold the Massachusetts Wetlands Protection Act and Harwich Wetlands Protection Bylaw and Regulations. The Commission is also charged with managing all town lands that have been put into the care and custody of Conservation.

The Commission is at full membership with 7 full time members and 2 alternates. All members are up-to-date on their ethics trainings.

At the time of writing this report, the conservation department has issued just under 100 Administrative Review Permits for minor work in the outer buffer zones on properties. The Commission holds bi-monthly meetings on the first and third Wednesday evenings of the month. As of November 20, 2019, there have been 146 individual hearings at those meetings. Many of the applications require variances for approval. The majority of the time, the commission can work with the applicant to alter the proposal to meet the regulations. The commission only issued one denial this year. The department continues to make a greater effort to get old permits closed out. We are finding that more and more homeowners are applying themselves for permits rather than hiring consultants. This has been beneficial as it increases awareness of the rules and regulations, but does lead to more of a workload for conservation staff who assist these individuals with the process.

Unfortunately, the Commission has also seen an increase in violations this year. Thirteen enforcement orders were issued by the conservation department and/or commission for activities occurring without a permit, such as clear-cutting trees and other vegetation to obtain a view, installation of docks, and installation of hardscape features. These activities degrade our wetland resource areas and their buffer zones. The commission issues fines when necessary, removal of offending structures, and full mitigation for violations.

The Conservation Commission has care and custody of just under 1000 acres of conservation land. This past year, town meeting helped fund the purchase of the 14.9

acre Cornelius Pond Woodlands parcel off Queen Anne Road in May. The Harwich Conservation Trust owns the parcel, and the Conservation Restriction is held by the Conservation Commission. Along with the care and custody of so much land comes a lot of responsibility to manage it effectively. This is very difficult to do with the limited resources the staff and commission has. The commission and staff are working to prioritize management activities on our lands where we have seen degradation due to dumping, motorized vehicle usage, and general misuse of the land. An application has been made to the Community Preservation Committee for additional funding to purchase fencing, signage, and other items which will help us to manage our properties more effectively.

Other projects the Commission are working on are as follows. The Commission is working to revise regulations on docks and piers, both to better protect our sensitive wetland resource areas and also to make the application process clearer for applicants. We are working with the Natural Resources Department and Mass Division of Marine Fisheries on a pilot oyster reef project in the Herring River and are in the initial planning phases. The Conservation Department has been in touch with Cape Cod Tech to try and acquire some building debris when the old school is torn down to use as additional material for our artificial reef.

Another topic that has been discussed at length is how to manage the old cranberry bogs at the Depot Street entrance to the Bells Neck Conservation Lands. The Conservation Commission voted not to put these bogs out again for agricultural lease. Now the challenge is how to manage them to preserve and enhance the ecology of the bogs, while ensuring there is no negative impact on species such as herring.

Respectfully Submitted,

Brad Chase, Conservation Commission Chairman

AD HOC HARWICH PORT PARKING COMMITTEE



December 4, 2019

To: Board of Selectmen
From: Ad Hoc Harwich Port Parking Committee
Re: Annual Report and Meeting

The Committee met a total of fifteen times. The Parking Committee recommended and accomplished the following:

- The placement of signage in the Municipal Lot, the universal sign for parking {P}, with arrows on both sides of the sign. Traffic traveling along Route 28, east or west, can easily recognize the Lot. Similar signage was placed at the Pleasant Street entrance/exit.
- The parking lot known as “TD Bank Extension” was designated for “Employee Parking,” thus freeing up approximately 35 spaces in the Municipal Lot for visitor parking. This has proven to be very successful.
- With the grateful assistance of the Recreation and Youth personnel, the Municipal Lot was monitored periodically for compliance of “No Beach Parking”. There were approximately 10 to 12 times where it was noted that the Lot was being used for beach parking. For the most part, people complied.
- The educational portion and the Chamber’s use of Wayfair signs and information placed on the Chamber website were successful.
- The monitoring of the Municipal Lot at various times indicated the Lot had spaces available fairly frequently during the monitoring period during peak day time hours.
- The cooperation of TD Bank and Cape Cod Five in allowing public parking after 5pm helped significantly.

Some additional changes that the Committee would like to see happen are the relocation of the “No Beach Parking” sign along Route 28 to the ladder sign at the entrance to the Municipal Lot and Chamber of Commerce Building.

The Committee at this time believes that it has done all that it can relative to parking in Harwich Port and recommends that the current Ad Hoc Committee be disbanded. The Committee would need to meet one more time to allow for action on meeting minutes.

Board of Selectmen Annual Liquor License Renewal for Approval

12-9-2019

Allen Harbor Yacht Club – 371 Lower County Road, Harwich – Annual, Club, All Alcohol

Shooting Star Realty DBA **Bucas Restaurant**– 4 Depot Road, Harwich – Annual, Restaurant, All Alcohol

Zack Inc DBA **Castaways** – 986 Main Street, Harwich – Annual, Restaurant, All Alcohol

Ashwood Food Service Inc DBA **Jake Rooneys** – 119 Brooks Road, Harwich – Annual, Restaurant, All Alcohol

Ham and Bri LLC DBA **Reds Pizza** – 703 Main Street, Harwich – Annual, Restaurant, All Alcohol

Maulik Corp DBA **Value Mart** – 435 Route 28, Harwich – Annual, Package Store, Wines & Malt

Board of Selectmen Annual Common Victuallers License Renewal for Approval

Dent Donuts DBA **Dunkin Donuts** – 481 Route 28, Harwich Port – Annual

Dent Donuts DBA **Dunkin Donuts** – 175 Route 137, Harwich – Annual

Ruggie's, Inc DBA **Ruggie's Breakfast and Lunch** - 707 Main Street, Harwich – Annual

Murphy/Torres LLC DBA **Upper Crust Pizza** – 1421 Route 39 Unit 25, Harwich – Annual



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Department Of The State Treasurer
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2020
Retail License Renewal**

License Number: 00043-RS-0506

Municipality: HARWICH

License Name : Zack Inc

License Class: Annual

DBA : Castaways

License Type: Restaurant

Premise Address: 986 Main Street Harwich, MA 02661

License Category: All Alcoholic Beverages

Manager: Deborah B Merrill

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Deborah B Merrill

Signature

11/25/19

Date

Additional Information:





Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Department Of The State Treasurer
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2020
Retail License Renewal**

License Number: 00091-RS-0506

Municipality: HARWICH

License Name : Ham And Bri LLC

License Class: Annual

DBA : Reds Pizza

License Type: Restaurant


Premise Address: 703 Main Street Harwich, MA 02645

License Category: All Alcoholic Beverages

Manager: Brianne Smith

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature

11.16.19

Date

Additional Information:



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Department Of The State Treasurer
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2020
Retail License Renewal**

License Number: 00083-PK-0506

Municipality: HARWICH

License Name : Maulik Corp

License Class: Annual

DBA : Value Mart

License Type: Package Store

Premise Address: 435 Route 28 Harwich, MA 02646

License Category: Wines and Malt

Manager: Bahecharbhai Patel

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Bahe

Signature

11/29/2019

Date

Additional Information:





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 20
 Renewal Seasonal Opening date _____

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

Business Name DEPT DONUTS Phone _____

Doing Business As (d/b/a) Dunkin Donuts

Business Address 481 RTE 28, Harwich Port, MA 02646

Mailing Address P.O. BOX 485 So. Dennis MA 02660

Email Address _____

Name of Owner _____

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

Neal Faulkner Pres. 676 Tremont St. Unit 1 Boston MA 02118

Antonio Placido V.P. Le Miller St. Rehoboth MA 02769

Courtney Jellison 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 _____
 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 SELECTMEN
 732 MAIN STREET
 HARWICH, MA 02645
 508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats 20
 Renewal Seasonal Opening date _____

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

Business Name DENT DONUTS Phone: _____

Doing Business As (d/b/a) Dunkin Donuts

Business Address 175 Rte 137 Harwich MA 02645

Mailing Address P.O. BOX 485 So. Dennis MA 02660

Email Address L

Name of Owner _____

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

Neal Faulkner Pres. 676 Tremont St. Unit 1 Boston MA 02118

Antonio Placido VP. 6 Miller St. Renoboth MA 02769

[Signature] 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 _____
 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 SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats _____
Renewal Seasonal Opening date _____

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

Business Name Ruggies, Inc Phone _____

Doing Business As (d/b/a) Ruggie's Breakfast and Lunch

Business Address 707 MAIN STREET HARWICH, MA 02645

Mailing Address P.O. BOX 365 WEST HARWICH, MA 02671

Email Address _____

Name of Owner Peter N. Morey

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

Peter N. Morey owner _____
Signature of applicant & title Federal I.D. #

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

Ruggies, Inc By Peter N. Morey
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.



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 24
Renewal Seasonal Opening date _____

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

Business Name MURPHY/TORRES LLC. ~~Phone~~ _____

Doing Business As (d/b/a) UPPER CRUST PIZZA.

Business Address 142 UNIT 25 RT 39 EAST HARWICH PLAZA MA 02645

Mailing Address 121 R MURPHY WAY SOUTH CHATHAM, MA 02659

Email Address _____

Name of Owner Lance R. Murphy

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

Lance R. MURPHY CEO 121 R. Murphy Way SOUTH CHATHAM MA
Walter C. MURPHY STORE MGR 142 R. MURPHY WAY SOUTH CHATHAM, MA 02659

Lance R. Murphy Signature of applicant & title Federal I.D. # _____

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

MURPHY/TORRES LLC upper CRUST PIZZA Signature of individual or corporate name Lance R. Murphy 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.

Patti Macura

From: Charleen Greenhalgh
Sent: Tuesday, November 26, 2019 4:00 PM
To: Joe Powers
Cc: Patti Macura
Subject: West Harwich DCPC and Town Meeting

Hi Joe:

As we touched on this morning at the Department Head Meeting, the Assembly of Delegates will be voting on the West Harwich DCPC nomination on December 4th. Anticipating approval the Town will have 12 months to draft and vote zoning amendments associated with the DCPC.

The goal is to have amendments completed for May 2020; however, I do not believe that there is any way to have the amendments completed for the February 2020 article deadline. That being said I would strongly request, recommend, plead that a Special Town Meeting within the regular ATM be called to provide additional time to draft the necessary amendments, hold the public hearing(s) and finalize the text for the warrant.

I would be more than happy to discuss this further with you or the Board of Selectmen.

Respectfully,
Charleen

Charleen Greenhalgh
Town Planner
Town of Harwich
732 Main Street
Harwich, MA 02645
508-430-7511
508-430-4703
cgreenhalgh@town.harwich.ma.us

NEW Town Hall Hours – Monday - Friday: 8:30am-4:00pm

BUDGET/WARRANT TIME LINE FY2021

Monday, June 17, 2019	Review Town Meeting Results and actions to take	
Monday, July 1, 2019	First goals discussion	
Monday, July 15, 2019	Continuation of goals discussion	
Monday, July 29, 2019	Set Goals	
Monday, August 12, 2019	Potential articles and assign to committees and departments. By Law Charter Review Committee to come in to discuss	
Monday, August 26, 2019	Discuss potential C P C articles	
Friday, August 23, 2019	Capital Budget Instructions submitted by T A to Departments	
Monday, September 16, 2019	Discuss Budget Message	
Friday, September 20, 2019	Deadline for submission of Department Capital Budgets to the T A	
Monday, September 30, 2019	TA presents BOS with 5-Year Financial Plan	Charter 9-2-1/on or before October 1st
TBD	MRSD and Cape Cod Tech meeting with Selectmen and Fincom to discuss enrollments by class and demographics, including a five year projection of same.	
Monday, September 30, 2019	BOS Budget Message to guide TA in developing budget Requests - Including Board agreed to goals	Charter 9-2-2/on or before the first Tuesday in October
October 1 @ 4:00 p.m.	Deadline for submission of C P C requests	
Monday, October 7, 2019	Begin review of warrant articles	<i>Weekly as they come in</i>
Monday, October 21, 2019	Capital Outlay Committee submits 7-yr Capital Outlay plan to T A	
Monday, October 21, 2019	Joint Meeting with MRSD, Cape Cod Tech, Finance Committee and Capital Outlay Committee to discuss: <ul style="list-style-type: none"> • State of the Town/BOS Budget Message • MRSD Budget/Enrollments • Finance Committee Priorities • Capital Budget Requests • Outlook for 2020 	
Friday, October 25, 2019	Operating Budget instructions submitted to departments by T A	
Monday, October 28, 2019	B O S to review Capital Outlay Plan and set priorities	
Friday, November 29, 2019	Deadline for submission of department operating budgets to T A	Charter 9-2-3/on or before the 1st Friday of December
Friday, November 29, 2019	Deadline for submission of departmental warrant articles to T A	
Monday, December 9, 2019	TA submits 7-yr Capital Outlay Plan to joint meeting of BOS/ Finance Committee	Charter 9-6-3/during the month of December
Monday, December 23, 2019	MRSD School Vacation	

Monday, January 6, 2020	BOS/FINCOM/Capital Outlay Committee hold joint Public Hearing on submitted Capital Outlay Plan	Charter 9-6-4/on or before the 2nd Friday in January (Finance Committee)
Friday, January 24, 2020	All items to be bid must have specifications in TA's office by 12:00 P.M. to be assured of bid process for Town Meeting	
Monday, February 3, 2020	Meeting with B O S and Fincom to discuss first draft budget and five-year plan with MRSD and Cape Cod Tech	
February – March	Fincom review of budgets and articles	
Monday, February 3, 2020	Last BOS meeting before Annual Warrant closes	
Monday, February 3, 2020	TA presents budget and budget message to B O S and Fincom	Charter 9-2-4/on or before the 2nd Tuesday of February
Saturday, February 8, 2020 Snow date: Sat. Feb. 15, 2020	Selectmen and Finance Committee Budget Presentations	
Friday, February 14, 2020	Article deadline – Warrant closes Noon deadline	Charter 2-2-1/Bylaw 1-101 2nd Friday in February by 12:00 Noon
Monday, February 17, 2020	MRSD School Vacation	
Monday, February 17, 2020	Articles submitted to Finance Committee by B O S	General By-Laws I, § 271-1.B. Not later than 14 days after article deadline
Monday, February 17, 2020	BOS required to submit final budget to Finance Committee	Charter 9-3-2 / on or before the 4th Tuesday of February
Tuesday, February 18, 2020	1 st draft Warrant to BOS (presented at meeting)	
February 2020	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
Monday, March 2, 2020	Joint budget/article hearing BOS/Finance Committee	
March, 2020	BOS reviews Warrant articles	
Monday, March 2, 2020	VOTE to sign final Annual Town Meeting Warrant	
Monday, March 9, 2020	Vote to open Special Town Meeting Warrant on Tuesday, March 10 and close on Thursday, March 12	All Special Town Meeting Articles must be received 40 days prior to STM
No later than Monday, March 18, 2020	Article funding review by B O S	
Monday, March 18, 2020	BOS votes Special Warrant BOS votes Ballot	
not later than Monday, March 23, 2020	FINCOM submits written recommendations on Budget/Warrant. Joint budget /article hearing with B O S and Fincom reconciliation	Charter 9-3-3/by March 31st
Not later than Monday, March 23, 2020	Fincom conducts one or more hearings on budget	Charter 9-3-3 by March 31st
March 23, 2020	Ballot to Town Clerk	

Monday, April 1, 2020	Send Warrant to Printer Send Warrant to Chronicle (April 16th publication)	Printer needs 2 weeks. Chronicle needs 1 week before publish date
Monday, April 20, 2020	MRSD School Vacation	
Friday, April 17, 2020	Warrants available for public distribution	Charter 2-2-2/14 days prior to Town Meeting
Monday, May 4, 2020	First night of Annual Town Meeting and Special Town Meeting	Charter 2-3-1/1st Monday in May
Tuesday, May 19, 2020	Annual Town Elections	Charter 8-1-1/3rd Tuesday in May

HARWICH HARBORMASTER DEPARTMENT

November 2019 Monthly Report

Operations

- Switched Long Pond public mooring buoys to winter Spars.
- One boat hauled out at Saquatucket Harbor (SAQ) and used the closed loop pressure washing system.
- Removed seasonal channel buoys from Herring River, Allen Harbor and Round Cove.
- Hauled and winterized 77A, 77B, and 77C.
- Moved several sections of the Allen Harbor docks to allow dredge spoils from Oyster Creek to be unloaded from a barge operated by the Robert B. Our Company.
- Began stringing reflective bird deterrent tape on the empty docks to repel seagulls.

Administration

- Completed FY21 Budget entry for Harbormaster/Natural Resources.
- Emailed permit holders with dinghies still at landings beyond 11/15.
- Worked on November Pump-Out CVA grant reimbursement submission.
- Sent 100 email reminders for 1/3 dockage deposit.
- Went to waitlist with 20' slip that was given up.
- Processed 14 Transient Slip reservations.

Maintenance

- Shut down and blew out the water systems at SAQ, Wychmere and Allen Harbors.
- Shut down and winterized the landside and portable pump-out systems.
- Assisted the Natural Resources Department with shutting down and winterizing the Shellfish Lab.
- The Highway Department made pavement repairs to the SAQ boat ramp.

Meetings

- For a second time, attended Small Claims Magistrate Hearing at Orleans District Court on appeal of parking ticket issued – case dismissed again by the Court.
- Attended Municipal Vulnerability Preparedness (MVP) kick-off meeting.
- BOS Meeting (4 Nov) – Winter Boat Storage License Agreements approved.
- WWC meeting (20 Nov)

**Health Director Monthly Report
November 2019**

○ **Departmental News**

Two Board of Health members started the Foundations in Public Health Course offered by Boston University and the Local Public Health Institute. This course runs through April and requires two in person classes, 3 webinars and 13 weekly online courses. I applaud the commitment of Ron and Sharon for signing up for this course. This course involves an overview of health department and Board of Health responsibilities. Although not required, this course is highly recommended by the Special Commission on Local Public Health and will likely be a requirement for all staff and BOH members in the future.

○ **Budget**

The operating budget for the Health Department was submitted to the Finance Director for review. The budget is level funded with no increases in service or expenses except contractual salaries.

○ **Licensing**

Annual renewals for all license types were sent out electronically via email. These license types include: food service, motel, septic installer, septic hauler, refuse hauler, tobacco retailer, stable operator, and Title 5 Inspector. Over 300 licenses will be processed over the next month. Second notices will be issued at the end of December to those who have yet to renew.

We were successful in getting these licenses to automatically expire in the Accela software program. This has been a tough task in the past and has prevented us from moving forward with online license renewals. The timing was too late to allow for annual license renewals to be done through Accela, but we will attempt to use Accela for the seasonal renewals in the spring.

It has been a slow process getting additional permit application types to be available for online submission. We are close to getting a well construction permit and minor septic repair permit online.

○ **Community Development**

Health Department staff has been requested to participate in the Municipal Vulnerability Program. Katie Tenaglia attended the kick-off meeting and will be attending the day-long workshop in January. This program is being facilitated by Charleen Greenhalgh, the Town Planner and will provide a framework for reacting to natural or man-made disasters.

I attended a seminar on Harmful Algal Blooms and cyanobacteria along with the Conservation Administrator and Natural Resources Director. Blooms have been a problem for Harwich this past year and will continue to cause issues in the future. This seminar provided resources for testing and ideas for monitoring. We will be cooperating with these two departments to develop a monitoring program beginning next year.

I met with several department heads to discuss the Land Use Control Law-an article within the Sewer Regulations. This law provides a mechanism for sewer flow outside of a sewer district as well as increasing flow within a sewer district. This law is governed by the Board of Selectmen and it was agreed that a policy statement should be issued to explain the law and how it will be administered.

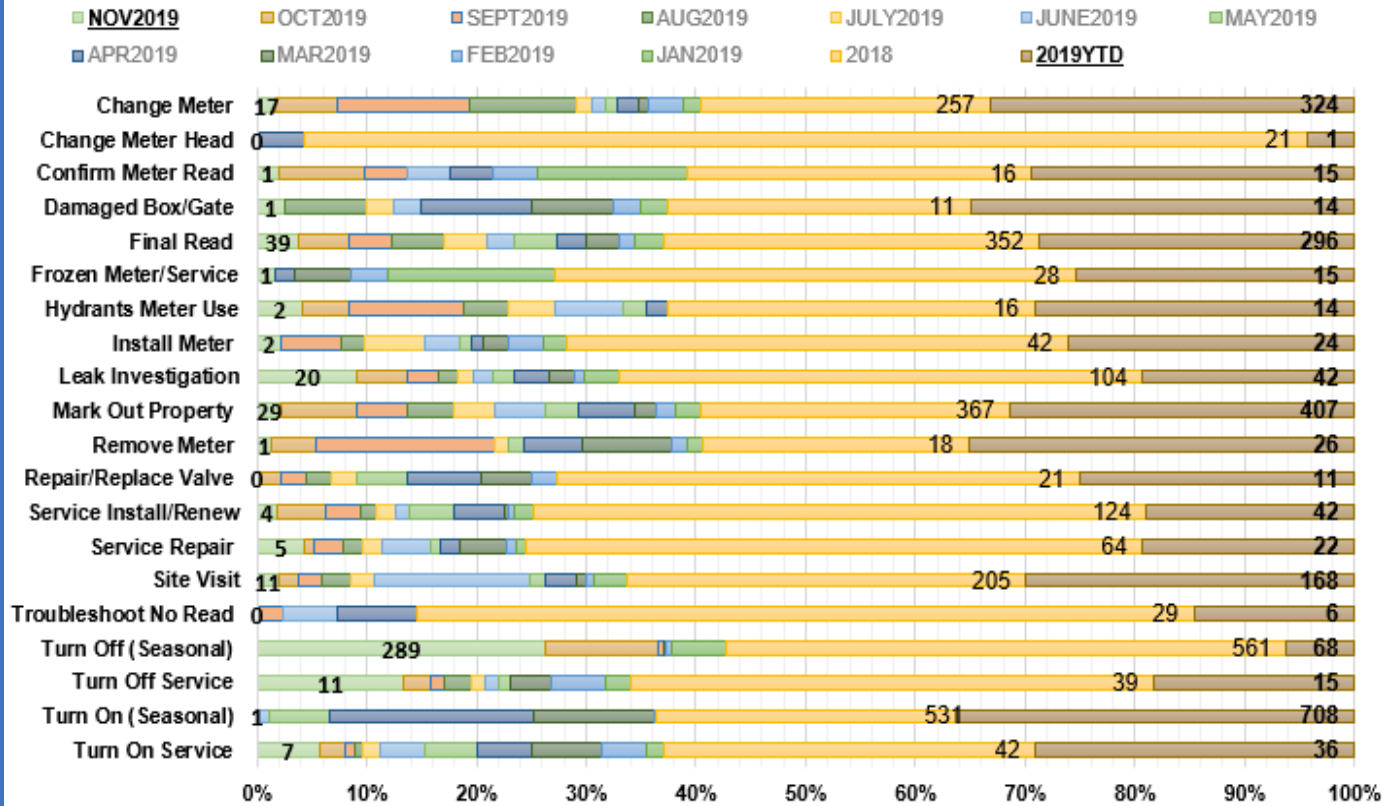
○ **Other news-**

November kicked off the Maintain Don't Gain Wellness activity with the Cape Cod Municipal Health Group. This 6 week program promotes weekly recipes and exercise to maintain weight during the busy holiday season, when overeating can often lead to putting on a few pounds. The CCMHG also held a fruits and vege challenge in November that encouraged participants to eat more healthy colorful foods.

Respectfully submitted,
Meggan Eldredge 12.2.19

MONTHLY ACTIVITY REPORT FOR NOVEMBER 2019

SERVICE ACTIVITY



CALENDAR HIGHLIGHTS

November

- Sewer GHD 11/1
- Dept Head Mtg 11/5, 11/26
- Civic Read HWD 11/6
- Budget Mtg/Gary 11/7
- Sewer DHY Mtg 11/8
- BCWUA/DEP Mtg 11/12
- Bid Opening; Meters 11/12
- DHY Wastewater Mtg 7pm 11/14
- BOWC Meeting 11/15 & 11/26
- MCPPO Training 11/18-11/20
- MVP Kickoff Mtg 11/21
- P2C1 Progress Mtg 11/26
- FY21 Budget Prep/Submit
- Wastewater Customer Appts (2)

WATER SAMPLES TAKEN

38

MONTHLY PUMPING CHANGE

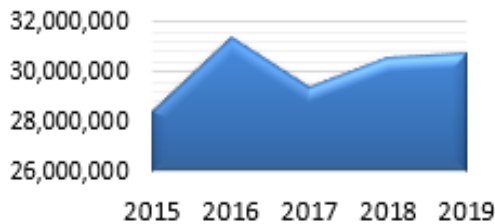
-80.95%

YTD CHANGE

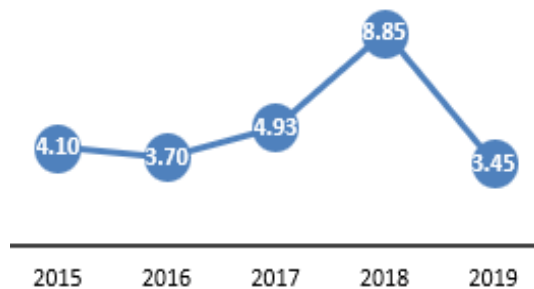
2018 V 2019

-5.63%

PUMPING (in gallons)

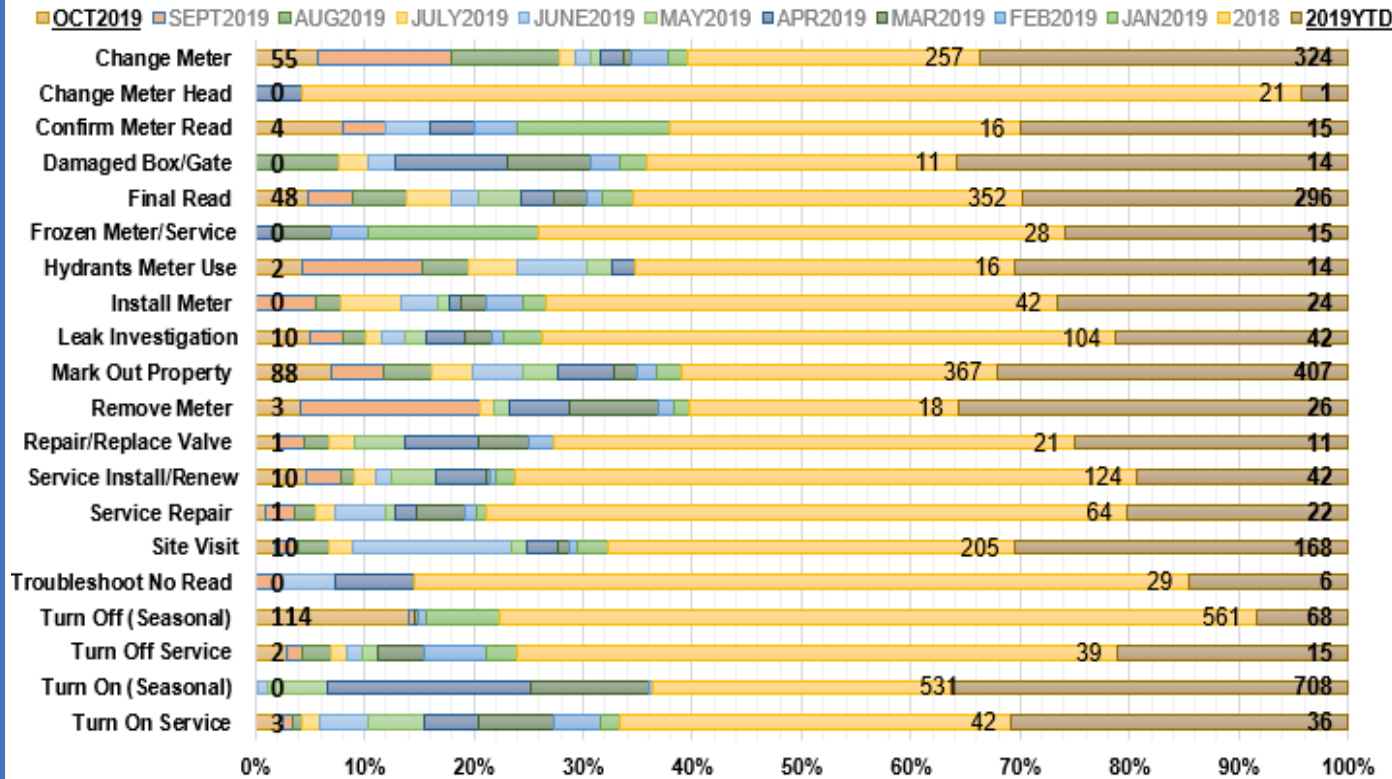


RAINFALL (inches)



MONTHLY ACTIVITY REPORT FOR OCTOBER 2019

SERVICE ACTIVITY



CALENDAR HIGHLIGHTS

October

- Meter Reading 9/30-10/4
- Wastewater Customer Appts (3)
- Flushing 10/7-10/31
- BOWC Meetings 10/9 & 10/28
- Capital Outlay Committee Mtg 10/15
- Pre-Con Mtg Water Services 10/21
- Wastewater Mtg w/TA 10/21
- Sewer Phase 1 Con-Mtg 10/11
- Meeting w/Val Peter 10/18
- BOWC/BOS Annual Mtg 10/28

WATER SAMPLES TAKEN

39

MONTHLY PUMPING CHANGE

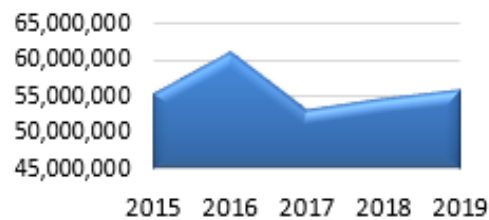
-78.04%

YTD CHANGE

2018 V 2019

-5.89%

PUMPING (in gallons)



RAINFALL (inches)

